

June 21, 2016

Mr. James C. Bastian, Jr.
SHULMAN HODGES & BASTIAN, LLP
100 Spectrum Center Drive, Suite 600,
Irvine, CA 92618

Subject: Trabuco Canyon Little League All-Stars Tournament Noise Impact Analysis, County of Orange

Dear Mr. Bastian:

Introduction

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this proposed Agreement to provide a noise impact study for the Trabuco Canyon Little Leagues All-Stars Tournament Noise Impact Analysis located along Oso Parkway at Lennar Fields, in the County of Orange. The existing baseball fields are planning on hosting an All-Star baseball tournament from July 6-15th. Loudspeakers will be in operation during the tournament. As a result, the water district is requiring a noise analysis to be completed in order to identify the noise impacts from the baseball fields to the adjacent residential units located along Panorama Street (Coto de Caza).

RK will complete a memo style noise analysis that identifies the dB level at the adjacent residential units. The goal of the analysis is to ensure that the loudspeakers from the baseball fields do not exceed the County of Orange noise thresholds.

Scope of Work

1. Review the satellite image of the baseball fields from an acoustical standpoint.
2. Perform a field review and obtain up to three (3) noise measurements along the residential property lines while the loudspeakers are in use. Provide a plausible mitigation plan if necessary.
3. Compare the noise level impact to the County of Orange noise ordinance.
4. Summarize the results of the study in a noise impact memo addressing the noise impacts and recommended mitigation measures.

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In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Client and RK agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

In the event that a lawsuit is brought for the enforcement of any of the terms of this agreement, the prevailing party should be entitled to attorney fees and costs in addition to any damages. This agreement can be terminated by either party based upon a written request to terminate the work. The client will pay RK for all work that is completed prior to the termination of the work.

Time Schedule

It is estimated that the Noise Impact Study will take approximately 5 working days to complete from the date of authorization, and date of receipt of data essential for the study. Additionally, any delays resulting from circumstances beyond our control, such as weather, shall extend the time schedule.

Qualifications

RK is located in Newport Beach, California and specializes in transportation planning and traffic/acoustical engineering for governmental agencies and the business community. The firm principals and associates have over 50 years of combined engineering and planning experience throughout Southern California at the regional, local and individual project levels. The experience of the firm's personnel in transportation planning and traffic/acoustical engineering provides the special skills necessary for determining practical and meaningful traffic solutions.

This letter can serve as a Memorandum of Agreement and our authorization to proceed. **Please sign one copy and return it to us for our files even if you issue your own contract.** We are looking forward to serving you on this project. This proposal is valid for sixty days, if signed by the client.

Exhibit A

Billing Rates for RK ENGINEERING GROUP, INC.

Compensation for Services

The Consultants Billing rates for services are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$165.00
Associate Principal	\$150.00
Senior Associate	\$140.00
Associate	\$130.00
Principal Engineer/Principal Planner/Principal Designer	\$120.00
Senior Engineer/Senior Planner/Senior Designer	\$110.00
Engineer/Planner III	\$105.00
Engineer/Planner II	\$ 95.00
Engineer/Planner I	\$ 90.00
Assistant Engineer/Planner	\$ 80.00
Transportation Analyst	\$ 65.00
Senior Engineering Technician	\$ 75.00
Engineering Technician III	\$ 70.00
Engineering Technician II	\$ 60.00
Engineering Technician I	\$ 50.00
Engineering Aide	\$ 45.00
Executive Assistant	\$ 65.00
Administrative Assistant	\$ 50.00
Administrative Aide	\$ 40.00
Clerical Aide	\$ 35.00

General

- (1) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls, travel, and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work and expert witness work, the above rates may be increased 50 percent. Hourly rates for depositions and trials will be increased by 100%
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of the receipt by client of statement. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.