

**AGREEMENT WITH KLEINFELDER, INC. TO PROVIDE ON-CALL
MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this 18th day of April, 2023 by and between Kleinfelder, Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 2, 2020 the City issued a Request for Proposal (“RFP”) No. 20-111, by which it sought qualified consultants to provide on-call material testing and special inspection services for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 20-111.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 20-111, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 20-111 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as more specifically set forth in Consultant’s proposal (excluding fee and cost proposal and resumes), which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

2. ALLOWABLE COSTS AND PAYMENTS

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee and Cost Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 20-111. The total compensation for services provided by all consultants selected under RFP 21-105

shall not exceed the shared aggregate amount of \$950,000.00 during the term of this Agreement, including any extension periods as set forth in Section 4, below.

- b. Consultant's Fee and Cost Proposal is attached hereto and fully incorporated herein as **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the fee and cost proposal and identified in the fee and cost proposal, and in the executed Task Order.
- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.
- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of \$950,000.00. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by

Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

4. PERFORMANCE PERIOD

- a. This Agreement shall go into effect on April 18, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on July 5, 2024, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), one (1) year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

5. STATE PREVAILING WAGE RATES

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this

Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

6. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

7. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

8. MINIMUM INSURANCE REQUIREMENTS

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - (i) **Additional Insured Status.** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33,

or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- (vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- (viii) **Verification of Coverage.** Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.
- (x) **Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

11. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. AUDIT REVIEW PROCEDURES

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

13. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential

information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

14. CONFLICT OF INTEREST

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

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

16. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:	Jennifer L. Hall City Clerk City of Santa Ana 20 Civic Center Plaza (M-30) P.O. Box 1988 Santa Ana, CA 92702-1988 Fax 714- 647-6956
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Nabil Saba
Executive Director
Public Works Agency City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
Fax 714-647-5635

To Consultant: Dany Hanna, PE, MS, MBA
Project Manager/Principal Agent
Kleinfelder, Inc.
2441 Ridge Route Drive., Suite 225
Laguna Hills, CA 92653

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

17. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

18. SUBCONTRACTING

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

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

19. EQUIPMENT PURCHASE

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

20. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

21. TERMINATION

- a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

22. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

23. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

24. STATEMENT OF COMPLIANCE

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.

- b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national origin. In administering the City components of the Disadvantaged Business Enterprises (DBE) Program Plan, Consultant, subreceptient or subconsultant will

not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, which the City deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payment if applicable;
 - 2) Assessing sanctions;
 - 3) Liquidating damages; and/or
 - 4) Disqualifying consultant from future proposing as non-responsible.
- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
- i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
- j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
- k. All certifications required for the Bid are attached hereto as part of Exhibit B to the Agreement.
- l. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or

national origin.

- m. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- n. In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- o. Consultant shall include the provisions of paragraphs a. through p. in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- p. During the performance of this contract, 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 the following 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 on 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 Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

25. DEBARMENT AND SUSPENSION CERTIFICATION

- a. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended,

debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- b. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

26. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, 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.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

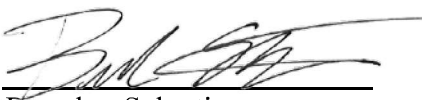
CITY OF SANTA ANA

Jennifer Hall
City Clerk


KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

KLEINFELDER, INC.

By: 

Brandon Salvatierra
Deputy City Attorney



By: Dany Hanna
Title: Vice President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director,
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
TESTING AND SPECIAL INSPECTION SERVICES
RFP NO. 20-111**

INTRODUCTION/BACKGROUND

Under the City of Santa's Capital Improvement Program, a number of construction projects will take place in the next few years. These projects include street pavement, traffic signals, underground utilities, buildings, bridges and park facility improvements. The total value of construction is estimated to exceed \$100 million.

In order to maintain high quality of construction, the City intends to retain testing and inspection firms to provide quality assurance services for those projects. The selected firms are expected to provide testing and inspections for construction activities involving grading, soils, base material, concrete, masonry, asphalt concrete, structural steel, reinforcing steel, painting and to provide other quality assurance services when required.

The purpose of this RFP is to solicit proposals from quality control consulting firms for the required services. The selected consultant is expected to enter into an agreement with the City to provide services on an as-needed basis.

Prime consultant mark-ups for sub-consultant work will not be allowed.

All proposals, plans, drawings, specifications, estimates, grant applications, modeling, studies, presentations, and/or reports will be subject to the final approval and satisfaction of the City. The selected consultants must have the expertise, experience, and demonstrated resources available to perform the work described in this RFP.

The City desires to enter into Agreements with multiple top-ranking firms for an initial three (3)-year term, with a City option to exercise one (1), two (2)-year extension period. The annual amount to be expended under the Agreement will vary at the City's discretion and will be dependent on available funding.

A. SCOPE OF SERVICES

The required services shall include, but not be limited to, the following:

- ◆ Provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction (“Green Book”) and Caltrans Standard Specifications. Submit daily field reports to the City and a final report after work is completed.
- ◆ Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents. Submit field reports to the City immediately after inspections are completed. All deputy inspectors shall register with the City’s Planning and Building Agency prior to start inspection.
- ◆ Perform tests on various construction materials as required by the City.
 - Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks
 - Brick Masonry
 - Masonry Prisms
 - Mortar and Grout
 - Fireproofing
 - Soils and Aggregates
 - Asphalt Concrete
 - Reinforcing Steel
 - Environmental
- ◆ Inspectors who perform work in confined areas or at elevated levels shall be certified or trained for confined space and fall protection.
- ◆ Recommend testing method on defective work and advise the City of acceptance standards.
- ◆ Provide source inspection for concrete and asphalt concrete at mixing plants, and inspection for other materials at their source as required by the project specifications.
- ◆ Provide other quality control services as requested by the City.
- ◆ Field reports shall be submitted daily to the City. Submit and distribute typed inspection and testing reports to the City's Public Works Agency and the Planning and Building Agency in accordance with “Green Book” and “CBC” requirements and to other concerned parties within a week after the work is performed.

- ◆ Submit a final report to the City within five working days upon completion of each project.

B. SPECIAL REQUIREMENTS

Since some of the city projects will be funded by Federal or State grants, the selected consulting firm must comply with requirements of Caltrans' construction manual and the following:

Certificate of Personnel

- ◆ The personnel who will conduct the sampling and testing must be certified. They can be certified by Caltrans' District Materials Engineer, by the National Institute Certification of Engineering Technologies, or by other authority acceptable by the Construction Engineer of the City to be proficient in accepting sampling and testing.
- ◆ A copy of each person's certificate must be on file in the office of the Construction Engineer. The certificate shall list the type of work which the individual is authorized to perform.
- ◆ The testing laboratory must be under the supervision of a registered engineer with experience in inspection and testing of construction materials. This engineer shall certify the results of all tests performed by the lab personnel under his/her supervision.
- ◆ The selected firm must maintain the laboratory testing equipment in accordance with recognized national standards.
- ◆ The selected firm must have an independent assurance testing and sampling program. This program can be performed either by their own personnel not involved in the acceptance testing and sampling, or by another quality assurance organization.
- ◆ Correlation Testing Program: The Materials Laboratory shall be a participant in one or more of the following testing programs:
 - ◆ AASHTO Materials Reference Laboratory (ARML)
 - ◆ Cement and Concrete Reference Laboratory (CCRL)
 - ◆ Caltrans' Reference Samples Program (RSP)

Acceptance Testing and Sampling

- ◆ The selected testing laboratory shall conduct acceptance testing of materials on the first day when work is performed, and continues daily until the work is completed.

Reporting Test Results

- ◆ When aggregate sample is taken in the material source, the testing firm shall submit to the Resident Engineer results of sand equivalent, cleanness value and sieve analysis within 24 hours. When soils and aggregate samples are taken at the job site, results of these tests should be submitted within 72 hours.
- ◆ Results of compaction and density tests taken at the job site should be submitted within 24 hours.
- ◆ When samples of soils and asphalt concrete are taken at the job site, R-value and result of asphalt extraction test should be submitted within 96 hours.

Independent Assurance Sampling and Testing

The selected firm shall establish and maintain an Independent Sampling and Testing (ISAT) program:

- ◆ To verify that the project sampling and testing are performed correctly by the testers and samplers.
- ◆ To ensure the equipment is properly calibrated.
- ◆ To provide the City with a copy of the program to ensure that the program is carried out.
- ◆ To provide the Resident Engineer with a report indicating actions to be taken by the selected testing firm when discrepancies are found between ISAT and acceptance tests (AT).

C. CITY RESPONSIBILITIES

- ◆ Furnish construction plans and specifications to the consultant.
- ◆ Coordinate with the contractor regarding work schedule and notify the consultant 24 hours in advance for the required inspections and tests.

D. SPECIAL REQUIREMENTS (ATTACHMENT 4)

- ◆ This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:
 - ◆ LAPM Exhibit 10-H: Sample Cost Proposal

- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment
- LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial management System

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency’s DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

Prior to contract award and dependent on contract award amount, the selected Consultant shall be subject to an audit or review by Caltrans’ Audit and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit: <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

CONSULTANT'S PROPOSAL
(exclusive of fee proposal and resumes)

Statement of Qualifications for
MATERIAL TESTING & SPECIAL INSPECTION SERVICES
RFP NO. 20-111

CITY OF SANTA ANA

September 30, 2020



24411 Ridge Route Drive, Suite 225
Laguna Hills, CA 92653
Phone: 949.727.4466
Fax: 949.727.9242



SECTION 1. STATEMENT OF QUALIFICATIONS

a. Cover Letter

September 30, 2020

Sean Thomas
City of Santa Ana Public Works Agency; M-36
20 Civic Center Plaza, Ross Annex
Santa Ana, CA 92701

Subject: Statement of Qualifications for Material Testing and Special Inspection Services
City of Santa Ana RFP No 20-111

Dear Mr. Thomas:

The Kleinfelder Team is pleased to submit our statement of qualifications (SOQ) in response to the City of Santa Ana's (City) request for qualifications (RFQ) No. 20-111 dated September 2, 2020 to provide on-call materials testing and special inspection services. Kleinfelder has been providing on-call materials testing and inspection services for public works construction projects since the firm's inception in 1961. Our team will be led by **Project Manager/Principal Agent, Dany Hanna, PE, MS, MBA**, who has over 19 years of experience managing on-call contracts in southern California, maintains strong client relationships, understands the contract requirements, and requires no ramp-up time to meet the City's budget and schedule. The Kleinfelder Team offers the following to the City:


Project Manager/Principal Agent
& Single Point of Contact
(Legal Authority to Bind Kleinfelder)

Dany Hanna, PE, MS, MBA
Kleinfelder, Inc.
c| 909.376.6128
e| dhanna@kleinfelder.com

- Nearly **60 years of experience** successfully providing a wide range of special inspection, materials testing, and related services for local agencies and municipalities.
- **On-call materials testing and inspection contracts with numerous state and local agencies**, including Orange County Department of Public Works, County of Los Angeles, Caltrans, and Cities of Anaheim, Long Beach, Los Angeles, Burbank, Ontario, Industry, and Pasadena.
- All **key personnel will be made fully available** for assigned City Task Orders as needed. Our in-house **multi-certified inspectors/technicians** observe multiple aspects of a project from start to finish and are available to meet short-notice construction schedules/deadlines.
- Our **three full-service, accredited materials testing laboratories (Long Beach, Ontario, and San Diego) are under the supervision of a registered engineer** and meet all American Society for Testing and Materials (ASTM) E329 requirements for testing and are inspected and certified or accredited regularly by numerous local, state and federal agencies such as Caltrans Reference Sample Program (RSP), American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL), Concrete and Cement Reference Laboratory (CCRL), State of California Department of General Services (DGS), and the US Army Corps of Engineers (USACE).
- Quick turn-around time. Our **depth of local resources** allows us to respond quickly (within 4 hours or less) to any request for service.

Kleinfelder acknowledges receipt of Q&A (Addenda) Sets 1 and 2, released September 10, 2020. Our local knowledge, combined with our vast amount of relevant experience, will enable us to provide the City with innovative solutions to assist with successfully meeting the contract requirements within the scheduled time frame and project budget.

Respectfully Submitted,
Kleinfelder, Inc.



Dany Hanna, PE, MS, MBA
Project Manager / Principal Agent



Mike Dorsch
Quality Assurance Manager

b. Contract Agreement Statement

Kleinfelder would like the opportunity to add the following to the indemnity clause listed in the City contract: "Notwithstanding anything contrary to the foregoing, any obligation of Consultant to indemnify and defend City shall be based on its adjudicated proportionate negligence."

c. Firm & Team Experience

Profile of Kleinfelder, Inc.


Headquartered in San Diego, Kleinfelder has been providing materials testing and inspection, geotechnical engineering, environmental, and technical engineering services to public and private clients in California since its founding in 1961. We have **maintained a presence in Orange County since 1989**. Our local southern California operations include offices and/or laboratories in Laguna Hills, Los Angeles, Long Beach, Ontario, Riverside, and three in San Diego. Metrics on Kleinfelder's firm size (offices and staff) are provided in the table below.

Company Name:	Kleinfelder, Inc.
Legal Form of Company:	Private Corporation incorporated in State of California
Date of Founding / Incorporation:	April 1, 1961 / April 20, 1962
Number of Offices:	74 (firm-wide) / 27 (California) / 8 (Southern CA)
Number of Staff:	1,909 (firm-wide) / 718 (California) / 406 (Southern CA)

Kleinfelder is a California Corporation in good standing with the Secretary of State, and is registered with the State of California Department of Industrial Relations (DIR):

Registration No.	Legal Entity Name	Start	Expires	Status	CSLB No.
1000001733	Kleinfelder, Inc.	7/1/2019	6/30/2022	Active	467252

Kleinfelder is licensed to work in Santa Ana, so we are ready to work when the City's tasks begin.

<p>CITY OF SANTA ANA - TREASURY M-15 20 CIVIC CENTER PLAZA-PO BOX 1964 SANTA ANA, CALIFORNIA 92702 PHONE (714) 647-5447</p> <p>KLEINFELDER INC 550 W. C STREET #1200 SAN DIEGO, CA 92101</p>		<p>THIS LICENSE MUST BE DISPLAYED AT THE PLACE OF BUSINESS</p> <p>BUSINESS TAX NO. 194275 TAX PERIOD: 1/1/2020 - 12/31/2020 BUSINESS TYPE: BUILDING, GENERAL BUSINESS ADDRESS: 550 W. C STREET #1200 SAN DIEGO, CA 92101 BUSINESS NAME: KLEINFELDER INC OWNER/REP: PIERSON, GEORGE - PRES</p> <p>EXPIRATION DATE: 12/31/2020</p>
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Qualifications and Experience

Kleinfelder has a long, successful track record of providing services on public works-related projects. For six decades, more than half of all projects completed by Kleinfelder have been in and/or for the public sector. Approximately **80% of our current projects in southern California are public works-related**, either being performed directly for public agencies or through design/civil engineering firms. As a result, Kleinfelder is well versed in the requirements for timeliness and efficiency when working on public sector projects, and are knowledgeable of applicable codes, regulations, and ordinances associated with public works design and construction.

On-Call Contract Experience

In addition to our extensive public works experience, we are extremely effective at managing on-call contracts. We are currently providing professional services as an "on-call" consultant for many agencies. Several, relevant key public agency clients are listed on the following page.

LOCAL PUBLIC WORKS AND PUBLIC AGENCY EXPERIENCE

- | | |
|--|---|
| <ul style="list-style-type: none"> • Orange County Department of Public Works • Orange County Transportation Authority • County of Los Angeles • City of Long Beach • Caltrans Districts 7, 8, and 11 • City of Los Angeles • City of Anaheim | <ul style="list-style-type: none"> • City of Ontario • City of Burbank • Los Angeles County Metropolitan Transportation Authority (METRO) • City of Industry • Los Angeles Department of Water & Power • Riverside County Transportation Department |
|--|---|

ON-CALL PROJECT TYPES

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> * Administrative buildings * Roadways * Water treatment facilities * Airports * Correctional facilities * Parks | <ul style="list-style-type: none"> * Pipelines/storm drains * Landfills * Parking structures * Libraries * Dams/flood control * Hospitals | <ul style="list-style-type: none"> * Universities/schools * Bridges * Redevelopment areas * Courthouses * Water conveyance facilities * Levees |
|--|---|--|

Materials Testing and Inspection Services. Kleinfelder offers materials testing and inspection services that can significantly reduce uncertainties during the construction process through consistent use of our internal “Kleinfelder Quality Management Plan” (KQMP) which **includes measures to meet the Caltrans documented “Independent Sampling and Testing (ISAT) program**. Adherence to the KQMP is the responsibility of our Project Manager/Principal Agent and is required to be followed by our subcontractor.

Our engineers work closely with design professionals and other project team members throughout the project’s duration, helping to balance the often-competing elements of time, budget, and quality. Laboratory testing is provided by our own fully accredited laboratories meeting all ASTM E329 requirements for testing, which are inspected and certified regularly by agencies that include:

LABORATORY ACCREDITATIONS

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> * City of Los Angeles * Caltrans | <ul style="list-style-type: none"> * DGS DSA * AASHTO-AMRL | <ul style="list-style-type: none"> * CCRL * USACE |
|---|--|---|

Kleinfelder provides a full scope of services for the inspection and testing of construction-related materials including:

MATERIALS TESTING AND INSPECTION SERVICES

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> * Site grading * Foundation excavations * Backfill placement * Subgrade preparation * Pile driving * Drilled pier construction * Rock anchor placement * Precast concrete inspection * Welding inspection | <ul style="list-style-type: none"> * Concrete paving * Reinforcement placement * Batch plant inspection * Concrete placement * Asphalt paving * Soil improvement * Load tests * Steel construction | <ul style="list-style-type: none"> * Painting * Masonry construction * High strength bolting * Expansion bolting * Drainage systems * Field instrumentation * Underpinning * Source inspection * Fabrication shop inspection |
|---|--|---|

Special Inspection Services. Special inspection services are provided to verify the compliance of structural elements to project plans and specifications as set forth by the California Building Code (CBC). These **services will be provided by our in-house approved inspectors** who have undergone voluntary certification by the International Code Council (ICC). Their responsibilities on a project include (within the restraints and under the guidelines as set forth by the CBC):

SPECIAL INSPECTION SERVICES

- * Observing the work assigned for conformance with approved design drawings and specifications.

- * Furnishing inspection reports to the building official, owner's representative, construction manager, and other designated persons.
- * Bringing all discrepancies to the immediate attention of the contractor, and if uncorrected, to the attention of the construction manager and building official.
- * Submitting a final signed report stating whether the work requiring special inspection was, to the best of our knowledge, in conformance with approved plans, specifications, and the workmanship provision of the CBC.

Kleinfelder Project Team

Key Personnel Team Leads

Kleinfelder has assembled a team of key professional and technical personnel to address the scope of services that are anticipated under the City's contract.



c: 909.376.6128

Project Manager / Principal Agent

DANY HANNA, PE, MS, MBA

Available to fully support this Contract

- 19 years of experience as Principal-In-Charge, Program Manager, Contract Manager, and Project Engineer for multiple agency contracts, including Cities of Ontario and Long Beach, County of Los Angeles, Caltrans, and various southern California agencies.
- MBA, Finance; MS, Civil Engineering (Pavement); CA PE - Civil #70996

Associates-in Charge (Task Order Managers)



c: 858.736.6412

JAMES STIADLY, PhD, PE, GE

Available to fully support this Contract

- 20 years of technical and project management experience in pavement, geotechnical, and materials testing for various on-call contracts throughout southern California. Performs pavement condition surveys, designs pavement sections, and develops/reviews pavement rehabilitation programs.
- PhD, Civil Engineering; California PE - Civil #66243; and GE # 2820



c: 562.824.2306

ROGER KHOUDESSIAN, PE

Available to fully support this Contract

- 17 years of experience in materials engineering and with ASTM, AASHTO-AMRL, Caltrans, Greenbook, USACE, ACI, and local standards.
- BS, Civil Engineering; PE - Civil No. 73806, CA; Multiple certifications- California Test Methods (CTM), AWS Certified Welding Inspector, ICC Special Inspector, NICET Level II, PG Binder Technician (NBTC)



c: 909.721.6639

RICK BELL, NICET, NRMCA, RSO

Available to fully support this Contract

- 38 years' experience with task order management and laboratory/field QA testing, which has included construction inspection, shop fabrication inspection, materials testing, batch plant inspection, and office engineering.
- NICET - Level II (field & lab); National Ready Mixed Concrete Association: Portland Cement Concrete (PCC); OSHA 40-Hour HAZWOPER; Certified Radiation Safety Officer (RSO)

Key Personnel Resumes

Resumes for our key personnel that outline their technical and design experience are included as *Appendix A* to this proposal.

Organization Chart

Our Organizational Chart below provides a graphic illustration of our proposed project team members including our Project Manager/Principal Agent and Associates-in-Charge (Task Order Managers), key personnel, additional support staff resources, and their roles and responsibilities. We have also noted percentages of time that each team member will be devoted to this contract. Should the City's projects require additional support, we can easily **draw upon an additional 400+ local professional and technical resources** located within southern California.



DBE Subcontractor Participation

Kleinfelder has teamed with a highly qualified and experienced **Disadvantaged Business Enterprise (DBE) subcontractor and we intend to exceed the City's 10 percent goal for federally funded projects.** Kleinfelder has teamed with this subcontractor on similar projects, who is a local expert in their field, and will augment our capabilities to support the City's as-needed scope of services and maintain flexibility in resourcing given the often-intermittent nature of services authorized under an as-needed contract.

Contact

Kreetha Mekchai, CEO/President
909.293.9186
8966 Benson Ave. Unit B
Montclair, CA 91763
transmatinc@gmail.com

Certifications

DBE (CUCP) #45222
Accredited Laboratory
State of CA DIR Registered
1000057301 (exp. 06/22)
Established: 2017
Role: Testing & inspection
services



Professional consulting services corporation providing materials testing, geotechnical engineering, and field inspection services. Currently working with Kleinfelder on two Caltrans contracts. Transmat's President and founder, Mr. Kreetha Mekchai, has 20 years of experience in materials testing, inspection, geotechnical investigation, and laboratory testing. TransMat employs several experienced laboratory and field (soils, asphalt concrete, PCC) testers and batch plant inspectors. These laboratory testers and field technicians/inspectors are experienced with field safety, defensive driving, and specific project safety requirements.

d. Understanding of Need

Kleinfelder understands that the City requires the services of a qualified firm to provide experienced field and laboratory staff on an as-needed basis to perform materials testing and inspection services for various Capital Improvement Projects within the City. Projects may include street pavement, traffic signals, underground utilities, buildings, bridges, and park facility improvements.

Work is anticipated to include testing and inspections for construction activities involving grading, soils, base material, concrete, masonry, asphalt concrete, structural steel, reinforcing steel, painting and to provide other quality assurance (QA) services when required.

Kleinfelder acknowledges that City projects may be funded with State and Federal grant funds administered by Caltrans.

In general, the requested services may include materials testing and inspection services of the following:

MATERIALS TESTING AND INSPECTION SERVICES			
* Mix Designs	* Concrete	* Concrete Blocks	* Brick Masonry
* Masonry Prisms	* Mortar and Grout	* Fireproofing	* Soils
* Asphalt Concrete	* Reinforcing Steel	* Environmental	* Aggregates

Materials Testing and Inspection Services Work Plan

Kleinfelder expects to furnish all personnel, laboratory facilities, transportation, materials, supplies and equipment necessary to perform services requested under this contract. Depending on the funding source, all services will be provided in accordance with the California Building Code (CBC), Standard Specifications for Public Works Construction (Green Book), Caltrans Standard Specifications, as well as OSHA Construction Industry Standards, and other applicable codes. **All of our personnel who will conduct the sampling and testing will be certified by the proper authority having jurisdiction for the project, and a copy of their certifications will be on file in the office of the Construction Engineer prior to any work being performed on the project.**

The following outlines a typical work plan for materials testing and inspection services anticipated under this contract:

Task 1: Project Kick-Off Meeting

Our project team will meet with City representatives to initialize the project expectations, in terms of scope of services, schedule, and budget requirements. Communication controls and expectations will be clearly outlined for future activities. The primary goal is to have a mutual understanding of the City's expectations of Kleinfelder and the conduct of the construction activities. With a clear understanding of the expectations, unanticipated changes and surprises can be dramatically reduced. At this time, we will review project plans and specifications to evaluate the intended scope of services and provide alternatives for consideration.

Task 2: Identification of Schedule and Budget Requirements

After reviewing the plans, specifications, and schedule, we can prepare a proposed scope of services and cost estimate. The construction schedule will have a large impact on the requirements and duration of our services. It is important, both from a scheduling and accounting standpoint, to have an agreed-upon schedule and budget to follow and measure, as we proceed through the construction process. These elements will help us to provide the City with progress benchmarks, both from a financial and construction viewpoint. Once our proposal is approved by the City, we will receive a Work Authorization.

Task 3: Staffing and Resource Management Plan

Our Project Manager/Principal Agent will personally manage City projects and work closely with our Task Order Managers, typically the individual that attended the kickoff meeting. We will hold an internal kickoff meeting with designated staff to review documents, project scope, expectations, work practices, and schedule subconsultants as needed.



Mr. Hanna will be supported by our Quality Assurance Manager, Mr. Mike Dorsch, to provide proactive testing and inspection in accordance with the project needs. **Kleinfelder will develop a customized Quality Assurance and Quality Control (QA/QC) Plan for each task order under this contract.** A written Project Quality Plan is the key ingredient of our QMP regardless of scope or budget.

For medium to large projects where observation services are required on a full-time basis, we will assign a multi-disciplined Senior Technician to reduce the need for more than one technician for multiple operations at the site. This Senior Technician will also coordinate resources in the field. In the event that the job sequence requires more than one technician, we will

provide a supplemental technician (upon City approval) who will work at the direction of our Senior Technician.

Task 4: Preparation and Review of Mix Designs

Based on the discussion and information gathered from the kickoff meeting with the City staff, a Kleinfelder pavement engineer will review and/or recommend and develop concrete and asphalt mix designs considering the traffic loads, subgrade modulus, and sustainability factors. A road alignment with a weak subgrade and requiring reconstruction may be a good candidate for full depth reclamation. Typically, this approach is cost effective where long runs of pavement require replacement. Recycling the existing asphalt pavement and base material and blending it into the subgrade soils reduces hauling and disposal of material.

Kleinfelder is capable of developing asphalt concrete mix designs for leveling course, asphalt base course, surface course, and wearing course, including rubberized asphalt concrete mixes.

Kleinfelder can prepare and develop these mix designs in-house, utilizing the appropriate test methods and samples of aggregate and binder from local asphalt suppliers. In addition, we can develop mix designs for concrete pavement, full depth reclamation sections, and cement treated base materials.

Task 5: Material Testing & Inspection Services

We understand and are well-versed in the City's requirements for timeliness and efficiency in performing work, scheduling, and reporting results. Once notified with a time and location where our technician/inspector will be required, our centralized Kleinfelder dispatch team will schedule the appropriate certified technician/inspector for assignment. The technician/inspector will become intimately familiar with the project documents and will maintain daily records of inspection and testing which will document records of time and work performed.

Our field staff will review safety protocols and safe work practices for each activity. They are equipped with appropriate personal protective equipment (PPE) for services they will provide, which include reflective safety vests, steel-toed boots, hard hats, gloves, and eye protection. They will participate in daily safety tailgate meetings prior to the start of work. They will contact our office for additional staffing and equipment, as necessary, based on communication with the City's onsite representative and the project engineer.

Daily reports and test results will be provided to the project engineer and City onsite representative for review and signature and delivered to Kleinfelder's Project Manager/Principal Agent at least on a weekly basis, or daily when time-critical items are identified for immediate resolution. Reports and test results may be transmitted electronically to the project engineer and requested City team members. The technician/inspector will maintain a list of non-compliance issues and track resolution of these items. In addition, they will document and track re-inspection and re-testing so the City may back-charge the contractor for these additional costs, if desired.

In addition to required inspection, testing, and sampling equipment, inspectors are equipped with smartphones, iPads or laptops with software including Microsoft Office (Word, Excel, and Outlook), Bluebeam Revu and Acrobat Reader for pdf files, and our FieldNet reporting software.

Kleinfelder inspectors utilize our proprietary field reporting software, FieldNet, which enables our staff to collect data, prepare deliverables, effortlessly upload information to data management systems, and

automatically generate reports using tablets in the field. **FieldNet improves reporting turnaround time and offers high data quality on projects.**

FIELDNET ADVANTAGES

- Better access to higher quality, consistent field data
- Improved turn-around time and communication
- Reduced risk of lost or compromised data
- Reduced or eliminated manual re-entry of data
- Efficient workflows from field to office
- Automatically generated deliverables
- Integration with GIS, LIMS, Deltek®, gINT®, EQulS™
- Enhanced photographic documentation
- Works without an internet connection
- Enhanced GPS accuracy when required
- Custom forms can be developed by request

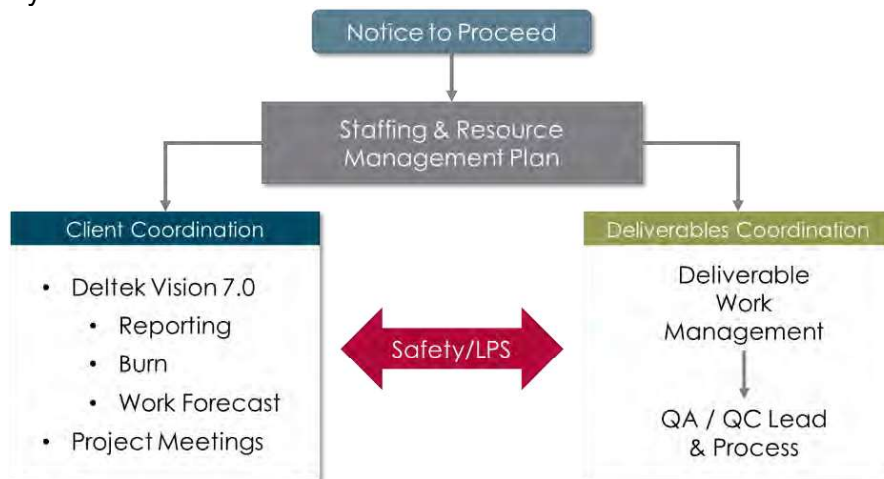
Task 6: Laboratory Testing

Samples of construction materials will be picked up and transported to our laboratory for testing and analysis by certified laboratory technicians. The laboratory manager reviews the data and distributes a typed test results report indicating whether the material did or did not meet the requirements of the project specifications. A **registered engineer will review the laboratory reports and certify the test results prior to distributing them to the City's authorized representatives.** The City and Kleinfelder's Project Manager/Principal Agent will be notified immediately if a sample fails to meet specifications so that an alternate plan may be implemented.

Task 7: Project Management and Controls

The management of our processes will be a valuable tool for the City to assess not only the acceptability of the construction process, but also many aspects of the progress and conduct of the job. The key to success on any project begins with a **strong Project Manager/Principal Agent who is available, experienced, and practices proactive communication strategies**. Mr. Hanna's leadership is focused on a team approach with proactive communication to:

- Provide successful project execution plan (PXP) including a detailed scope, a realistic schedule, and a mutually agreed upon budget
- Strategically coordinate and allocate resources within Kleinfelder and the subcontractor team
- Ensure quality at all levels of planning and design
- Ensure safety



Project controls is a term describing the tools, techniques, and procedures implemented by Kleinfelder's Project Manager/Principal Agent to monitor project components: scope and budget, project execution, quality, and schedule. **Kleinfelder maintains a team of internal project controllers who actively work on large-scale programs with multiple subcontractors in order to reduce project owner risk through active real time tracking and reporting to the project manager regarding these items.**

Within Scope and Budget. The ability to keep a project within the original scope and budget is a result of defining a complete scope. Identifying a clear purpose, need for the work, and the intended outcome are critical to this task. With well-prepared task scopes and goals, budgets will be set and commitments will be made to adhere to. Progress meetings, reviews, and scheduling controls will identify work that could be out of scope or does not contribute to the desired outcome. These monitoring efforts will control the budget and eliminate out-of-scope work proceeding without proper approvals. Where a change of scope becomes necessary, the issue will be evaluated, quantified, mitigated (if possible), and communicated to the City's project manager. Kleinfelder will not exceed a project budget without getting prior authorization from the City.

Task 8: Reporting and Project Closeout

We will provide the City's representative and other designated team members with a copy of all results, including:

- Daily field reports (upon completion of each shift)
- Daily test results performed in the field (upon completion of each shift)
- Project memos or clarification requests (as needed)
- Budget status reports (weekly or monthly)
- Any unusual or unanticipated activity or observations (as noted)

Laboratory test reports will be forwarded electronically to the City's representative and designated team members. Our laboratory test results will be submitted in accordance with the time frames listed in the City's RFQ Section titled Reporting Test Results. A final report will be prepared for materials testing and inspection services, summarizing the observations and testing made in the field and laboratory, and providing conclusions for suitability and recommendations. **This final report will be submitted to the City within five working days upon completion of each project.**

Commitment to Safety

Kleinfelder employs the LPS® (Loss Prevention System) program in all of our work practices. The basis of LPS is reducing losses (both safety and financial) by identifying unsafe conditions or behaviors and providing the means to mitigate them. Kleinfelder's adoption of the LPS® system has resulted in a total recordable incident rate (TRIR) of 0.40, the lowest in Kleinfelder's history. Kleinfelder is proud to have integrated the LPS® system into our culture, and we believe it sets our firm apart from our competitors by taking a more focused and proactive approach to safe work practices and empowering each employee to identify potential hazards and make safer choices.

e. Relevant Project Experience

ORANGE COUNTY PUBLIC WORKS (OCPW) AS-NEEDED MATERIALS TESTING & INSPECTION AND GEOTECHNICAL ENGINEERING	
Client: OCPW Fee: \$1.5M Duration: 2015 - Ongoing Reference: Vinh Tran, PE, Senior Engineer 714.955.0210 vinh.tran@ocpw.ocgov.com Relevance to this Contract: <ul style="list-style-type: none">• Materials testing and inspections• Laboratory testing• Public structure improvements• Geotechnical engineering review of contractor submittals Key Staff <ul style="list-style-type: none">• Dany Hanna, PE, MS, MBA• Mike Dorsch• James Stiady, PhD, PE, GE• Rick Bell• Bryan Reese, ASP• Eddie Jabbour• Juan Le Roy• Jeffrey Diaz• Cameron Massa• Ali Rehman• Tom Rebosky• Shawn McLaren• Sage Dempsey• Michael Magana• Dominic Montemayor• Christian Castanar• Edmond Jabbour	<p>Kleinfelder is currently providing construction inspection, geotechnical engineering, and materials testing and inspection services for OCPW under the management of Mr. Dany Hanna, PE, MS, MBA.</p> <p>Under on-call contract, Kleinfelder is providing materials testing and inspection services in support of the OCPW QA program for construction of new or rehabilitation of existing roadways, flood control channels, parks, or other infrastructure projects. All testing is performed in accordance with OCPW Standards and Procedures using CTM, ASTM, and/or AASHTO-AMRL testing. Kleinfelder complies with the County of Orange Standard Plans, Greenbook Specifications, Caltrans, ASTM, AASHTO-AMRL, and APWA Standards. In addition, Kleinfelder's material testers, inspectors, and laboratories are certified with Caltrans, CCRL, AASHTO-AMRL resource accreditation, and ASTM D3666. Kleinfelder also complies with all applicable requirements of the California Construction and General Industry Safety Orders, the California Occupational Safety and Health Act (Cal-OSHA), County of Orange's Safety and Loss Prevention Program and all applicable laws and regulations.</p> <p>Oso Parkway Bridge Replacement, Aliso Viejo. This project consists of the removal, relocation and adjustment of existing improvements, excavation and grading, removal and relocation of existing utilities, construction of new storm drainage and storm water pre-treatment and storage system, construction of curb, gutter and pedestrian walkways and ramps, bridge construction, roadway paving and new overhead signage and traffic control devices. Under the leadership of Task Order Manager Rick Bell, Kleinfelder has performed concrete batch plant inspections, PCC aggregate sampling and testing, and onsite flexural beam fabrication and laboratory testing per Caltrans test methods. Additionally, HMA batch plant inspections occurred and Kleinfelder materials testers sampled the HMA, binder, and aggregates for testing in our Caltrans accredited laboratories.</p>



CLIENT BENEFITS

Ability to Meet Schedule. Kleinfelder **utilized its large team of in-house materials testers with Caltrans certifications.** This allowed the team to assist the County laboratory in load-leveling with minimal disruption to meet seasonal construction testing needs.

Availability/Responsiveness. The depth of our team and local operations enabled us to identify the appropriate staff and **schedule for service within hours of receiving requests.**

CITY OF LONG BEACH ON-CALL MATERIALS TESTING AND GEOTECHNICAL SERVICES

Client: City of Long Beach

Fee: \$12M

Duration: 1991-Ongoing

Reference:

Marc Wright, Construction Service Officer, Bureau of Engineering, Department of Public Works
562.570.5160

marc.wright@longbeach.gov

Relevance to this Contract:

- Special inspections
- On-call services
- Field testing per Greenbook and Caltrans specifications
- Review of project plans & specs and submittals
- Laboratory testing of construction materials
- Related public improvements

Key Staff

- Dany Hanna, PE, MS, MBA
- Mike Dorsch
- Bryan Reese, ASP
- Roger Khoudessian, PE
- Rick Bell
- Sony Pheng
- Jeffrey Diaz
- Michael Magana
- Juan Le Roy
- Cameron Massa
- Danielle Grey

Kleinfelder has been providing on-call geotechnical, materials testing and inspection services for the City of Long Beach since 1991. Under numerous contracts, **Kleinfelder has performed work on over 500 task orders** for the City. The scope of work comprises the improvement for numerous city street projects (federally and locally funded), airport runways and taxiways, public works facilities (fire stations & libraries) and parks.

Under the **management of Mr. Dany Hanna, PE, MS, MBA**

Kleinfelder has been consistently providing quality and effective on-call materials testing services, which include observation and testing for asphalt concrete, soils, base, slurry seal, full depth reclamation, cement treated base, lime treated soil, PCC testing, and special inspection services of reinforced concrete, structural masonry, structural steel welding and bolting, shotcrete, spray-applied fireproofing, pre-stressed (pre and post-tensioned) concrete, installation of adhesive and mechanical anchor bolts and dowels, HMA, PCC batch plant inspections, and soil nail installation observation.

In addition to materials testing and inspection services, Kleinfelder performed batch plant inspection and reviewed HMA and PCC pavement mix designs. Kleinfelder has also performed on-call environmental services under this contract including asbestos and lead-based paint surveys and abatement oversight.

CLIENT BENEFITS

Rapid, Local Response. Having a local laboratory resulted in cost saving to the City by minimizing travel time and sample pick up and drop off time and which indirectly yields to quick turn-around of test results, avoiding potential construction delays.

COUNTY OF LOS ANGELES AS-NEEDED MATERIALS TESTING, INSPECTION, AND GEOTECHNICAL ENGINEERING SERVICES FOR VARIOUS STREET IMPROVEMENT PROJECTS

Client: County of Los Angeles
Department of Public Works

Fee: \$600,000

Duration: 2000 - Ongoing

Reference:

Kleinfelder has been providing on-call materials testing services for the County of Los Angeles **since 2000**. Task orders have been performed on numerous city streets, bridges, and public improvement projects all throughout the County.

Greg Johnson, PG, CEG,
Laboratory Supervisor
626.458.7986
gjohnson@dpw.lacounty.gov

Relevance to this Contract:

- Field investigations
- Construction monitoring
- Laboratory testing
- Evaluation
- Recommendations
- Materials testing & inspection
- Independent assurance testing

Key Staff

- Dany Hanna, PE, MS, MBA
- Mike Dorsch
- Bryan Reese, ASP
- Roger Khoudessian, PE
- Rick Bell
- Dominic Montemayor
- Eric Kennedy
- Kim Byrd
- Jason Eckerson
- Robert Carman
- Mike Carman
- Jeffrey Diaz
- Cameron Massa
- Julian Calderon
- Michael Magana
- Vartan Deirdeirian

Under the **management of Mr. Dany Hanna, PE, MS, MBA**, Kleinfelder has been consistently providing quality and effective on-call materials testing services to the County. Projects include AC pavement grind and overlay, reconstruction of concrete curbs and gutters, sidewalks, median islands, curb ramps, driveway approaches, alley intersections, and other appurtenant work. Under the current contract, we have performed work on **over 50 task orders**. Kleinfelder services are performed in accordance with the **County's Quality Assurance Plan (QAP) and Caltrans specifications**.

Martin Luther King, Jr. (MLK) Medical Center Campus East Parking Structure. Kleinfelder's Team included several County certified special inspectors with past experience on post-tensioned parking structures in accordance with County and relevant requirements/specifications. Kleinfelder also provided an Inspection Coordinator to fulfill and document the contractor's inspection requests. We additionally provided multi-certified special inspectors as-needed to observe placement of reinforcing steel, post-tensioned tendons, concrete, masonry block, masonry grout, anchor bolts, epoxy dowels, and structural steel welding for this multi-story building.

Arcadia Mental Health Center Replacement. Kleinfelder provided construction materials testing and special inspection services on behalf of the County to assess conformance with the project structural plans and specifications during construction. Our multi-certified, in-house technicians and inspectors provided staffing consistency and scheduling on this project, maintaining costs and maximizing efficiencies.

CLIENT BENEFITS

Rapid local response of nearly two dozen local, certified materials testers and inspectors through our centralized dispatching system - minimizing costs associated with travel by utilizing staff who reside near the project sites.

CALTRANS DISTRICT 8 ON-CALL CONSTRUCTION MATERIALS SAMPLING AND TESTING SERVICES

Client: Caltrans, District 8

Fee: \$3.3 Million

Duration: 2017 - Ongoing

Reference:

Godson Anyanwu, PE, Chief
Caltrans Southern Regional Lab
(SRL)

951.232.3834

Godson_Anyanwu@dot.ca.gov

Relevance to this Contract:

- Construction materials observation
- Materials testing per CTMs and Caltrans Construction Manual
- Concrete and HMA batch plant inspection

Under the **management of Mr. Dany Hanna, PE, MS, MBA**, Kleinfelder is currently providing construction materials sampling and testing and batch plant (asphalt concrete/PCC) inspection services to improve the State transportation system throughout Caltrans District 8. Our services are performed by materials engineering testers holding the appropriate Caltrans, ACI and AASHTO certifications at numerous project sites and material supplier batch plants.

Task Order Manager Mr. Mike Dorsch performs project scheduling and field coordination, review and distribution of daily field reports, materials documentation and information, and prepares reports to Caltrans standards and requirements. Our materials testers work together under our **Lead Materials Tester Mr. Roger Khoudessian, PE**.

CLIENT BENEFITS

Kleinfelder's multi certified Consultant Materials Testers have **provided added value by being able to service multiple projects**

- Field sampling of fresh concrete, HMA, soil, aggregate
- Field nuclear gauge compaction testing
- Materials testing services in mobile laboratories
- Special materials analysis and evaluation
- Materials documentation and information
- Preparation of reports

Key Staff

- Dany Hanna, PE, MS, MBA
- Mike Dorsch
- Bryan Reese, ASP
- Roger Khoudessian, PE
- Ali Rehman
- Dominic Montemayor
- Eddie Jabbour
- Kennedy Eubany
- Jeffrey Diaz
- Julian Calderon
- Michael Magana
- Juan Le Roy

and scopes of work within the same shift resulting in a cost savings to Caltrans.

Continuity and Depth of Expertise. Our team's existing knowledge with Caltrans staff, equipment, and processes means we require no training and have no learning curve. This results in high levels of quality assurance.

Local Response/Efficiency from Dispatch to Report Distribution. Kleinfelder was able to draw upon a team of nearly two dozen materials staff with current Caltrans TL-0111 certifications. This large pool of materials engineering testers allows the team to assist the Caltrans staff in load-leveling with minimal disruption to meet their construction testing needs.

Cost Savings. The Kleinfelder team utilized multiple laboratory facilities for equipment storage and materials testing services to minimize travel time and provide quicker laboratory testing turn-around times.

CITY OF ONTARIO ON-CALL MATERIALS TESTING AND GEOTECHNICAL SERVICES

Client: City of Ontario

Fee: \$200,000 to date

Duration: 2014 - Ongoing

Reference:

Tricia Espinoza, City Engineer
909.395.2000

tespinoza@ci.ontario.ca.us

Relevance to this Contract:

- Preliminary geotechnical investigations
- Geotechnical observations/testing and report preparation
- Materials testing and inspection services per ASTM, ACI, and Caltrans test methods
- Review of project plans, specs, and submittals
- Laboratory testing of construction materials
- Related public improvements

Key Staff

- Dany Hanna, PE, MS, MBA
- Mike Dorsch
- Bryan Reese, ASP
- Rick Bell
- Sony Pheng



Kleinfelder is currently performing as-needed geotechnical engineering and materials testing and inspection services as an extension to the city engineering department. Our services have included multiple task orders

requesting materials testing and inspection services during the rehabilitation of multiple residential streets and main commuter routes with the city.

Typical task orders have included construction observation and field and laboratory testing of engineered fill soils and backfill, aggregate base rock, asphalt concrete and PCC utilized during utility and street improvement projects.

CLIENT BENEFITS

Staff Expertise/Quality Work: Kleinfelder's **local staff hold certifications by the Asphalt Institute, AWS/CWI, NACE, ACI, ICC as well as Caltrans** proficiency. These certifications along with our local knowledge of the geology, material suppliers and sources allowed us to provide our client with a team possessing the most recent and relevant knowledge during construction activities.

- Thomas Rebosky
- Jeffrey Diaz
- Juan Le Roy
- Cameron Massa
- Shawn McLaren
- Michael Magana

Ability to Meet Schedule: Kleinfelder utilized our team of local, certified staff. to assist the city with minimal disruption to the traveling public.

Cost Savings/Local Office: Kleinfelder utilized our staff and laboratory located in the City of Ontario to minimize costs associated with travel and increase laboratory testing and reporting time.

Availability/Responsiveness: The depth of our team and local operation enabled us to **identify the appropriate in-house staff and schedule for service within hours of receiving requests.**

f. References

The following includes select examples of our project experience with references for three public entities for which Kleinfelder has performed similar work within the past five years. These projects are detailed in Section e. Relevant Project Experience.

Public Entity	Project Name	Reference
Orange County Public Works (OCPW)	As-Needed Materials Testing & Inspection and Geotechnical Engineering Services	Vinh Tran, PE, Senior Engineer 714.955.0210 vinh.tran@ocpw.ocgov.com
City of Long Beach	On-Call Materials Testing and Geotechnical Services	Marc Wright, Construction Service Officer, Bureau of Engineering, Department of Public Works 562.570.5160 marc.wright@longbeach.gov
County of Los Angeles	County of Los Angeles As-Needed Materials Testing, Inspection, and Geotechnical Engineering Services for Various Street Improvement Projects	Greg Johnson, PG, CEG, Laboratory Supervisor 626.458.7986 gjohnson@dpw.lacounty.gov



SECTION 2. SCOPE OF SERVICES AND SCHEDULE

Materials Testing and Special Inspection Services

Kleinfelder offers materials testing and inspection services that can significantly reduce uncertainties during the construction process. Our engineers work closely with design professionals and other project team members throughout the project's duration, helping to balance the often-competing elements of time, budget, and quality. Kleinfelder plans to perform materials testing and inspection services to assist the City and on-site construction personnel, in maintaining awareness that workmanship is being performed to the project specifications and that construction materials utilized meet minimum project specifications.

The depth of our local team and dispatch system enables us to identify the appropriate staff and schedule to respond quickly (within 4 hours or less) and provide the City with quick turn-around time. Our team is **experienced with on-call project demands and works 24 hours a day, 365 days a year to meet project needs.**

Materials testing and inspection services will be performed by knowledgeable individuals familiar with local soil conditions and construction materials standards and attributes. These services are intended to complement and assist the City throughout construction-related activities and our staff will be responsible for:

- Observing the work assigned for conformance with approved design drawings and specifications.
- Registering deputy inspectors with the City's Planning and Building Agency prior to the start of inspection.
- Furnishing typed field reports daily to the City, building official, owner's representative, construction manager, and other designated persons.
- Submitting typed inspection and testing reports to the City's Public Works Agency and the Planning and Building Agency in accordance with Greenbook and CBC requirements within a week after the work is performed.
- Bringing all discrepancies to the immediate attention of the contractor, and if uncorrected, to the attention of the construction manager and City representative.
- Submitting a final signed report stating whether the work was to the best of our knowledge, in conformance with approved plans and specifications.

Kleinfelder has in-house technicians and inspectors that have been certified by the following agencies:

CERTIFIED TECHNICIANS/INSPECTORS	
* County of Los Angeles	* International Code Council (ICC)
* City of Los Angeles	* National Institute for the Certification of Engineering Technologies (NICET)
* Caltrans	* American Construction Inspectors Association (ACIA)
* American Welding Society (AWS)	* American Concrete Institute (ACI)
* DGS/DSA for Masonry and Shotcrete Inspection	

Kleinfelder provides QA inspection and testing services during construction of numerous projects including public works projects, commercial structures, bridges, mines, roadways, and airport runways. Our supervisory staff under the direction of our Project Manager/Principal Agent will be involved in all aspects of our materials testing and inspection services as well as the safety of our field staff. **Mr. Hanna will work with our Health & Safety Manager Mr. Bryan Reese to ensure that our inspectors who perform work in confined areas or at elevated levels shall be certified or trained for confined space entry and have the proper fall protection and training.** Our in-house team can provide the full scope of services listed for the materials testing and inspection of construction-related materials including:

MATERIALS TESTING AND INSPECTION SERVICES		
* Site grading	* Concrete paving	* Masonry construction
* Foundation excavations	* Reinforcement placement	* High strength bolting
* Backfill placement	* Batch plant inspection	* Expansion bolting
* Subgrade preparation	* Concrete placement	* Drainage systems
* Pile driving	* Asphalt paving	* Field instrumentation
* Drilled pier construction	* Soil improvement	* Underpinning
* Rock anchor placement	* Load tests	* Source inspection
* Precast concrete inspection	* Steel construction	* Fabrication shop inspection
* Welding inspection	* Painting	

Listed below are the standard materials testing and inspection services which we expect to perform on this contract and have provided for similar on-call contracts:

Soil and Aggregate Sampling and Testing. Our certified technicians will sample soil and aggregate using ASTM Standard Practice D75 for the appropriate laboratory testing, which may include sieve analysis, sand equivalent, cleanness value, R-value, maximum density, specific gravity, durability, soundness, and expansion potential.

Bituminous Mixture Sampling and Testing. Our certified technicians will sample asphalt concrete mixtures in the field or at the batch plant using ASTM D979 for laboratory testing which may include maximum theoretical unit weight, asphalt extraction, stability, moisture and rutting susceptibility, and gradation analysis.

Soil and Base Compaction Testing. Our certified technicians observe placement of soils and aggregate base material and conduct field testing using a nuclear gauge device or sand cone to evaluate the in-place density and moisture of the material and to calculate relative compaction.

Results of soil and aggregate base compaction and density testing taken at the job site will be submitted to the City's designated representatives within 24 hours.

Micro-surfacing and Slurry Seal. Our certified technicians observe the placement of slurry seal, scrub seal and micro-surfacing materials for resurfacing of the existing roadways. They check for oversize material, monitor mix temperature, proper mixing, and blending of the mix. Our inspectors can also collect samples of slurry seal for wet-track abrasion testing.

Asphalt Compaction Testing. Our certified technicians observe placement and compaction of HMA material using nuclear density gauges in accordance with California Test Method 375. **Results of asphalt compaction and density testing taken at the job site will be submitted to the City's designated representatives within 24 hours.**

Asphalt Batch Plant Inspection. Our certified technicians routinely provide batch plant inspection during paving operations to observe and document material quantities, mixing temperatures, binder type and temperatures. They collect samples of asphalt and aggregates and conduct moisture tests and grain size analysis. They also ticket the load for identification by the field inspector.

Concrete Batch Plant Inspection. Our certified technicians perform observation and documentation of procedures used in concrete batching. At the batch plant, the inspector monitors and records weights of ingredients for concrete, including admixtures. They also monitor mixing of concrete, slump, addition of water, and adherence to the approved mix design. They will ticket the load for identification by the field inspector.

Inspection of Reinforcing Steel at the Fabrication Plant. Our deputy inspectors identify and sample reinforcing steel at the fabrication plant and tag the steel for recognition upon arrival at the project site. We also collect samples of reinforcing steel which are transported to our facility for laboratory testing (bend and tensile) as required by the project plans and specifications.

Placement of Reinforcing Steel. Our deputy inspectors will verify the reinforcing steel placement prior to placement of concrete. Reinforcing steel is observed for size, spacing, type, grade, identification, placement, and configuration.



Concrete Placement. Our deputy inspectors will observe placement of reinforced concrete and sample the concrete during placement. Our field services will include casting cylinders for compression testing, monitoring of slump, temperature, mixing time, mix design identification, and other field testing required by the plans/specifications.

Welding of Structural Steel. Our deputy inspectors or an American Welding Society (AWS) Certified Welding Inspector (CWI) observe welding operations during structural steel erection and connection at the project location. This is done on both a continuous and periodic basis as dictated by the approved drawings and applicable codes. Our services include the observation of welder certifications, material identification, joint fit-up, pre/post-weld heat treatment, and general compliance of structural steel construction to the project requirements and applicable codes.

Installation & Tightening of High-Strength Bolts. Our deputy inspectors observe the installation and tightening of high strength bolts as dictated on the project plans. We perform sampling and tension/torque testing of high strength bolts in accordance with applicable codes and project documents.

Non-Destructive Testing of Welds. Our deputy inspectors certified by ASNT in Ultrasonic Testing (UT), Magnetic Particle Testing (MT), Dye Penetrant Testing (DT), or Radiographic Testing (RT) procedures perform nondestructive testing as required by the project plans, specifications, and applicable codes.

Structural Steel Fabrication Shop Inspection. Our deputy inspectors or AWS-CWI will observe welding operations during fabrication shop welding prior to shipment of structural members to the project site. This is done on both a continuous and periodic basis as dictated by the approved drawings and applicable codes. Our services include the observation of welder certifications, material identification, joint fit-up, pre/post-weld heat treatment, and general compliance of structural steel construction to the project requirements and applicable codes.

Installation & Testing of Drilled-In-Anchors. Our deputy inspectors observe the installation of reinforcing steel/anchor bolts using either a chemical epoxy or mechanical anchor, as specified. Our field services will include verification of the size, depth, spacing, and cleanliness of holes to receive the reinforcing steel/anchors. We will also verify adherence with the manufacturer's specifications for the chemical epoxy/mechanical anchor and conduct proof testing of drilled-in-anchors using approved methods (tension/load/torque testing).

Masonry Construction. Our deputy inspectors perform continuous inspection of the placement of concrete masonry units, mortar, reinforcing steel, concrete grout, and items embedded in masonry. We will also sample and test construction materials including pre-construction masonry prisms, grout, and mortar for compression testing, as required by the project specifications.

Spray-Applied Fireproofing. Our deputy inspectors visually inspect the condition of surfaces of structural steel to receive fireproofing. The contractor's method of mixing and application and perform thickness testing, density testing, and adhesion/cohesion testing in accordance with the project specifications is verified and the samples are transported to our laboratory for appropriate testing.

Post-Tensioned Concrete. Our deputy inspectors observe the placement of post-tensioning tendons, monitoring of tendon profile, and placement of reinforcing steel and concrete. We also measure and record elongation of the post-tensioning tendons during stressing operations.

Shotcrete. Our deputy inspectors will observe shotcrete placement and sample shotcrete materials for appropriate testing. They will observe cores of test panels looking for voids, sand lenses, rebound, or other evidence of inadequate application.

Source Inspection. Our deputy inspectors will observe source inspection for concrete and asphalt concrete at mixing plants, and inspection for other materials at their source as required by the project specifications.

Painting. Our deputy inspectors will visually observe painting/coatings and/or corrosion protection as required by the project specifications. This inspection may include non-destructive testing of the painting coating thickness and/or non-destructive testing which may include holiday testing to verify materials meet the project requirements.

In addition to the standard materials testing and inspections listed above, we can provide other quality control services as requested by the City. The Kleinfelder Team has a team of registered engineers and professionals who can work with the City's staff to recommend test methods on defective work and advise the City of acceptance standards.

Independent Assurance Sampling and Testing (IAST) Program

Kleinfelder's KQMP is designed to be consistent with the requirements of ANSI/ISO/ASQ Q9001-2008, "Quality Management Systems - Requirements", Title 10 of the Code of Federal Regulations, Part 830, Subpart A – "Quality Assurance Requirements" (10CFR830, Subpart A) and implementation guidance provided Department of Energy Order 414.1D, "Quality Assurance" (DOE O 414.1D). Our KQMP is generally compliant with other quality requirement documents such as QC-1 (cited in Requests for Proposals by the Department of Defense) and meets Caltrans ISAT program. Our plan is typically invoked on Kleinfelder projects that require sampling/testing other than ANSI/ISO/ASQ Q9001-2008, or 10CFR830 Subpart A and Caltrans criteria, with no or minimal modification.

Our KQMP consists of two parts which include a written overview of Kleinfelder's quality expectations and the specific endorsed Kleinfelder Quality Procedures (KQPs). This plan will be utilized to **verify sampling and testing is performed correctly and to ensure that all equipment is properly calibrated and labelled.** Additionally, the plan includes our processes to ensure that actions are immediately taken when test results are questionable or when discrepancies are found, and the corrective actions taken upon findings. Our KQMP also includes a continuous review and as needed modifications, to our processes to stay up to date with industry changes and best practices that can benefit Kleinfelder and our clients.



Laboratory Accreditations

Kleinfelder maintains three southern California laboratories: Ontario, Long Beach, and San Diego. Kleinfelder's laboratories are fully equipped for testing construction materials. Kleinfelder has an in-house QA program to maintain a high level of accuracy and reproducibility in testing services performed by the firm. Experienced technicians perform the laboratory tests under the supervision of a registered professional engineer who will review all test results prior to distribution. **Our laboratory will conduct acceptance testing of the materials on the first day when work is performed, and will continue to perform testing until the work is completed.** All gauges, proving rings, scales, and other equipment used for testing are maintained and calibrated on a

regular basis by certified independent agencies in accordance with recognized national standards.

Kleinfelder's own QA program is supplemented with regular inspection by governmental agencies. The most significant outside QA inspection of our firm is by the National Bureau of Standards through the Commercial Testing Laboratory Accreditation Program administered by AASHTO-AMRL.

All of our laboratories participate in correlation testing programs including CCRL and AASHTO-AMRL proficiency testing programs, also administered by the National Bureau of Standards and the reference sample programs offered by Caltrans. Kleinfelder is one of the few commercial testing facilities in the state to participate in all of the programs, which are accepted as the most rigorous evaluation available in the field of materials testing.

Kleinfelder's accredited laboratories are inspected and certified regularly by agencies that include:

LABORATORY ACCREDITATIONS		
* City of Los Angeles	* DGS DSA	* CCRL
* Caltrans	* AASHTO-AMRL	* USACE

Kleinfelder laboratory facilities offer state-of-the-art capabilities in PCC, asphalt concrete, steel, masonry, and soils. Our facilities meet all ASTM E329 requirements for testing of concrete, soil, masonry, and bituminous materials. Our laboratory and field-testing capabilities include the use of specialized equipment not found with many firms. Another value-added service Kleinfelder offers is self-contained mobile laboratories to conduct a variety of soils, materials, and concrete testing on site. All mobile laboratories undergo appropriate reviews, inspections, and certifications prior to commencement of construction.

The **Kleinfelder team is committed to reporting laboratory test results to the City and its designated representatives in a timely fashion.** Results of sand equivalent, cleanness value, and sieve analysis material sampled from the material source will be submitted to the Resident Engineer within 24 hours of sampling. Similarly, results for these tests for soil and aggregate material sampled from the job site will be submitted in accordance with the City's RFQ Section titled Reporting Test Results. The Kleinfelder Team staff's its laboratories around-the-clock and will meet the City's demands to report laboratory test results.

Our DBE subcontractor TransMat, Inc. also maintains an accredited laboratory that will be available as needed and will adhere to the same laboratory reporting timelines.

Please see *Appendix B* for copies of laboratory accreditations.

EXHIBIT C

CONSULTANT'S FEE & COSTS PROPOSAL

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: Dany Hanna, PETitle*: Project Manager / Principal AgentSignature : Date of Certification (mm/dd/yyyy): 1/24/2023Email: dhanna@kleinfelder.comPhone Number: 909.376.6128Address: 24411 Ridge Route Drive, Suite 225 Laguna Hills, CA 92653

* 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:

Building/Construction Inspection and Field Soils and Material Testing

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: Kreetha MekchaiTitle*: CEO/PresidentSignature : Date of Certification (mm/dd/yyyy): 09/24/2020Email: transmatinc@gmail.comPhone Number: 626-532-7705Address: 8966 Benson Ave. Unit B, Montclair, CA 91763

* 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:

Soils and Material Testing/Laboratory

EXHIBIT 10-H2 COST PROPOSAL

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

Consultant Kleinfelder, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ 20-111 Contract No. TBD Participation Amount NTE \$950,000.00 Date 1/27/2023

FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
57.05%	+	101.97%	=	159.02%
Fee				=
				10.00%
				2.84922

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			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			
Michael Dorsch Project Manager	\$ 249.59	N/A	N/A	10/1/2022	9/30/2023	\$ 87.60	-	Not Applicable
	\$ 257.09	N/A	N/A	10/1/2023	9/30/2024	\$ 90.23	3.00%	
	\$ 264.81	N/A	N/A	10/1/2024	9/30/2025	\$ 92.94	3.00%	
Exempt Non-Prevailing Wage								
Amber Parker Task Order Manager	\$ 213.69	N/A	N/A	10/1/2022	9/30/2023	\$ 75.00	-	Not Applicable
	\$ 220.10	N/A	N/A	10/1/2023	9/30/2024	\$ 77.25	3.00%	
	\$ 226.71	N/A	N/A	10/1/2024	9/30/2025	\$ 79.57	3.00%	
Exempt Non-Prevailing Wage								
Anouar Kartite Task Order Manager	\$ 205.49	N/A	N/A	10/1/2022	9/30/2023	\$ 72.12	-	Not Applicable
	\$ 211.64	N/A	N/A	10/1/2023	9/30/2024	\$ 74.28	3.00%	
	\$ 217.99	N/A	N/A	10/1/2024	9/30/2025	\$ 76.51	3.00%	
Exempt Non-Prevailing Wage								
Enrique Romero Task Order Manager	\$ 106.67	N/A	N/A	10/1/2022	9/30/2023	\$ 37.44	-	Not Applicable
	\$ 109.87	N/A	N/A	10/1/2023	9/30/2024	\$ 38.56	3.00%	
	\$ 113.17	N/A	N/A	10/1/2024	9/30/2025	\$ 39.72	3.00%	
Exempt Non-Prevailing Wage								
Jeff Diaz Task Order Manager	\$ 171.81	N/A	N/A	10/1/2022	9/30/2023	\$ 60.30	-	Not Applicable
	\$ 176.97	N/A	N/A	10/1/2023	9/30/2024	\$ 62.11	3.00%	
	\$ 182.26	N/A	N/A	10/1/2024	9/30/2025	\$ 63.97	3.00%	
Exempt Non-Prevailing Wage								
Jennifer Estes Contract Administrator	\$ 91.35	N/A	N/A	10/1/2022	9/30/2023	\$ 32.06	-	Not Applicable
	\$ 94.08	N/A	N/A	10/1/2023	9/30/2024	\$ 33.02	3.00%	
	\$ 96.90	N/A	N/A	10/1/2024	9/30/2025	\$ 34.01	3.00%	
Exempt Non-Prevailing Wage								
Briana Kennedy Contract Administrator	\$ 118.61	N/A	N/A	10/1/2022	9/30/2023	\$ 41.63	-	Not Applicable
	\$ 122.17	N/A	N/A	10/1/2023	9/30/2024	\$ 42.88	3.00%	
	\$ 125.85	N/A	N/A	10/1/2024	9/30/2025	\$ 44.17	3.00%	
Exempt Non-Prevailing Wage								
Thomas Rebosky* Technician/Inspector	\$ 82.29	\$ 123.43	\$ 164.57	10/1/2022	9/30/2023	\$ 28.88	-	Not Applicable
	\$ 84.76	\$ 127.15	\$ 169.53	10/1/2023	9/30/2024	\$ 29.75	3.00%	
	\$ 87.30	\$ 130.95	\$ 174.60	10/1/2024	9/30/2025	\$ 30.64	3.00%	
Non-Exempt Non-Prevailing Wage								
William Cruze* Technician/Inspector	\$ 89.75	\$ 134.63	\$ 179.50	10/1/2022	9/30/2023	\$ 31.50	-	Not Applicable
	\$ 92.46	\$ 138.69	\$ 184.91	10/1/2023	9/30/2024	\$ 32.45	3.00%	
	\$ 95.22	\$ 142.83	\$ 190.44	10/1/2024	9/30/2025	\$ 33.42	3.00%	
Non-Exempt Non-Prevailing Wage								
Chris Barry* Technician/Inspector	\$ 83.77	\$ 125.65	\$ 167.53	10/1/2022	9/30/2023	\$ 29.40	-	Not Applicable
	\$ 86.27	\$ 129.41	\$ 172.55	10/1/2023	9/30/2024	\$ 30.28	3.00%	
	\$ 88.87	\$ 133.30	\$ 177.73	10/1/2024	9/30/2025	\$ 31.19	3.00%	
Non-Exempt Non-Prevailing Wage								
David Magana* Technician/Inspector	\$ 71.23	\$ 106.85	\$ 142.46	10/1/2022	9/30/2023	\$ 25.00	-	Not Applicable
	\$ 73.37	\$ 110.05	\$ 146.73	10/1/2023	9/30/2024	\$ 25.75	3.00%	
	\$ 75.56	\$ 113.34	\$ 151.12	10/1/2024	9/30/2025	\$ 26.52	3.00%	
Non-Exempt Non-Prevailing Wage								
Dietrich Unger* Technician/Inspector	\$ 94.02	\$ 141.04	\$ 188.05	10/1/2022	9/30/2023	\$ 33.00	-	Not Applicable
	\$ 96.84	\$ 145.27	\$ 193.69	10/1/2023	9/30/2024	\$ 33.99	3.00%	
	\$ 99.75	\$ 149.63	\$ 199.50	10/1/2024	9/30/2025	\$ 35.01	3.00%	
Non-Exempt Non-Prevailing Wage								

EXHIBIT 10-H2 COST PROPOSAL

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

Consultant Kleinfelder, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ 20-111 Contract No. TBD Participation Amount NTE \$950,000.00 Date 1/27/2023

FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
57.05%	+	101.97%	=	159.02%
Fee				=
				10.00%
				2.84922

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			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			
Domenic Montemayor*	\$ 84.19	\$ 126.29	\$ 168.39	10/1/2022	9/30/2023	\$ 29.55	-	Not Applicable
Technician/Inspector	\$ 86.73	\$ 130.10	\$ 173.46	10/1/2023	9/30/2024	\$ 30.44	3.00%	
	\$ 89.32	\$ 133.98	\$ 178.65	10/1/2024	9/30/2025	\$ 31.35	3.00%	
Non-Exempt Non-Prevailing Wage								
Eric Kennedy*	\$ 126.85	\$ 190.27	\$ 253.69	10/1/2022	9/30/2023	\$ 44.52	-	Not Applicable
Technician/Inspector	\$ 130.67	\$ 196.00	\$ 261.33	10/1/2023	9/30/2024	\$ 45.86	3.00%	
	\$ 134.60	\$ 201.90	\$ 269.19	10/1/2024	9/30/2025	\$ 47.24	3.00%	
Non-Exempt Non-Prevailing Wage								
Jimmy Gomez*	\$ 113.97	\$ 170.95	\$ 227.94	10/1/2022	9/30/2023	\$ 40.00	-	Not Applicable
Technician/Inspector	\$ 117.39	\$ 176.08	\$ 234.78	10/1/2023	9/30/2024	\$ 41.20	3.00%	
	\$ 120.92	\$ 181.38	\$ 241.84	10/1/2024	9/30/2025	\$ 42.44	3.00%	
Non-Exempt Non-Prevailing Wage								
Marcus Molina*	\$ 101.15	\$ 151.72	\$ 202.29	10/1/2022	9/30/2023	\$ 35.50	-	Not Applicable
Technician/Inspector	\$ 104.20	\$ 156.29	\$ 208.39	10/1/2023	9/30/2024	\$ 36.57	3.00%	
	\$ 107.33	\$ 161.00	\$ 214.66	10/1/2024	9/30/2025	\$ 37.67	3.00%	
Non-Exempt Non-Prevailing Wage								
Mario Sanchez*	\$ 88.33	\$ 132.49	\$ 176.65	10/1/2022	9/30/2023	\$ 31.00	-	Not Applicable
Technician/Inspector	\$ 90.98	\$ 136.46	\$ 181.95	10/1/2023	9/30/2024	\$ 31.93	3.00%	
	\$ 93.71	\$ 140.57	\$ 187.42	10/1/2024	9/30/2025	\$ 32.89	3.00%	
Non-Exempt Non-Prevailing Wage								
Michael Magana*	\$ 150.32	N/A	N/A	10/1/2022	9/30/2023	\$ 52.76	-	Not Applicable
Technician/Inspector	\$ 154.83	N/A	N/A	10/1/2023	9/30/2024	\$ 54.34	3.00%	
	\$ 159.47	N/A	N/A	10/1/2024	9/30/2025	\$ 55.97	3.00%	
Exempt Non-Prevailing Wage								
Mike Dillon*	\$ 74.08	\$ 111.12	\$ 148.16	10/1/2022	9/30/2023	\$ 26.00	-	Not Applicable
Technician/Inspector	\$ 76.30	\$ 114.45	\$ 152.60	10/1/2023	9/30/2024	\$ 26.78	3.00%	
	\$ 78.58	\$ 117.87	\$ 157.16	10/1/2024	9/30/2025	\$ 27.58	3.00%	
Non-Exempt Non-Prevailing Wage								
Sage Dempsey*	\$ 62.60	\$ 93.90	\$ 125.19	10/1/2022	9/30/2023	\$ 21.97	-	Not Applicable
Technician/Inspector	\$ 64.48	\$ 96.72	\$ 128.96	10/1/2023	9/30/2024	\$ 22.63	3.00%	
	\$ 66.42	\$ 99.62	\$ 132.83	10/1/2024	9/30/2025	\$ 23.31	3.00%	
Non-Exempt Non-Prevailing Wage								
Sarah Duarte*	\$ 80.86	\$ 121.29	\$ 161.72	10/1/2022	9/30/2023	\$ 28.38	-	Not Applicable
Technician/Inspector	\$ 83.28	\$ 124.92	\$ 166.57	10/1/2023	9/30/2024	\$ 29.23	3.00%	
	\$ 85.79	\$ 128.69	\$ 171.58	10/1/2024	9/30/2025	\$ 30.11	3.00%	
Non-Exempt Non-Prevailing Wage								
Scott Morris*	\$ 109.95	\$ 164.93	\$ 219.90	10/1/2022	9/30/2023	\$ 38.59	-	Not Applicable
Technician/Inspector	\$ 113.26	\$ 169.88	\$ 226.51	10/1/2023	9/30/2024	\$ 39.75	3.00%	
	\$ 116.65	\$ 174.97	\$ 233.29	10/1/2024	9/30/2025	\$ 40.94	3.00%	
Non-Exempt Non-Prevailing Wage								

EXHIBIT 10-H2 COST PROPOSAL

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

Consultant Kleinfelder, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

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57.05%	+	101.97%	=	159.02%
Fee				=
				10.00%
				2.84922

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			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			
Shawn McLaren*	\$ 108.27	\$ 162.41	\$ 216.54	10/1/2022	9/30/2023	\$ 38.00	-	Not Applicable
Technician/Inspector	\$ 111.52	\$ 167.28	\$ 223.04	10/1/2023	9/30/2024	\$ 39.14	3.00%	
	\$ 114.85	\$ 172.28	\$ 229.70	10/1/2024	9/30/2025	\$ 40.31	3.00%	
Non-Exempt Non-Prevailing Wage								
Steven Martinez*	\$ 108.27	\$ 162.41	\$ 216.54	10/1/2022	9/30/2023	\$ 38.00	-	Not Applicable
Technician/Inspector	\$ 111.52	\$ 167.28	\$ 223.04	10/1/2023	9/30/2024	\$ 39.14	3.00%	
	\$ 114.85	\$ 172.28	\$ 229.70	10/1/2024	9/30/2025	\$ 40.31	3.00%	
Non-Exempt Non-Prevailing Wage								
Chris Rice*	\$ 88.35	\$ 132.53	\$ 176.71	10/1/2022	9/30/2023	\$ 31.01	-	Not Applicable
Technician/Inspector	\$ 91.00	\$ 136.51	\$ 182.01	10/1/2023	9/30/2024	\$ 31.94	3.00%	
	\$ 93.74	\$ 140.61	\$ 187.48	10/1/2024	9/30/2025	\$ 32.90	3.00%	
Non-Exempt Non-Prevailing Wage								
Jacob Collins*	\$ 109.32	\$ 163.99	\$ 218.65	10/1/2022	9/30/2023	\$ 38.37	-	Not Applicable
Technician/Inspector	\$ 112.60	\$ 168.90	\$ 225.20	10/1/2023	9/30/2024	\$ 39.52	3.00%	
	\$ 115.99	\$ 173.99	\$ 231.98	10/1/2024	9/30/2025	\$ 40.71	3.00%	
Non-Exempt Non-Prevailing Wage								
Kim Byrd*	\$ 139.21	\$ 208.82	\$ 278.43	10/1/2022	9/30/2023	\$ 48.86	-	Not Applicable
Technician/Inspector	\$ 143.40	\$ 215.10	\$ 286.80	10/1/2023	9/30/2024	\$ 50.33	3.00%	
	\$ 147.70	\$ 221.56	\$ 295.41	10/1/2024	9/30/2025	\$ 51.84	3.00%	
Non-Exempt Non-Prevailing Wage								
Michael Carmen*	\$ 126.22	\$ 189.33	\$ 252.44	10/1/2022	9/30/2023	\$ 44.30	-	Not Applicable
Technician/Inspector	\$ 130.01	\$ 195.01	\$ 260.02	10/1/2023	9/30/2024	\$ 45.63	3.00%	
	\$ 133.91	\$ 200.87	\$ 267.83	10/1/2024	9/30/2025	\$ 47.00	3.00%	
Non-Exempt Non-Prevailing Wage								
Vartan Deirdeirian*	\$ 142.32	\$ 213.48	\$ 284.64	10/1/2022	9/30/2023	\$ 49.95	-	Not Applicable
Technician/Inspector	\$ 146.59	\$ 219.89	\$ 293.18	10/1/2023	9/30/2024	\$ 51.45	3.00%	
	\$ 150.98	\$ 226.47	\$ 301.96	10/1/2024	9/30/2025	\$ 52.99	3.00%	
Non-Exempt Non-Prevailing Wage								
Julian Calderon*	\$ 81.20	\$ 121.80	\$ 162.41	10/1/2022	9/30/2023	\$ 28.50	-	Not Applicable
Technician/Inspector	\$ 83.65	\$ 125.48	\$ 167.31	10/1/2023	9/30/2024	\$ 29.36	3.00%	
	\$ 86.16	\$ 129.24	\$ 172.32	10/1/2024	9/30/2025	\$ 30.24	3.00%	
Non-Exempt Non-Prevailing Wage								
Cameron Massa*	\$ 78.35	\$ 117.53	\$ 156.71	10/1/2022	9/30/2023	\$ 27.50	-	Not Applicable
Technician/Inspector	\$ 80.72	\$ 121.08	\$ 161.44	10/1/2023	9/30/2024	\$ 28.33	3.00%	
	\$ 83.14	\$ 124.71	\$ 166.28	10/1/2024	9/30/2025	\$ 29.18	3.00%	
Non-Exempt Non-Prevailing Wage								
Non-Prevailing Wage Technician/Inspector*	\$ 100.19	\$ 150.29	\$ 200.39	10/1/2022	9/30/2023	\$ 35.17	-	Not Applicable
	\$ 103.20	\$ 154.80	\$ 206.40	10/1/2023	9/30/2024	\$ 36.22	3.00%	
	\$ 106.30	\$ 159.46	\$ 212.61	10/1/2024	9/30/2025	\$ 37.31	3.00%	
Non-Exempt								

EXHIBIT 10-H2 COST PROPOSAL

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

Consultant Kleinfelder, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ 20-111 Contract No. TBD Participation Amount NTE 950,000.00 Date 1/27/2023

FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
57.05%	+	101.97%	=	159.02%
Fee			=	10.00%
				2.84922

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg	% or \$	Hourly Range -
	Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate	increase	for Classifications Only
GENERAL PREVAILING WAGE	CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTERS							
Engineering Technician (Field)	Hourly Billing Rates			Effective date of hourly rate				
	Straight	OT(1.5x)	OT(2x)	From	To			
Group 1 - Field Soils and Material Testers	\$ 173.86	\$ 245.80	\$ 317.74	10/1/2022	9/30/2023			
	\$ 179.08	\$ 253.17	\$ 327.27	10/1/2023	9/30/2024			
	\$ 184.45	\$ 260.77	\$ 337.09	10/1/2024	9/30/2025			
Group 2 - Special Inspection / Batch Plant	\$ 178.93	\$ 253.40	\$ 327.88	10/1/2022	9/30/2023			
	\$ 184.30	\$ 261.00	\$ 337.72	10/1/2023	9/30/2024			
	\$ 189.83	\$ 268.83	\$ 347.85	10/1/2024	9/30/2025			
Group 3 - Nondestructive Testing	\$ 184.63	\$ 261.95	\$ 339.28	10/1/2022	9/30/2023			
	\$ 190.17	\$ 269.81	\$ 349.46	10/1/2023	9/30/2024			
	\$ 195.87	\$ 277.90	\$ 359.94	10/1/2024	9/30/2025			
Engineering Technician (Field) - Special Shift	Hourly Billing Rates			Effective date of hourly rate				
	Straight	OT(1.5x)	OT(2x)	From	To			
Group 1 - Field Soils and Material Testers (Special Shift)	\$ 175.28	\$ 247.93	\$ 320.59	10/1/2022	9/30/2023			
	\$ 180.54	\$ 255.37	\$ 330.21	10/1/2023	9/30/2024			
	\$ 185.95	\$ 263.03	\$ 340.11	10/1/2024	9/30/2025			
Group 2 (Special Shift)	\$ 180.35	\$ 255.54	\$ 330.73	10/1/2022	9/30/2023			
	\$ 185.76	\$ 263.21	\$ 340.65	10/1/2023	9/30/2024			
	\$ 191.33	\$ 271.10	\$ 350.87	10/1/2024	9/30/2025			
Group 3 (Special Shift)	\$ 186.05	\$ 264.09	\$ 342.13	10/1/2022	9/30/2023			
	\$ 191.63	\$ 272.01	\$ 352.39	10/1/2023	9/30/2024			
	\$ 197.38	\$ 280.17	\$ 362.97	10/1/2024	9/30/2025			

NOTES:

*Subject to Prevailing Wage

- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee).

- Prevailing Wage DIR Determination: SC-23-63-2-2020-2D

- 3% annual escalation

EXHIBIT 10-H2 COST PROPOSAL Page 6 of 6

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

Consultant Kleinfelder, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. RFQ 20-111 Contract No. N/A Date 1/27/2023

SCHEDULE OF OTHER DIRECT COST ITEMS					
Description of Item			Quantity	Unit	Unit Cost
Vehicle Mileage Costs				Mile	per IRS rate
Truck Rental				EA	at cost
Equipment Rental and Supplies				EA	at cost
Per Diem				EA	at cost
Subconsultants/Vendors				EA	at cost
Laboratory Test Rates - per attached					

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant TransMat, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. TBD Contract No. TBD Participation Amount Min \$950,000.00 Date 1/27/2023

FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
	+		=	SHR 110.00%
Fee				= 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			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			
Kreetha Mechai*	\$ 143.22	\$ 214.83	\$ 286.44	10/1/2022	9/30/2023	\$ 62.00	-	Not Applicable
Material Tester	\$ 147.52	\$ 221.27	\$ 295.03	10/1/2023	9/30/2024	\$ 63.86	3.00%	
Material Field & Laboratory Testing	\$ 151.95	\$ 227.93	\$ 303.90	10/1/2024	9/30/2025	\$ 65.78	3.00%	
Non-Exempt Non-Prevailing Wage								
Manuel Uy*	\$ 138.60	\$ 207.90	\$ 277.20	10/1/2022	9/30/2023	\$ 60.00	-	Not Applicable
Material Tester	\$ 142.76	\$ 214.14	\$ 285.52	10/1/2023	9/30/2024	\$ 61.80	3.00%	
Material Field & Laboratory Testing	\$ 147.03	\$ 220.55	\$ 294.06	10/1/2024	9/30/2025	\$ 63.65	3.00%	
Non-Exempt Non-Prevailing Wage								
Ian Snyder*	\$ 138.60	\$ 207.90	\$ 277.20	10/1/2022	9/30/2023	\$ 60.00	-	Not Applicable
Material Tester	\$ 142.76	\$ 214.14	\$ 285.52	10/1/2023	9/30/2024	\$ 61.80	3.00%	
Material Field & Laboratory Testing	\$ 147.03	\$ 220.55	\$ 294.06	10/1/2024	9/30/2025	\$ 63.65	3.00%	
Non-Exempt Non-Prevailing Wage								
Jesus Ruben Roque*	\$ 124.74	\$ 187.11	\$ 249.48	10/1/2022	9/30/2023	\$ 54.00	-	Not Applicable
Material Tester	\$ 128.48	\$ 192.72	\$ 256.96	10/1/2023	9/30/2024	\$ 55.62	3.00%	
Material Field & Laboratory Testing	\$ 132.34	\$ 198.51	\$ 264.68	10/1/2024	9/30/2025	\$ 57.29	3.00%	
Non-Exempt Non-Prevailing Wage								
David Valenzuela*	\$ 124.74	\$ 187.11	\$ 249.48	10/1/2022	9/30/2023	\$ 54.00	-	Not Applicable
Material Tester	\$ 128.48	\$ 192.72	\$ 256.96	10/1/2023	9/30/2024	\$ 55.62	3.00%	
Material Field & Laboratory Testing	\$ 132.34	\$ 198.51	\$ 264.68	10/1/2024	9/30/2025	\$ 57.29	3.00%	
Non-Exempt Non-Prevailing Wage								
Non-Prevailing Wage Technician/Inspector*	\$ 133.98	\$ 200.97	\$ 267.96	10/1/2022	9/30/2023	\$ 58.00	-	Not Applicable
	\$ 138.00	\$ 207.00	\$ 276.00	10/1/2023	9/30/2024	\$ 59.74	3.00%	
Non-Exempt	\$ 142.13	\$ 213.20	\$ 284.27	10/1/2024	9/30/2025	\$ 61.53	3.00%	

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant TransMat, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. TBD Contract No. TBD Participation Amount Min \$950,000.00 Date 1/27/2023

FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
	+		=	SHR 110.00%
Fee			=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			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			
GENERAL PREVAILING WAGE	CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD							
Engineering Technician (Field)	Hourly Billing Rates			Effective date of hourly rate				
	Straight	OT(1.5x)	OT(2x)	From	To			
Group 1 - Field Soils and Material Testers	\$ 146.63	\$ 204.95	\$ 263.28	10/1/2022	9/30/2023			
	\$ 151.03	\$ 211.10	\$ 271.18	10/1/2023	9/30/2024			
	\$ 155.56	\$ 217.43	\$ 279.31	10/1/2024	9/30/2025			
Group 2 - Special Inspection / Batch Plant	\$ 150.74	\$ 211.12	\$ 271.50	10/1/2022	9/30/2023			
	\$ 155.26	\$ 217.45	\$ 279.65	10/1/2023	9/30/2024			
	\$ 159.92	\$ 223.98	\$ 288.03	10/1/2024	9/30/2025			
Group 3 - Nondestructive Testing	\$ 155.36	\$ 218.05	\$ 280.74	10/1/2022	9/30/2023			
	\$ 160.02	\$ 224.59	\$ 289.16	10/1/2023	9/30/2024			
	\$ 164.82	\$ 231.33	\$ 297.84	10/1/2024	9/30/2025			
Engineering Technician (Field) - Special Shift	Hourly Billing Rates			Effective date of hourly rate				
	Straight	OT(1.5x)	OT(2x)	From	To			
Group 1 - Field Soils and Material Testers (Special Shift)	\$ 147.78	\$ 206.69	\$ 265.59	10/1/2022	9/30/2023			
	\$ 152.21	\$ 212.89	\$ 273.56	10/1/2023	9/30/2024			
	\$ 156.78	\$ 219.28	\$ 281.76	10/1/2024	9/30/2025			
Group 2 (Special Shift)	\$ 151.89	\$ 212.85	\$ 273.81	10/1/2022	9/30/2023			
	\$ 156.45	\$ 219.24	\$ 282.02	10/1/2023	9/30/2024			
	\$ 161.14	\$ 225.81	\$ 290.49	10/1/2024	9/30/2025			
Group 3 (Special Shift)	\$ 156.51	\$ 219.78	\$ 283.05	10/1/2022	9/30/2023			
	\$ 161.21	\$ 226.37	\$ 291.54	10/1/2023	9/30/2024			
	\$ 166.04	\$ 233.16	\$ 300.29	10/1/2024	9/30/2025			

NOTES:

*Subject to Prevailing Wage

- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee).

- Prevailing Wage DIR Determination: SC-23-63-2-2020-2D

- 3% annual escalation


EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Kleinfelder, Inc. ☒ Prime Consultant ☐ Subconsultant
Project No. TBD Contract No. N/A Date 1/27/2023

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle Mileage Costs		Mile	per IRS rate	
Equipment Rental and Supplies		EA	at cost	
Per Diem		EA	at cost	
'				
Laboratory Test Rates - per attached				
Subconsultants/Vendors		EA	at cost	

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 10%
 3. Project Description: As-Needed Materials Testing and Special Inspection Services
 4. Project Location: Various locations throughout the City of Santa Ana
 5. Consultant's Name: Kleinfelder, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: NTE\$950,000
 8. Total Dollar Amount for ALL Subconsultants: \$950,000.00 9. Total Number of ALL Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Field and laboratory testing inspection	DBE (CUCP)#45222	TransMat, Inc. - 243 W Chestnut Ave., Monrovia, CA 91016-3315	950,000.00
		Kreetha Mekchai - 909.293.9186	
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION \$950,000.00 10%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ Dany Hanna, PE 17. Preparer's Name _____ Principal Agent 19. Preparer's Title _____ 16. Date _____ 1/30/2023 18. Phone _____ 909.736.6128

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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