

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT (Agreement) is made and entered into effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Kleinfelder, Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional on-call Geotechnical Engineering services for Capital Improvement Programs throughout the City (Program); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Geotechnical Engineering and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the City has conducted a qualification-based selection process to obtain multiple professional Geotechnical Engineering Consultants to be contracted on an on-call basis for services, as defined by this Agreement, that are to be awarded Task Order work on a competitive basis per the selection criteria defined herein and solicited to the contracted Consultants; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Capital Projects Director (Director) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in Exhibit A.

The Consultant shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the City in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to the City.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect for THREE (3) YEARS subject to any earlier termination in accordance with this Agreement. The City, in its discretion, may extend the Agreement for up to TWO additional one-year terms. The Contract Administrator shall have the authority to execute an extension of this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." A separate Notice to Proceed will be issued for

each of the awarded Task Orders, following the Consultants successful submission of a Proposal, which shall be awarded based on the competitive criteria defined herein. City may, at its discretion, issue concurrent Notices to Proceed, allowing the Consultant to perform concurrent Task Orders. By entry into this Agreement and upon City's issuance of a written "Notice to Proceed," City contracts for the services in the specific Task Order. The Consultant shall not perform any other Task Order work of the Agreement, and this Agreement shall not be a contract for any other Task Order, until further performance is authorized by the City's issuance of a written "Notice to Proceed." It shall, however, remain the Consultant's offer to perform all services described herein. In the event Consultant performs services without the City's prior written authorization, the Consultant will not be entitled to compensation for such services. Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within the agreed upon duration for each individual Task Order from such authorization to proceed.

3. Compensation.

- (a) The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal as described in **Exhibit A, Schedule of Fees**. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. The Consultant will be reimbursed within thirty days upon receipt by the City's Contract Administrator of itemized invoices in duplicate.
- (b) In addition, the Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal of the authorized Task Order.
- (c) Specific projects will be awarded to the Consultant through issuance of Task Orders.
- (d) After a project to be performed under this Agreement is identified by the City, the City will prepare a Miniature Request for Proposal (Mini-RFP) for the specific Task Order. A Mini-RFP will identify the scope of services, expected results, project deliverables and will designate a City Coordinator. The Mini-RFP will be solicited to the contracted Consultants for review. Evaluation criteria will be included in each solicitation. The Mini-RFP will contain evaluation criteria that will identify the most qualified firm for each task.
 - The evaluation criteria may include:
 - Availability of Personnel,
 - Staff Capabilities,
 - Completion Schedule,
 - Experience of Consultant or Sub-Consultant
 - Specialized Expertise
 - Past Performance

- (e) The Consultant's shall return a Proposal, excluding cost, and a draft Task Order, per **Exhibit E** attached hereto, within ten calendar days.
- (f) Proposals will be evaluated and ranked based on the defined criteria within the Mini-RFP.
- (g) Task order cost will be based on wage rates established in the Consultant's on-call contract, and the time and deliverable requirements in the task order
- (h) Upon determination of the successful Proposal, City and selected Consultant will negotiate the Cost Proposal and finalize the Task Order. The finalized Task Order shall be signed by both the City and the selected Consultant. The City has the right to move on to the next most qualified Consultant if Cost Proposal is unagreeable to the City.
- (i) Reimbursement for transportation and subsistence costs shall not exceed State rates.
- (j) Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- (k) The Consultant shall not commence performance of work or services until this Agreement has been approved by the City and notification to proceed has been issued by the City's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (l) A Task Order is of no force or effect until returned to the City and signed by an authorized representative of the City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the City and a written Notice to Proceed is issued.
- (m) The selected Consultant will be reimbursed within thirty days upon receipt by the City's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty calendar days after the performance of work for which the selected 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 the City that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the City's Contract Administrator at the following address:

Jordan Conard, Senior Management Analyst
747 R Street, 2nd Floor, Fresno, CA 93721
- (n) 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.

- (o) The total amount payable by the City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- (p) 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.
- (q) Task Orders may not be used to amend the language (or the terms) of this Agreement or exceed the scope of work under this Agreement.
- (r) The total amount payable by the City for all Task Orders resulting from under this Agreement shall not exceed \$1,666,666.66. 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.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultants filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Program; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect,

consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.
- (g) Any notice of termination sent to Consultant shall include the reason(s) for such termination or state that it is without cause.

5. Confidential Information, Ownership of Documents and Copyright License.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
 - i. Permission granted to the Consultant to disclose information on one occasion shall not authorize the Consultant to further disclose such information or any other information or disseminate the same on any other occasion.
 - ii. The Consultant shall not comment publicly to the press or any other media regarding the Agreement or the City's actions on the same, except to the City's personnel or the Consultant's personnel involved in the performance of this Agreement at public hearings or in response to questions from a Legislative committee.
 - iii. The Consultant shall not issue any news releases or any public

relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the City and receipt of the City's written permission.

- (b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement, in any form whatsoever, are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or projects of this Program, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.
 - i. In the event of the copyright of any reports or other products prepared under this Agreement by the Consultant or any subcontractor, the Federal Highway Administration (FHWA) shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
 - (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
- 6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.
- 7. Indemnification.
 - (a) To the furthest extent allowed by law, including California Civil Code section 2782.8, Consultant shall indemnify, hold harmless and defend City and

each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

- (b) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.
- (c) This section shall survive termination or expiration of this Agreement.

8. Insurance.

- (a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Consultant shall not be deemed

to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, 23 U.S.C. § 112, FHWA regulations applicable to design and engineering consulting contracts found at 23 C.F.R. 172.1 *et seq.*, California Government Code Section 1090 *et. seq.*, the California Political Reform Act (California Government Code Section 87100 *et. seq.*), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et. seq.*) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure

that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

- (e) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (f) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, lawful or unlawful, contingent or otherwise, direct or indirect, to any party to solicit or procure this Agreement or any rights/benefits hereunder. The City shall have the right, in its discretion, to deduct from any payment to the Consultant under this Agreement, or otherwise recover the full amount of, any rebate, kickback or other consideration paid by the Consultant in violation of any representation or warranty under this section.
- (g) Neither the Consultant, nor any firm affiliated with the Consultant, nor any of the Consultant's subcontractors performing any services on a Task Order, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with a Task Order, with the exception of any subcontractor whose services are limited to providing surveying or materials testing information. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with a Task Order unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. An affiliated firm is one which is subject to the control of the same person(s) through joint-ownership or otherwise.
- (h) The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement or any ensuing the City construction project. The Consultant shall also disclose any current clients who may have a financial interest in the outcome of this Agreement or any ensuing the City construction project, which will follow.
- (i) The 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.
- (j) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require

its subcontractors to comply therewith.

(k) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms, Federal and State Assurances and Requirements.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.
- (b) Records of the Consultant's expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis. The Consultant and its subcontractors shall maintain 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. The Consultant and its subcontractors shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for three years, or longer if required by law, from the date of final payment under the Agreement. City, the State, the State Auditor, FHWA or any duly authorized representative of the federal government shall have access to any books, records, papers, accounting records and other documents of the Consultant and its subcontractors that are pertinent to the Agreement for audit, examinations, excerpts, and transcriptions. Copies thereof shall be furnished by the Consultant, if requested. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of the three-year time period, all records shall be retained and made available until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this section and in the event a subcontract is entered into for an amount in excess of \$25,000, the subcontract shall include this

paragraph in its entirety. This Section 11(b) shall survive expiration or termination of this Agreement.

- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
 - (d) The Consultant's services pursuant to this Agreement shall be provided under the supervision of Stephen P. Plauson, PE, GE, and it shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Director.
 - (e) The City will carry out applicable federal requirements in the administration of this Agreement. Notwithstanding Section 25 herein, the Consultant agrees to comply with all applicable federal and state assurances and requirements identified in **Exhibit D along with its Appendix A** and require that each subcontract include the same assurances by each of its subcontractors.
12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:
- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the

Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax

withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
 - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during

the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in

the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. RFQ Document. Any Request for Qualifications and documents issued therewith (collectively RFQ) by the City that resulted in selection of the Consultant for entry into this Agreement are hereby incorporated into and made a part of this Agreement. In the event of a conflict between the RFQ and this Agreement (including any Exhibit hereto), this Agreement (including any exhibit hereto) shall take precedence.
30. Disadvantaged Business Enterprise (DBE) Participation. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal. The goal for DBE participation for this AGREEMENT is TWENTY-TWO PERCENT (22%). Participation by DBE Consultant or subconsultants shall be in accordance with information contained in the Consultant's Exhibit 10-O2: Consultant Contract DBE Commitment.

The Consultant shall comply with Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c). To comply with 49 CFR 26.37(c), the Consultant must complete the Exhibit 9-F: Disadvantaged Business Enterprise (DBE) Running Tally of Payments from the execution of the contract until all DBE sub consulting activity on the entire project is completed. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the Consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy also sent to the City of Fresno at PublicWorksCIP@fresno.gov.
31. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Randall L. Morrison, PE
Capital Projects Director
Capital Projects Department

No signature of City Attorney required.
Standard Document **#CPD-S FHWA
Eng. On-Call, T&M - Multiple (08-2024)** has been used without
modification, as certified by the
undersigned.

By: _____
[City Certifier Name]
[City Certifier Title]

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____

Deputy

REVIEWED BY:

Joshua Rhodes, Assistant Director
Capital Projects Department

Addresses:
CITY:
City of Fresno
Attention: Jordan Conard, Senior
Management Analyst
747 R Street, 2nd Floor
Fresno, CA 93721
Phone: (559) 621-8833
E-mail: Jordan.Conard@fresno.gov

Kleinfelder, Inc.,
A California Corporation

By: _____

Name: Steven Wiesner, PE, GE

Title: Senior Principal Engineer/Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____

Name: Jennifer Rios

Title: Corp. Controller/Assistant Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: _____

Name: _____

Date of Issuance: _____

CONSULTANT:
Kleinfelder, Inc.
Attention: Stephen P. Plauson, PE, GE,
Senior Principal Geotechnical Engineer
3649 W Holland Ave, Suite 105
Fresno, CA 93722
Phone: (559) 486-0750
E-mail: splauson@kleinfelder.com

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D - Federal and State Assurances
5. Appendix A to Exhibit D
6. Exhibit E - Task Order Form

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and Kleinfelder, Inc. (Consultant)

Services will be on an on-call basis and will include but are not limited to geotechnical investigation and design services will be provided for a wide variety of City capital improvement projects including new site developments, renovation and/or remodel of existing facilities, roadways, bridges, utility alignments, trails, and other municipal infrastructure.

In general, the Consultant shall be qualified and able to provide the following services:

- Desktop evaluation of pertinent records and maps
- Site reconnaissance and characterization
- Field investigation and drilling
- Sampling and logging of soil and rock
- Geotechnical laboratory testing
- Evaluation of site conditions, laboratory test results and engineering calculations
- Establishment of engineering design parameters and recommendations for design
- Preparation of design level geotechnical reports
- Review of design plans and calculations for verification of conformance to recommendations of geotechnical design
- Performance of positive underground utility identification via passive and active methods (i.e. GPR scanning, potholing, hydro-vac, etc.)
- Preparation and submission of Traffic Control plans
- Coordination with other design disciplines or parties
- Attendance at project meetings, as requested
- Construction-related geotechnical consultation
- Other related services as required

All services provided shall comply with generally accepted engineering standards, practices, and applicable codes and regulations.

Firm(s) must have substantial experience in providing geotechnical engineering design services, pavement evaluations, utility locating, and related assessments. Personnel shall be knowledgeable in the areas of expertise required for their work assigned work. Firm(s) shall be licensed as a C-57 well driller or use the services of a licensed C-57 well driller for all field investigation activities. Any services (i.e. field drilling, laboratory testing, etc.) that will be performed for the prime consultant by a sub-consultant shall be indicated and presented as specified in Section IV (SOQ Requirements).

In general, the Consultant shall be qualified and able to provide the following:

- Perform geotechnical investigations and create an initial, followed by a final project Geotechnical Report, as needed for submission to the relevant reviewing agency/agencies having jurisdiction and adequately provide the technical data needs of the Architectural/Structural design team to support the development of Construction Drawings and Specifications.
- Perform geotechnical feasibility assessment that shall include but not be limited to a desk study (review of existing geotechnical data, public documentation, geologic maps, aerial photographs, historic groundwater level, FEMA flood maps, etc.), preliminary geotechnical exploration and report preparation (summary of findings with preliminary assessment of site conditions and initial recommendation to support building design). When needed and depending upon site conditions, limited exploration shall be performed using Cone Penetration Test (CPT) equipment to identify site hazards, such as liquefaction and soft soil settlement potentials, and provide preliminary soil information for project planning and budgeting purposes.
- Prepare design level geotechnical reports based on the findings from the feasibility assessment that shall include but not be limited to soil borings (locations, type and depth), detailed geotechnical exploration (drilling, laboratory testing of select soil samples for moisture-density, Atterberg Limits, gradation, strength, corrosivity, consolidation tests, expansion index, and R-value, etc.), detailed report on the site conditions, constraints, mitigation measures (if applicable), load-induced ground settlement, foundation design recommendation, etc.
- Conduct pavement evaluations and pavement design including alternative pavement design recommendations (i.e. cold-in-place recycling, Full Depth Reclamation, geotextiles, etc.)
- Participate in the constructability review of project documents respective design teams during design and pre-construction phases.
- Attend Meetings and other general project coordination duties: The firm(s) may be requested to attend various pre-construction/design meetings to perform necessary coordination, provide project oversight and/or project closeout assistance as necessary, and be available for on-site geotechnical consultation throughout the duration of the project(s), as required.
- Firms shall provide all necessary field drilling and testing equipment, and other instrumentation/devices, as needed, to assure all work is done in a timely and professional manner to deliver the required deliverables.
- All work shall be performed, signed and sealed under the direction and supervision of a California Registered Geotechnical Engineer ("GE").

Firm(s) are advised that standard field construction observations, materials testing, compaction testing, and supporting site inspections may potentially be performed by firms other than the on-call geotechnical consultants. As such, firms will be expected to work in harmony and in cooperation with the City of Fresno approved Quality Assurance Program testing agencies, when necessary.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

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

Project No. TBD Contract No. TBD Participation Amount \$ TBD Date 10/15/2024

	FRINGE BENEFIT %	+	*GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	57.07%	+	91.92%	=	148.99%
					<i>*includes FCCM %</i>
			Fee	=	15.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg	% or \$	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate	increase	
Stephen Plauson, PE, GE*	\$ 268.44	N/A	N/A	11/1/2024	10/31/2025	\$ 93.75	-	Not Applicable
Principal-in-Charge / Project Manager	\$ 281.87	N/A	N/A	11/1/2025	10/31/2026	\$ 98.44	5.00%	
Exempt	\$ 295.96	N/A	N/A	11/1/2026	10/31/2027	\$ 103.36	5.00%	
Joseph Zilles, PG*	\$ 245.33	N/A	N/A	11/1/2024	10/31/2025	\$ 85.68	-	Not Applicable
Water Quality and Supply / Hydrogeology Lead	\$ 257.59	N/A	N/A	11/1/2025	10/31/2026	\$ 89.96	5.00%	
Exempt	\$ 270.48	N/A	N/A	11/1/2026	10/31/2027	\$ 94.46	5.00%	
James Helge, CEM*	\$ 224.09	N/A	N/A	11/1/2024	10/31/2025	\$ 78.26	-	Not Applicable
Environmental Lead	\$ 235.28	N/A	N/A	11/1/2025	10/31/2026	\$ 82.17	5.00%	
Exempt	\$ 247.05	N/A	N/A	11/1/2026	10/31/2027	\$ 86.28	5.00%	
Steven Wiesner, PE, GE	\$ 291.86	N/A	N/A	11/1/2024	10/31/2025	\$ 101.93	-	Not Applicable
Independent Technical Reviewer - Geotechnical	\$ 306.47	N/A	N/A	11/1/2025	10/31/2026	\$ 107.03	5.00%	
Exempt	\$ 321.79	N/A	N/A	11/1/2026	10/31/2027	\$ 112.38	5.00%	
Elizabeth Simmons, PG	\$ 269.36	N/A	N/A	11/1/2024	10/31/2025	\$ 94.07	-	Not Applicable
Independent Technical Reviewer - Environmental	\$ 282.82	N/A	N/A	11/1/2025	10/31/2026	\$ 98.77	5.00%	
Exempt	\$ 296.96	N/A	N/A	11/1/2026	10/31/2027	\$ 103.71	5.00%	
James Finegan, CHG	\$ 246.71	N/A	N/A	11/1/2024	10/31/2025	\$ 86.16	-	Not Applicable
Independent Technical Reviewer - Hydrology	\$ 259.05	N/A	N/A	11/1/2025	10/31/2026	\$ 90.47	5.00%	
Exempt	\$ 271.99	N/A	N/A	11/1/2026	10/31/2027	\$ 94.99	5.00%	
James Wetenkamp, CEG, PG	\$ 206.54	N/A	N/A	11/1/2024	10/31/2025	\$ 72.13	-	Not Applicable
Engineering Geology	\$ 216.87	N/A	N/A	11/1/2025	10/31/2026	\$ 75.74	5.00%	
Exempt	\$ 227.73	N/A	N/A	11/1/2026	10/31/2027	\$ 79.53	5.00%	
Jose Asyn Teixeira, PE	\$ 209.51	N/A	N/A	11/1/2024	10/31/2025	\$ 73.17	-	Not Applicable
Geotechnical Engineer	\$ 219.99	N/A	N/A	11/1/2025	10/31/2026	\$ 76.83	5.00%	
Exempt	\$ 230.99	N/A	N/A	11/1/2026	10/31/2027	\$ 80.67	5.00%	
Victoria Tinoco	\$ 137.67	N/A	N/A	11/1/2024	10/31/2025	\$ 48.08	-	Not Applicable
Geotechnical Engineer	\$ 144.54	N/A	N/A	11/1/2025	10/31/2026	\$ 50.48	5.00%	
Exempt	\$ 151.76	N/A	N/A	11/1/2026	10/31/2027	\$ 53.00	5.00%	

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)

Note: Mark-ups are Not Allowed

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

Project No. TBD Contract No. TBD Participation Amount \$ TBD Date 10/15/2024

	FRINGE BENEFIT %	+	*GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	57.07%	+	91.92%	=	148.99%
					<i>*includes FCCM %</i>
			Fee	=	15.00%

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
Exequiel "Zeke" Sinco, PE,GE*	\$ 220.60	N/A	N/A	11/1/2024	10/31/2025	\$ 77.04	-	
Geotechnical Engineer	\$ 231.62	N/A	N/A	11/1/2025	10/31/2026	\$ 80.89	5.00%	Not Applicable
Exempt	\$ 243.19	N/A	N/A	11/1/2026	10/31/2027	\$ 84.93	5.00%	
Nathan Strid, PE*	\$ 159.12	N/A	N/A	11/1/2024	10/31/2025	\$ 55.57	-	
Geotechnical Engineer	\$ 167.08	N/A	N/A	11/1/2025	10/31/2026	\$ 58.35	5.00%	Not Applicable
Exempt	\$ 175.44	N/A	N/A	11/1/2026	10/31/2027	\$ 61.27	5.00%	
Justin Crose, PG*	\$ 193.97	N/A	N/A	11/1/2024	10/31/2025	\$ 67.74	-	
Hydrogeology	\$ 203.67	N/A	N/A	11/1/2025	10/31/2026	\$ 71.13	5.00%	Not Applicable
Exempt	\$ 213.87	N/A	N/A	11/1/2026	10/31/2027	\$ 74.69	5.00%	
Robert Horwath, PG	\$ 231.48	N/A	N/A	11/1/2024	10/31/2025	\$ 80.84	-	
Site Characterization	\$ 243.04	N/A	N/A	11/1/2025	10/31/2026	\$ 84.88	5.00%	Not Applicable
Exempt	\$ 255.18	N/A	N/A	11/1/2026	10/31/2027	\$ 89.12	5.00%	
Jesus Reyes	\$ 123.13	N/A	N/A	11/1/2024	10/31/2025	\$ 43.00	-	
Geotechnical Engineer	\$ 129.28	N/A	N/A	11/1/2025	10/31/2026	\$ 45.15	5.00%	Not Applicable
Exempt	\$ 135.75	N/A	N/A	11/1/2026	10/31/2027	\$ 47.41	5.00%	
Jesus Reyes**	\$ 269.85	\$ 404.77	\$ 539.69	11/1/2024	10/31/2025	\$ 94.24	-	
Inspection and Materials Testing	\$ 283.33	\$ 425.00	\$ 566.66	11/1/2025	10/31/2026	\$ 98.95	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 1)	\$ 297.51	\$ 446.26	\$ 595.01	11/1/2026	10/31/2027	\$ 103.90	5.00%	
Jesus Reyes**	\$ 264.12	\$ 396.18	\$ 528.24	11/1/2024	10/31/2025	\$ 92.24	-	
Inspection and Materials Testing	\$ 277.32	\$ 415.98	\$ 554.64	11/1/2025	10/31/2026	\$ 96.85	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 2)	\$ 291.18	\$ 436.77	\$ 582.36	11/1/2026	10/31/2027	\$ 101.69	5.00%	
Jesus Reyes**	\$ 243.47	\$ 365.21	\$ 486.95	11/1/2024	10/31/2025	\$ 85.03	-	
Inspection and Materials Testing	\$ 255.64	\$ 383.46	\$ 511.29	11/1/2025	10/31/2026	\$ 89.28	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 3)	\$ 268.41	\$ 402.62	\$ 536.83	11/1/2026	10/31/2027	\$ 93.74	5.00%	
Jesus Reyes**	\$ 226.38	\$ 339.57	\$ 452.76	11/1/2024	10/31/2025	\$ 79.06	-	
Inspection and Materials Testing	\$ 237.69	\$ 356.53	\$ 475.38	11/1/2025	10/31/2026	\$ 83.01	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 4)	\$ 249.57	\$ 374.36	\$ 499.15	11/1/2026	10/31/2027	\$ 87.16	5.00%	

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)

Note: Mark-ups are Not Allowed

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

Project No. TBD Contract No. TBD Participation Amount \$ TBD Date 10/15/2024

	FRINGE BENEFIT %	+	*GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	57.07%	+	91.92%	=	148.99%
					<i>*includes FCCM %</i>
			Fee	=	15.00%

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			
Jamal Osumanu	\$ 105.95	N/A	N/A	11/1/2024	10/31/2025	\$ 37.00	-	
Geotechnical Engineer	\$ 111.24	N/A	N/A	11/1/2025	10/31/2026	\$ 38.85	5.00%	Not Applicable
Exempt	\$ 116.80	N/A	N/A	11/1/2026	10/31/2027	\$ 40.79	5.00%	
Jamal Osumanu**	\$ 269.85	\$ 404.77	\$ 539.69	11/1/2024	10/31/2025	\$ 94.24	-	
Inspection and Materials Testing	\$ 283.33	\$ 425.00	\$ 566.66	11/1/2025	10/31/2026	\$ 98.95	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 1)	\$ 297.51	\$ 446.26	\$ 595.01	11/1/2026	10/31/2027	\$ 103.90	5.00%	
Jamal Osumanu**	\$ 264.12	\$ 396.18	\$ 528.24	11/1/2024	10/31/2025	\$ 92.24	-	
Inspection and Materials Testing	\$ 277.32	\$ 415.98	\$ 554.64	11/1/2025	10/31/2026	\$ 96.85	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 2)	\$ 291.18	\$ 436.77	\$ 582.36	11/1/2026	10/31/2027	\$ 101.69	5.00%	
Jamal Osumanu**	\$ 243.47	\$ 365.21	\$ 486.95	11/1/2024	10/31/2025	\$ 85.03	-	
Inspection and Materials Testing	\$ 255.64	\$ 383.46	\$ 511.29	11/1/2025	10/31/2026	\$ 89.28	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 3)	\$ 268.41	\$ 402.62	\$ 536.83	11/1/2026	10/31/2027	\$ 93.74	5.00%	
Jamal Osumanu**	\$ 226.38	\$ 339.57	\$ 452.76	11/1/2024	10/31/2025	\$ 79.06	-	
Inspection and Materials Testing	\$ 237.69	\$ 356.53	\$ 475.38	11/1/2025	10/31/2026	\$ 83.01	5.00%	Not Applicable
Non-Exempt (Prevailing Wage - Group 4)	\$ 249.57	\$ 374.36	\$ 499.15	11/1/2026	10/31/2027	\$ 87.16	5.00%	
Lab Supervisor	\$ 135.52	N/A	N/A	11/1/2024	10/31/2025	\$ 47.33	-	
Lab Supervisor	\$ 135.52	N/A	N/A	11/1/2025	10/31/2026	\$ 47.33	5.00%	Not Applicable
Exempt	\$ 135.52	N/A	N/A	11/1/2026	10/31/2027	\$ 47.33	5.00%	
Special Inspector II	\$ 108.98	\$ 163.47	\$ 217.96	11/1/2024	10/31/2025	\$ 38.06	-	
Special Inspector II	\$ 108.98	\$ 163.47	\$ 217.96	11/1/2025	10/31/2026	\$ 38.06	5.00%	\$38 / \$39
Non-Exempt	\$ 108.98	\$ 163.47	\$ 217.96	11/1/2026	10/31/2027	\$ 38.06	5.00%	
Technician IV	\$ 104.51	\$ 156.77	\$ 209.03	11/1/2024	10/31/2025	\$ 36.50	-	
Technician IV	\$ 109.75	\$ 164.63	\$ 219.51	11/1/2025	10/31/2026	\$ 38.33	5.00%	Not Applicable
Non-Exempt	\$ 115.25	\$ 172.88	\$ 230.50	11/1/2026	10/31/2027	\$ 40.25	5.00%	
Technician III	\$ 97.36	\$ 146.03	\$ 194.71	11/1/2024	10/31/2025	\$ 34.00	-	
Technician III	\$ 102.22	\$ 153.33	\$ 204.45	11/1/2025	10/31/2026	\$ 35.70	5.00%	\$27 - \$34
Non-Exempt	\$ 107.35	\$ 161.02	\$ 214.70	11/1/2026	10/31/2027	\$ 37.49	5.00%	

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)

Note: Mark-ups are Not Allowed

Consultant

Kleinfelder, Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No.

TBD

Contract No.

TBD

Participation Amount

\$ TBD

Date

10/15/2024

	FRINGE BENEFIT %	+	*GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	57.07%	+	91.92%	=	148.99%
					<i>*includes FCCM %</i>
			Fee	=	15.00%

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
Alma Jimenez Project Controls Professional Exempt	\$ 115.74	N/A	N/A	11/1/2024	10/31/2025	\$ 40.42	-	Not Applicable
	\$ 121.52	N/A	N/A	11/1/2025	10/31/2026	\$ 42.44	5.00%	
	\$ 127.59	N/A	N/A	11/1/2026	10/31/2027	\$ 44.56	5.00%	
Margarita "Maggie" Medina Project Administrator Non-Exempt	\$ 82.58	\$ 123.87	\$ 165.16	11/1/2024	10/31/2025	\$ 28.84	-	Not Applicable
	\$ 86.70	\$ 130.05	\$ 173.41	11/1/2025	10/31/2026	\$ 30.28	5.00%	
	\$ 91.03	\$ 136.54	\$ 182.05	11/1/2026	10/31/2027	\$ 31.79	5.00%	

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Kleinfelder, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. TBD Contract No. N/A Date 10/15/2024

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			per IRS rate	
Equipment Rental and Supplies			per attached Fee Schedule	
Permit Fees			at cost	
Plan Sheets			at cost	
Vehicle Rental			at cost	
Laboratory Testing			per attached Fee Schedule	
Subconsultant 1: Avila Traffic Control				Reimbursed at cost
Subconsultant 2: Associated Traffic Safety				Reimbursed at cost
Subconsultant 3: Sunland Analytical Lab Inc				Reimbursed at cost
Subconsultant 4: Metiri Group				Reimbursed at cost
Subconsultant 5: Technicon Engineering Services				Reimbursed at cost
Subconsultant 6: Bess Testlab, Inc				Reimbursed at cost
Subconsultant 7: GPRS				Reimbursed at cost
Subconsultant 8: Salem Engineering Group Inc				Reimbursed at cost
Subconsultant 9: Taber Drilling				Reimbursed at cost
Subconsultant 10: Gregg Drilling				Reimbursed at cost
Subconsultant 11: Dillard Environmental Services				Reimbursed at cost
Subconsultant 12: California Laboratory Services				Reimbursed at cost
Subconsultant 13: Enthalpy Analytical, LLC				Reimbursed at cost
Subconsultant 14: Forensic Analytical Consulting Services, Inc				Reimbursed at cost

Note: Add additional pages if necessary.

NOTES:

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

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Standard Proctor	D698, T99	\$	305	each
Modified Proctor	D1557, T180	\$	305	each
Rapid Determination of Compaction*	D5080	\$	250	each
1-Point Proctor, Check Point	T272	\$	180	each
Proctor Oversize Correction	D4718	\$	95	each
Treated Soil Proctor	D558	\$	400	each
Minimum and Maximum Relative Density	D4254, D4253	\$	535	each
Maximum Density by Vibratory Hammer	D7382	\$	695	each
Moisture/Density, TEX 113-E	TEX113-E	\$	345	each
Moisture/Density, TEX 114-E	TEX114-E	\$	345	each
California Impact, CT 216	CT216	\$	285	each
<i>*Field Test</i>				

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method[†]	Fee		
Visual Classification	D2488	\$	37	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	\$	115	each
Sieve Analysis, Fine	D422, D6913, T88	\$	165	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	165	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	210	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	230	each
Water Content	D2216, D4363, T265	\$	32	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	58	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	150	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	230	each
Soil Specific Gravity	D854, T100	\$	285	each
Soil Organic Content	D2974-C	\$	160	each
Fiber Content of Peat Soils	D1997	\$	335	each
Pinhole Dispersion Classification	D4647	\$	660	each
Soil pH	D4972, G51	\$	74	each
Double Hydrometer for Dispersive Soils	D4221	\$	345	each
Crumb Test for Dispersive Soils	D6572	\$	110	each
Soil Resistivity	G187	\$	200	each
Chloride Content		\$	89	each
Sulfate Content		\$	74	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	410	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	1,195	each
Methylene Blue	C837	\$	290	each

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

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method[†]	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	440	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	820	each
Resistance R-Value	D2844	\$	410	each
Resistance R-Value of Treated Material	D2844	\$	475	each
Rock Correction for R-Value	D2844	\$	105	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	220	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	1,195	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	\$	210	each
CT373, 1 Lime Content	CT373	\$	460	each
CT373, 3 Lime Contents	CT373	\$	1,385	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	245	each
Resilient Modulus	T307	\$	600	each
CTB Strength, Individual Specimen		\$	230	each
CTB Strength, Set of 3, Without Design		\$	525	each
CTB Complete Mix Design		\$	Inquire	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	37	each
Unconfined Compressive Strength	D2166, T208	\$	180	each
Direct Shear, 1 Point	D3080, T236	\$	190	each
Direct Shear, 3 Points	D3080, T236	\$	495	each
Direct Shear, Residual Strength, Each Point	D3080-Modified	\$	315	each
Consolidation without Time Rate Plots	D2435-Modified	\$	430	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	565	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	800	each
Collapse Potential	D5333	\$	315	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	\$	380	each
One Dimensional Swell – Wetting After Loading	D4546-B	\$	220	each
One Dimensional Swell – Loading After Wetting	D4546-C	\$	600	each
Expansion Index	D4829	\$	245	each
Denver Swell Test		\$	220	each
Permeability, Rigid Wall	D2434	\$	565	each
Permeability, Flexible Wall	D5084-C	\$	495	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	630	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,560	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	265	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	800	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	380	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,250	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	2,250	each
Vane Shear – Motorized	D4648	\$	100	each

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

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ROCK TESTS

Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	150	each
Rock Mohs Hardness	IRSM	\$	100	each
Rock Point Load Index, per Point*	D5731	\$	68	each
Rock Slake Durability	D4644	\$	250	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	\$	125	each
Rock Direct Tensile	D2936	\$	250	each
Rock Unconfined Compression	D7012-C	\$	315	each

Above testing fees include routine sample preparation (end grinding) and sample photographs.

**Point load and splitting tensile test fees are per break, not per set of ten.*

AGGREGATE TESTS

Test	Standard Test Method[†]	Fee		
ASR Reactivity, Long Method	C227, C1293	\$	2,135	each
ASR Reactivity, Short Method	C1260, C1567	\$	1,195	each
Cleanliness Value	CT227	\$	210	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$	130	each
Coarse Specific Gravity & Absorption	C127, T85	\$	125	each
Fine Specific Gravity & Absorption	C128, T84	\$	185	each
Coarse Durability	D3744, T210	\$	190	each
Fine Durability	D3744, T210	\$	190	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$	120	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$	130	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	370	each
Los Angeles Abrasion, Large Aggregate	C535	\$	250	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	250	each
Mortar Sand Strength	C87, CT515	\$	820	each
Organic Impurities	C40, T21	\$	125	each
Sand Equivalent	D2419, T176	\$	190	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	\$	115	each
Sieve Analysis, Fine	C136, T27	\$	165	each
Sieve Analysis, Coarse	C136, T27	\$	165	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	210	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$	190	each
Unit Weight	C29, T19	\$	84	each
Water Content	D2216, C566, T255	\$	32	each
Texas Wet Ball Mill	TEX116E	\$	380	each
Decantation Wash	TEX406A	\$	115	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	180	each

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

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

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

FILTER MEDIA TESTS

Test	Standard Test Method [†]	Fee		
Filter Media, Sieve Analysis (<i>includes d10, d60, es, cu</i>)	AWWA B100	\$	230	each
Filter Media, Mohs Hardness	AWWA B100	\$	230	each
Acid Solubility	AWWA B100	\$	230	each

CONCRETE TESTS

Test	Standard Test Method [†]	Fee		
Concrete Compression	C39	\$	42	each
Concrete Core Compression	C42	\$	105	each
Concrete Flexural Strength	C78	\$	130	each
Hydraulic Cement Mortar Compression	C109 (field cast)	\$	42	each
Concrete Drying Shrinkage, set of 3*	C157	\$	640	Each
Concrete Core Thickness	C174	\$	58	each
Concrete Laboratory Trial Batch**	C192	\$	1,750	each
Concrete Time of Set by Penetration Resistance	C403, C191	\$	2,400	each
Concrete Modulus of Elasticity	C469	\$	600	each
Concrete Splitting Tensile Strength	C496	\$	175	each
Concrete Absorption	C497, C642	\$	200	each
Concrete Cylinder Unit Weight	C567	\$	200	each
Non-Shrink Grout Compression	C1107, C579	\$	42	each
Shotcrete Compression	C1140, C1604	\$	89	each
Shotcrete Core Grading	ACI 506.3	\$	150	each
Concrete Paving Slab Modulus of Rupture	C1782	\$	945	each
Concrete Direct Tensile	D2936, CRD C164	\$	525	each
CLSM Compression	D4832	\$	58	each

*For sets greater than 3, add \$100 per prism

**Includes up to 9 cylinders or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method [†]	Fee		
RCC Compression	C1435/C39	\$	68	each
RCC Air Content	C1849	\$	125	each
RCC Unit Weight	C1849	\$	125	each
RCC Consistency and Density (VeBe)	C1170	\$	1,680	each
RCC Accelerated Cure	C1768 - modified	\$	790	each
RCC Trial Batch	ACI 211.1	\$	inquire	each

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

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- Those beginning with T are AASHTO methods.

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

MASONRY TESTS

Test	Standard Test Method [†]	Fee		
Masonry Grout Compression	C1019, C942	\$	42	each
Masonry Mortar Compression	C270, C780	\$	42	each
Masonry Core Compression and Shear	CA DSA	\$	210	each
Masonry Prism Compression	C1314	\$	160	each
CMU Absorption and Received Moisture	C140	\$	125	each
CMU Compression	C140	\$	130	each
CMU Dimension Verification	C140	\$	60	each
CMU Lineal Shrinkage	C426	\$	350	each

ASPHALT TESTS

MIX PROPERTY TESTS				
Test	Standard Test Method [†]	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203, AI-MS-2	\$	68	each
VMA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
VFA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
Volumetric Properties (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
AC Moisture Content	T329	\$	85	each
Gradation of Extracted Aggregate	D5444	\$	160	each
AC Content by Extraction	D2172	\$	375	each
AC Content by Ignition Oven	D6307, T308	\$	200	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	440	each
Hveem Stability	D1560	\$	440	each
Hveem Stability without Compaction	D1560	\$	230	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	220	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method [†]	Fee		
AC Core Thickness	D3549	\$	45	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	68	each
Unit Weight, Gyratory Method	D6925, T312	\$	400	each
Unit Weight, Hveem Method	D1561	\$	390	each
Unit Weight, Marshall Method	D6926	\$	285	each
Maximum Theoretical Specific Gravity	D2041	\$	210	each
Moisture Induced Damage	T283	\$	1,695	each
Hamburg Wheel Track, Set of 2	T324	\$	1,270	each
Index of Retained Strength	D1075	\$	1,445	each
Indirect Tensile Strength (<i>does not include compaction</i>)	D6931	\$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	\$	440	each
Caltrans Tensile Strength Ratio	CT371	\$	2,310	each
Caltrans Optimum Bitumen Content OGFC	CT368	\$	2,135	each
Film Stripping	CT302	\$	190	each
Mix Design, Hveem Method	CT367	\$	Inquire	each

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

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2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Mix Design, Marshall Method	AI-MS-2	\$	Inquire	each
Mix Design, Superpave Method	AI-MS-2	\$	Inquire	each

EMULSION TESTS

EMULSION TESTS				
Test	Standard Test Method [†]	Fee		
Emulsion Settlement	D6930, T59	\$	295	each
Emulsion Sieve Test	D6933, T59	\$	130	each
Emulsion Storage Stability	D6930, T59	\$	230	each
Emulsion Torsional Recovery	CT332	\$	200	each
Particle Charge	D7402, T59	\$	130	each
Residue by Evaporation	D6934, T59	\$	145	each
Saybolt Viscosity	D7946, T59	\$	200	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	440	each

METAL TESTS

BOLT TESTS				
Test	Standard Test Method [†]	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$	300	each
Bolt Hardness	E18	\$	40	each
Bolt Proof Load	F606	\$	60	each
Bolt Wedge Tensile	F606	\$	65	each
Nut Hardness	E18	\$	40	each
Nut Proof Load	F606	\$	60	each
Washer Hardness	E18	\$	40	each
*An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.				

REINFORCING BAR TESTS				
Test	Standard Test Method [†]	Fee		
Bend	A370, E290	\$	60	each
Rebar Tensile, up to No. 11	A370, E8	\$	120	each
Rebar Tensile, No. 14 and No. 18	A370, E8	\$	300	each
Rebar Coupler Slip	A370, A1034, CT670	\$	225	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$	150	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$	350	each
Headed Rebar Tensile, up to No. 11	A370, A970	\$	150	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$	350	each
Modulus of Elasticity*	A370	\$	300	Each
Epoxy Coating Thickness	A775, A934	\$	130	each
Epoxy Coating Continuity – Holiday Test	A775, A934	\$	130	each
Epoxy Flexibility - Bending	A775, A934	\$	130	each
*Machined specimens only, in addition to the tensile fee.				

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

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- Those beginning with T are AASHTO methods.

**2024 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

METAL TESTS

Test	Standard Test Method[†]	Fee		
PT Strand Tensile	A370, A1061	\$	255	each
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$	190	each
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$	350	each
Reduced Section Tensile*	A370	\$	250	each
Rockwell Hardness	E18	\$	40	each
Macroetch	E381	\$	500	each
Charpy Impact, Set of 3 **	A370, A673	\$	1,000	each
Galvanization Thickness	B499, E376	\$	35	each
Fireproofing Density	E605	\$	115	each

**Machining test specimens is not included. Additional fees for stress-strain diagram.*

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

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS

Test	Standard Test Method[†]	Fee		
Tensile and Elastic Modulus Polymer Composite Materials	D3039	\$	805	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION

Test	Standard Test Method[†]	Fee		
Sample Cutting and Trimming		\$	42	each
Sample Preparation		\$	75	each
Sample Remolding		\$	100	each
Contamination Fee		\$	varies	each
Sample Disposal Fee		\$	10	each

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

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- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS TESTING EQUIPMENT

EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT			
Equipment	Invoice Name	Test Method†	Price
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$150.00 / day
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$20.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$85.00 /day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$165.00 / day
Cylinder Mold	CYLINDER MOLDS		\$3.00 each
Diamond Bit Core Barrel Charge			
3" Diameter	CORING, 3" DIAM./IN		\$3.30 / inch
4" Diameter	CORING, 4" DIAM./IN		\$4.40 / inch
6" Diameter	CORING, 6" DIAM./IN		\$6.60 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$50.00 /day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$275.00 /day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.10 /sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$150.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$45.00 /day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$75.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$55.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$75.00 /day

VEHICLES		
Description	Invoice Name	Price
Mileage, 2 Wheel Drive (Per Mile)	MILEAGE, 2 WH/MILE	\$0.80 / mile
Mileage, 4 Wheel Drive (Per Mile)	MILEAGE, 4 WH/MILE	\$1.60 / mile
Vehicle, 2 Wheel Drive (Per Hour)	VEHICLE, 2 WHEEL/HR	\$10.00 / hour
Vehicle w/Std Testing Equip (Per Hour)	VEH W/STD EQUIP/HR	\$19.00 / hour

OFFICE EQUIPMENT		
Description	Invoice Name	Price
Reproduction (Per Page)	REPRODUCTION/PAGE	\$0.65 / page
Report Surcharge (Per Copy)	REPORT (PER COPY)	\$44.00 / each
Bond Cost for CADD (Per Square Foot)	CADD – BOND	\$0.60 / sq ft
CADD Workstation (Per Hour)	CADD WORKSTATION /HR	\$15.75 / hour

†Examples of common test methods. Other methods may exist.

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) and Kleinfelder, Inc. (Consultant)

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

MINIMUM LIMITS OF INSURANCE

The Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees, agents and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 04 13 and CG 20 37 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, the Consultant insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the

event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If the Consultant subcontracts any or all of the services to be performed under this Agreement, Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by the City Risk Manager or designee. If no Side Agreement is required, the Consultant will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

The Consultant shall furnish the City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business, which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.



Signature

October 25, 2024

Date

Steven Wiesner

(Name)

Kleinfelder, Inc.

(Company)

2001 Arch Airport Road, Suite 100

(Address)

Stockton, CA 95206

(City State Zip)

EXHIBIT D
FEDERAL AND STATE ASSURANCES
Consultant Service Agreement between City of Fresno (City)
and Kleinfelder, Inc. (Consultant)

1. The Consultant shall comply with and require its Subcontractors to comply with the following:
 - a. 23 USC §112 regarding Highways and the letting of contracts to Architects and Engineers;
 - b. The provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900(a-f), set forth in Chapter 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. Give a written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or any other agreements as appropriate. **INCLUDE THIS ENTIRE CLAUSE IN ANY AND ALL SUBCONTRACTS.**
 - c. **Appendix A** attached hereto and incorporated herein.
2. Cost Principles
 - a. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1 Part 31.000 et seq., shall be used to determine the allowability of cost for individual items.
 - b. The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by the Consultant to the City.
3. Subcontracting
 - a. the 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 the City's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
 - b. Any subcontract in excess of \$25,000 shall contain ALL the provisions stipulated in this Agreement to be applicable to subcontractors.
 - c. Any substitution of subconsultants/subcontractors must be approved in

writing by the City's Contract Manager.

4. Equipment Purchase

- a. Prior authorization in writing, by the City's Contract Manager shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or the Consultant services. The Consultant shall provide a written request which includes an evaluation of the necessity or desirability of incurring such costs, three competitive quotations obtained in the manner prescribed in the City's Municipal Code Section 4-101(d) or 4-102 as applicable or a sole source justification as provided in the City's Administrative Order No. 3-3.
- b. Any equipment purchased as a result of this Agreement is subject to the following: the 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, the City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the Consultant may either keep the equipment and credit the 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 the City procedures; and credit the City in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- c. The above provisions shall be included in all subcontracts in excess of \$25,000.

5. PROHIBITION OF EXPENDING City STATE OR FEDERAL FUNDS FOR LOBBYING

This section only applies to contracts where federal funding will exceed \$100,000.

A. The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

6. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, the Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Consultant and subcontractors 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. The Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

APPENDIX A TO EXHIBIT D
Consultant Service Agreement between City of Fresno (City)
and Kleinfelder, Inc. (Consultant)

(1) The Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

(2) The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) In all solicitations either by competitive bidding or negotiation made by the 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 the Consultant of the Consultant's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) The Consultant shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to the Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State of California (STATE) or the FHWA as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(5) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the City under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) The Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event the Consultant becomes involved in, or is threatened

with, litigation with a sub-applicant or supplier as a result of such direction, the Consultant may request STATE enter into such litigation to protect the interests of STATE, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(7) The Consultant shall execute the following CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES:

I HEREBY CERTIFY that I am Steven Wiesner, and duly authorized representative of the firm of Kleinfelder, Inc. whose address is 2001 Arch Airport Road, Suite 100, Stockton, CA 95206, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

October 25, 2024

(Date)



(Signature)

EXHIBIT E

TASK ORDER FORM
Consultant Service Agreement between City of Fresno (City)
and Kleinfelder, Inc. (Consultant)
TASK ORDER _____

Title/Project: _____
Consultant: _____
City Project ID: _____

Task Order Description (Attach Scope of Work):

Task Order Work Plan:

Task Order Deliverable:

Task Order Staffing:

Task Order Cost: _____
Task Order Period of Performance: _____
Task Order DBE Commitment: _____

Consultant Project Manager: _____
City Project Manager: _____

Authorized Signatures	
Consultant's Authorized Representative	City's Authorized Representative
<div style="text-align: center; border-top: 1px solid black; margin-bottom: 10px;">Signature</div> Name: _____ Title: _____ Date: _____	<div style="text-align: center; border-top: 1px solid black; margin-bottom: 10px;">Signature</div> Name: _____ Title: _____ Date: _____

Attachments:
1. Scope of Work
2. Cost Proposal