## AGREEMENT FOR CONSULTANT SERVICES BETWEEN CITY OF TEMECULA AND WILLDAN ENGINEERING

## RANCHO CALIFORNIA ROAD MEDIAN IMPROVEMENTS PROJECT NO. PW23-04 (RFP NO. 284)

**THIS AGREEMENT** is made and effective as of **February 11, 2025**, between the **City of Temecula**, a municipal corporation hereinafter referred to as "City"), and **Willdan Engineering**, a **Corporation** (hereinafter referred to as **"Consultant"**). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1. <u>TERM</u>

This Agreement shall commence on **February 11, 2025**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2027**, unless sooner terminated pursuant to the provisions of this Agreement.

If Agreement is extended beyond the original term, the Agreement price shall be adjusted at the beginning of each fiscal year in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change.

### 2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

### 3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

### 4. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or

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service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

### 5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to http://www.dir.ca.gov/Public-Works/PublicWorks.html

### 6. PAYMENT

- a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Two Hundred Ninety Thousand Thirty-Four Dollars and Zero Cents (\$290,034.00)** for the total term of this agreement
- b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The Director of Public Works may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement Consultant shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

### 7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or

terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "PAYMENT" herein.

### 8. DEFAULT OF CONSULTANT

- a. The Consultant failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.
- b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 9. OWNERSHIP OF DOCUMENTS

- a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the Consultant.

### 10. INDEMNIFICATION

- a. <u>Indemnity for Design Professional Services</u>. In connection with its design professional services, but subject to the limitations of Section 2 of this Agreement, Consultant shall hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees"), with respect to any and all claims, demands, liabilities, losses, costs or expenses, including reimbursement of reasonable attorney fees and costs of defense (collectively "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property which to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employee, sub-consultants, or agents in the performance or its professional services under this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault as set forth in California Civil Code 2782.8.
- b. Other Indemnities. The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

### 11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Consultant, its agents, representatives, employees, or subcontractors.

- as: Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

- 4) Professional Liability (Errors and Omissions): One million (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.
- a. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.
- b. <u>Other Insurance Provisions</u>. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.
- 2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.
- 3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.
- 4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City

of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

- 5) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) If the Consultant's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.
- 7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.
- 8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Vendor, and all subcontractors must agree in writing to be bound by the provisions of this section.
- c. <u>Acceptability of Insurers</u>. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.
- d. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- e. <u>Special Risks or Circumstances.</u> The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### 12. INDEPENDENT CONTRACTOR

- a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

### 13. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

### 14. RELEASE OF INFORMATION

- a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### 15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address:

City of Temecula Attn: City Manager 41000 Main Street Temecula, CA 92590

To Consultant:

Willdan Engineering Attn: Tyrone Peter

27368 Via Industria, Suite 200

Temecula, CA 92590

### 16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

### 17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

### 18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

### 19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

### 20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

### 21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following

non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY	OF TEMECULA	(Two Si	DAN ENGINEERING ignatures of corporate of one person to sign the agreement on of the corporation.)
Ву:	Brenden Kalfus, Mayor	Ву:	Vanessa Munoz/President
ATTI	EST:		
By:		Ву:	Miles
	RANDI JOHL, CITY CLERK		Kate Nguyen, Secretary
APP	ROVED AS TO FORM:		
Ву:	Peter M. Thorson, City Attorney	Cons	ultant
		Willda	an Engineering
		Attn:	Tyrone Peter
			S Via Industria, Suite 200
			cula, CA 92590 393-1963
			@willdan.com

### **EXHIBIT A**

### TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

All tasks to be performed are per the proposal provided by the Contractor attached hereto and incorporated herein as though set forth in full.

### **TASK 1. Project Management**

Mr. Peter will maintain contact with City staff primarily through biweekly email updates on the project status. It is our experience that this communication activity results in early identification and resolution of potential project challenges that could otherwise cause the project to go off-track.

### **Deliverables**

- Project Schedule including PDT meetings
- Meeting Agendas and Minutes

Kick-Off Meeting. Upon receiving the notice to proceed from the

City, Willdan will prepare a project schedule based on the scope of work presented in the proposal. The schedule will be submitted to the City for review and acceptance. If other items come up after the original schedule was accepted, Willdan will revise/update the schedule to meet the City's timeframe. Willdan will participate in a kick-off meeting to include the decision-makers from the City and other agencies such as electrical and other agencies that become known to us resulting from our research. The meeting will be used to discuss project scope and schedule including design goals and criteria, roles and responsibilities, work program, budgeting, utility coordination, plan and specifications preparation, cost estimate, submittal reviews, and anticipated construction issues. We will:

- 1. Maintain continuous communication with the City of Temecula Project Manager, including meetings to review the initial concept plan and project status at 60%, 90%, and 100% completion.
- 2. Provide agendas of special items for discussion and minutes listing actions.
- 3. Provide a detailed project schedule subject to City's approval (including a two-week look-ahead at Project Delivery Team (PDT) meetings).
- 4. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
- 5. Proactively initiate communication efforts between the design team and the City of Temecula to address key issues in a timely manner.

### **TASK 2 - AGENCY AND UTILITY COORDINATION**

Willdan will provide agency and utility coordination necessary for successful project completion. Specifically, we will:

- 1. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary.
- 2. Prepare an initial request for utility information, such as atlas sheets, mapping, or as-built plans, and notify the need to install planned facilities in the area of the project.

### **Deliverables**

- Meeting Agendas and Minutes
- Utility Notification Letters
- Utility Matrix
- 3. Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction and how they would be upgraded or relocated. Lead efforts to identify ownership of unknown utility lines.
- 4. Submit 60%, 90% and 100% plans to the utility companies for review and comment, including notification of date of planned construction start.
- 5. Maintain a utility contact matrix documenting contacts, issues, etc., with utility companies.



#### **TASK 3 - PRELIMINARY ENGINEERING**

### 3.01 - Design Survey

#### **Topographic Survey**

A design level Topographic Survey (aerial mapping and conventional field survey) will be provided for the area as outlined in the aerial picture shown on Exhibit "A" (the Site). The boundary

### **Deliverables**

- AutoCAD (Civil 3D) drawing, version 2021 or lower, including 3D surface file(s)
- Signed and stamped PDF file

component of the survey will include a field boundary verification denoting current property lines and easements of record as shown on current county recorded maps. Current title reports are to be provided by the client if easements on private properties are to be shown. The items to be included are as follows:

### **Survey Control**

- 1. The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available. Confirmation of the vertical datum will be required before field mobilization.
- 2. The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83). Confirmation of the horizontal datum/EPOCH will be required before field mobilization.

### **Survey Features**

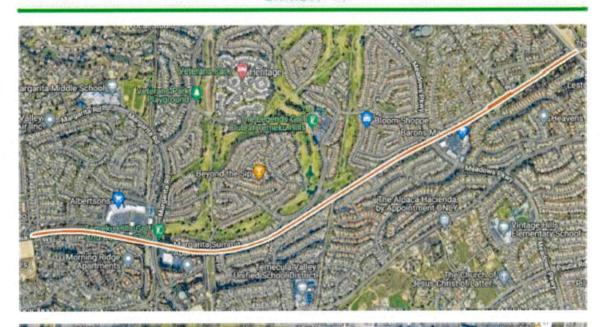
- 1. The majority of the survey will be prepared using aerial photography. Supplemental observations will be taken at 100-foot street cross sections along the raised medians and compiled with the photogrammetric data to create the final deliverable. Field spot elevations will also be captured along the sidewalk gaps and select ADA ramps. In these areas, field shots will be captured at back of walk/sidewalks, top of curbs, flow lines, gutter edges, driveway aprons, local depressions, and handicap ramps, as applicable. The survey will be prepared to provide 1-foot contour intervals.
- 2. Spot elevations to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the Site.
- 3. Location of signing and striping within the Site.
- 4. Location of trees over 6 feet in height, regardless of caliper, within the Site.

#### Utilities

- 1. Location, elevation, size, and type of visible above ground utilities within the Site captured with the aerial survey.
- 2. Flow line invert elevations will not be surveyed.
- 3. Existing utility lines identified by painted striping from USA markings will be shown if captured in the aerial survey. The research and plotting of record subsurface utilities and hiring a utility locating subcontractor are not included in this proposal.



### **EXHIBIT "A"**























### 3.02 - Records Research and Field Reviews

Willdan will provide the following services:

- Research and review base data documents, including asbuilt improvement plans, utility information, existing pavement section information, and other available record data.
- Conduct a design review field meeting with City staff at 60% and 90% design completion to evaluate design recommendations against existing conditions.

### 3.03 - Geotechnical Engineering

We understand that the only pavement improvements that are anticipated with this project are what is needed for the construction of the raised medians. Willdan's Geotechnical Engineer will provide the following services.

- Evaluation Memo Evaluate existing soil and pavement conditions prior to making design recommendations. Document potential areas of reconstruction, as well as
  - special problem areas that may require a form of pretreatment prior to their rehabilitation, such as rutting and flushing.
- 2. Coordinate coring and testing, including core log prepared by the pavement engineer identifying core locations and locations requiring R-value testing. Engineer's observations shall be used as part of determining pavement properties to recommend a rehabilitation approach. The investigation will consist of a total of 10 cores/borings. Cores/borings will be located at strategic locations within the limits of the medians and the portion of the project limit to be widened, and drilled to a maximum depth of 2 feet below ground surface (bgs). The purpose of this investigation is to measure the thicknesses of the existing pavement sections, AC and AB, and collect representative sub-grade samples for laboratory testing.
- 3. During the field reconnaissance, determine, mark and record coring locations, and identify and record deflection test point alignments.
- 4. Perform a review of cores and test data to ascertain potential problems with specific strategies, such as geometric constraints, wet subgrade, thin pavement sections, fabric interlayer's affecting cold milling, special base materials, etc.
- 5. The evaluations will also include soil sampling and testing to provide necessary parameters for the design of a foundation for standard retaining wall.
- 6. Evaluate cracking conditions on the roadway in lanes and segments, core and test information, and calculate based on Asphalt Institute methods a design overlay thickness and strategy, including various overlay materials and interlayers.
- 7. Perform value engineering evaluation of lifespan versus cost for viable strategies. Coordinate the results with the information on the pavement management system.
- 8. Prepare Engineering report, including summary of existing conditions and recommendations for earthwork and rehabilitation, applying all the parameters and strategies to the analysis, which shall be based on traffic index (TI).
- 9. Prepare typical sections and special provisions for pavement, and coordinate design of pavement rehabilitation.

### **Deliverables**

- Meeting Agendas and Minutes
- Utility Notification Letters
- Utility Matrix



### **Deliverables**

- Evaluation Memo, stamped and signed (PDF)
- Draft Geotechnical Report (PDF)
- Final Geotechnical Report (Ring-Bound Hard Copies and PDF)

- 10. Take design plans to the site and mark repair areas in the field conforming to City-agreed parameters, and generally proof overlay design aspects such as special conditions for cold milling, and other treatments, and coordinate for recording and plotting on plans.
- 11. Monitor inclusion of the final details on the project plans, and estimates, special details, construction notes, and specifications to ensure proper implementation at time of construction.
- 12. Civil Engineer shall review the mix design documentation submitted during construction. Pavement Engineer to verify product conforming to specifications to ensure the design lifespan of the roadway.
- 13. The Geotechnical Report shall include cost-effective pavement rehabilitation strategies that meet the project budget. At a minimum, four pavement rehabilitation strategies shall be offered, one of which shall consist of pavement pulverization. Each shall meet the minimum 10-year design. Prior to preparing the draft Geotechnical Report, Consultant shall obtain City Approval of pavement rehabilitation methods and costs.

### 3.04 - National Pollution Discharge Elimination System (NPDES) Program Compliance

Willdan assumes that this project is not considered a redevelopment project as defined by the City of Temecula Best Management Practice (BMP) Design Manual. Per

the City manual, the proposed sidewalk additions are not considered to be a priority development project and do not impact additional impervious surface areas. The proposed median improvements will reduce the impervious surface area of the roadway. Per the City's requirements, Willdan will

### **Deliverables**

Water Quality Management Plan (WQMP)

prepare a water quality management plan (WQMP) to identify the source control, site design BMPs and Construction Phase BMPs required to prevent pollutants from entering the project's construction and post-construction runoff.

#### 3.05 - Environmental Documentation

The identified street segments will rely on local City funds. As such, California Environmental Quality Act (CEQA) criteria will be applied – more specifically, the application of provisions under Article 19 – Categorical Exemptions (CE). Willdan will prepare the notice of exemption for the City to execute and file.

### **Deliverables**

CEQA categorical exemption - notice of exemption forms

### 3.06 - Preliminary Plans-30% Plans

Willdan understands that the primary purpose of this project is to build raised medians. The raised medians will enhance the safety of the street for the resident community and for the visiting tourist.

### **Deliverables**

Conceptual Plan - 30%

In addition, the landscaping of the proposed medians will improve the aesthetics of this road for motorists. Willdan will provide a conceptual plan with the median layout, grading limits, drainage impacts, utilities, pavement delineation, signage, landscape and irrigation themes. The City has also requested a conceptual monument sign detail to be included. We understand that the intersection of Margarita and Rancho California is to be a major focal point.

As part of our field review, research and data gathering, Willdan would like to arrange a meeting with the City's maintenance facilities managers and/or supervisor to obtain as much detailed information as



possible regarding the proposed improvements (e.g., drainage, hardscape, trees to remain, etc.). This input will provide specific recommendations pertaining to the improvements for the purposes of maximizing the budgets. Additionally, the purpose of the meeting is to get first-hand knowledge about the existing site conditions and discuss proposed modifications to accommodate the new hardscape areas. Furthermore, this field review will also identify potential design constraints and conflicts and observe general site conditions.

We also understand that the city's general plan has modified the roadway cross sections for a Principal Arterial Roadway lane widths and we will follow the current adopted general plan to design the pavement delineations and the median. Once approved, Willdan will proceed to the final plan preparation phase.

#### **TASK 4 - FINAL ENGINEERING**

Plans, specifications, and estimates shall be provided at levels of completion of approximately 60%, 90%, and 100% (Mylar). The City of Temecula will provide review comments at the concept, 60% and 90% design stage. It is expected that 100% plans will be complete and include comments and input from all stakeholders. Plans shall conform to the City of Temecula standard plans and shall be prepared utilizing AutoCAD software. Copies of AutoCAD files shall accompany each level of plan submittal.

 One full-size mylar of 100% drawings.
 Electronic files of final plans (DWG and PDF)

**Deliverables** 

Three sets of plan and electronic submittals at 60%

and 90% completion

milestones

We understand that the project includes Raised medians with landscaping and irrigation, sidewalk where missing or damaged, missing curb and gutter, grading and earthwork, Class II, bike lane, storm drain facilities (where necessary), Landscape & irrigation, signing and striping, erosion control and storm water pollution prevention plan, utilities etc.

Project plans shall include the following:

- 1. Title, typical section, and construction detail sheets. The plans will be per City's formats.
- 2. Civil design plans are to include pavement improvements, utility base mapping, median improvements, necessary drainage details, etc. The plans shall be at a horizontal scale of 1" = 40'. We believe 40-scale plans will be a cost-effective approach and the plans will be clear from bid and construction. Willdan will provide samples of plans at 40 scale if the City would like to see.
- 3. Willdan will include all existing and proposed improvements including pavement, storm drains, utilities, above ground appurtenances, landscaping, irrigation lines, fences, and any other proposed information.
- 4. Willdan will coordinate with all related agencies, utility companies, and nearby developers for the proposed improvements.
- 5. Design elements required to comply with the NPDES program.
- Signing and striping plans at a horizontal scale of 1" = 40'
- Submit 60% and 90% completion plans for City's review and comments. Revise plans based on City comments.
- 8. Submit 100% plans (mylars, DWG and PDF)

Willdan will consult with the City at such reasonable times and places as necessary to accomplish the foregoing. In performing said services, the Consulting Engineer shall use, whenever possible, the standard



details, specifications as approved by the City of Temecula for Public Works Projects. All drawings and specifications shall be adequate and sufficient for the City of Temecula to solicit bids for the award of the contract for said work.

### **TASK 5 – FINAL ENGINEERING - COST ESTIMATES**

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to the established project budget.

### **Deliverables**

- Cost Estimate at Concept, 60%, 90% and 100% Completion Milestones
- Calculations Backup
- Electronic Files of Cost
   Estimates (MS Excel and PDF)

### TASK 6 - FINAL ENGINEERING - SPECIFICATIONS

Willdan will prepare Technical Special Provisions per City of Temecula requirements for bidding by the City. The City will prepare boilerplate specifications and the City will prepare the bid package. Special provisions shall be prepared per Greenbook 2024 format. Special provisions will follow the City's format and will reference the latest version of the standard specifications.

### **Deliverables**

- Cost Special Provisions and Bid Schedule at the 60%, 90% and 100% Completion Milestones
- Electronic Files of 100%
   Specifications (MS Word and PDF)

### **ENGINEERING SUPPORT DURING BID AND CONSTRUCTION**

Bid support services and engineering support during construction are not included in this scope of work but can be provided if needed under a separate contract. Willdan will provide electronic files and will provide a plot of all control coordinates for use in construction staking.

Willdan will conduct a field investigation to verify existing topographic conditions and identify unusual or special conditions and review available improvement plans, utility plans, and data records within the project area. The survey document current conditions such as existing grades, surface culture and any other existing items/structures, along with assisting with designing/placement of the renovations/improvements.

Willdan's Resource Matrix showing staff hours by task is shown on the following page.

#### b. Timeline

Willdan's schedule showing the various tasks and total time frame proposed to complete the project is shown following the Resource Matrix.



### **EXHIBIT B**

### **PAYMENT RATES AND SCHEDULE**

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$290,034.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

### CITY OF TEMECULA

Rancho California Blvd Street Imporvement - Plans, Specifications and Estimate FEE SCHEDULE - REVISED

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FEE Schedule TEM Rancho California\_REVISED 2024.11.11





## Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2025

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$81	Code Enforcement Technician	\$106	Labor Compliance Specialist	\$146
Technical Aide II	\$103	Code Enforcement Officer	\$121	Labor Compliance Manager	\$183
Technical Aide III	\$120	Senior Code Enforcement Officer	\$143	Utility Coordinator	\$167
CAD Operator I	\$128	Supervisor Code Enforcement	\$173	Office Engineer I	\$147
CAD Operator II	\$148	Fire Plans Examiner	\$173	Office Engineer II	\$167
CAD Operator III	\$165	Senior Fire Plans Examiner	\$189	Assistant Construction Manager	\$160
GIS Analyst I	\$168	Fire Inspector	\$159	Construction Manager	\$185
GIS Analyst II	\$184	Senior Fire Inspector	\$173	Senior Construction Manager	\$201
GIS Analyst III	\$191	Fire Marshal	\$204	The second state and delication from the second state of the secon	\$208
Environmental Analyst I	\$144	Plans Examiner Aide	\$114	Resident Engineer I	\$216
Environmental Analyst II	\$161	Plans Examiner	\$173	Resident Engineer II	
Environmental Analyst III	\$171	Senior Plans Examiner	\$189	Project Manager IV	\$234
Environmental Specialist	\$185	Assistant Construction Permit	\$121	Deputy Director	\$243
Designer I	\$173	Specialist		Director	\$249
Designer II	\$179	Construction Permit Specialist	\$128	INSPECTION SERVICES	
Senior Designer I	\$188	Senior Construction Permit Specialist	\$150	Public Works Observer **	\$131
Senior Designer II	\$197	Supervising Construction Permit	\$159	Public Works Observer ***	\$159
Design Manager	\$196	Specialist	Ψ103	Senior Public Works Observer**	\$143
Senior Design Manager	\$206	Assistant Building Inspector	\$143	Senior Public Works Observer ***	\$159
Project Manager I	\$186	Building Inspector	\$159	MAPPING AND EXPERT SERVICES	
Project Manager II	\$207	Senior Building Inspector	\$173	The second section is a second	\$147
Project Manager III	\$217	Supervising Building Inspector	\$189	Survey Analyst I	\$169
Project Manager IV	\$234	Inspector of Record	\$202	Survey Analyst II	51711/08-11/08
Principal Project Manager	\$238	Deputy Building Official	\$205	Senior Survey Analyst	\$187
Program Manager I	\$197	Building Official	\$210	Supervisor - Survey & Mapping	\$203
Program Manager II	\$209	Plan Check Engineer	\$205	Principal Project Manager	\$238
Program Manager III	\$228	Supervising Plan Check Engineer	\$215	LANDSCAPE ARCHITECTURE	
Assistant Engineer I	\$141	Principal Project Manager	\$238	Assistant Landscape Architect	\$153
Assistant Engineer II	\$157	Deputy Director	\$243	Associate Landscape Architect	\$176
Assistant Engineer III	\$166	Director	\$249	Senior Landscape Architect	\$193
Assistant Engineer IV	\$175	PLANNING		Principal Landscape Architect	\$204
Associate Engineer I	\$184	CDBG Technician	\$86	THE RESIDENCE OF THE PROPERTY	\$238
Associate Engineer II	\$192	CDBG Specialists	\$103	Principal Project Manager	4200
Associate Engineer III	\$196	CDBG Analyst	\$122	ADMINISTRATIVE	600
Senior Engineer I	\$199	CDBG Coordinator	\$152	Administrative Assistant I	\$99
Senior Engineer II	\$204	CDBG Manager	\$183	Administrative Assistant II	\$120
Senior Engineer III	\$207	Housing Program Coordinator	\$151	Administrative Assistant III	\$140
Senior Engineer IV	\$211	Planning Technician	\$130	Project Accountant I	\$112
Supervising Engineer	\$219	Assistant Planner	\$162	Project Accountant II	\$132
Traffic Engineer I	\$219	Associate Planner	\$176	Project Controller I	\$140
Traffic Engineer II	\$234	Senior Planner	\$200	Project Controller II	\$158
City Engineer I	\$234	Principal Planner	\$208		
City Engineer II	\$238	Planning Manager	\$221		
Deputy Director	\$243	Deputy Director	\$243		
Director	\$249	Director	\$249		
Principal Engineer	\$270				

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2025, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.



# WILLDAN GEOTECHNICAL / MATERIALS TESTING Prevailing Wage Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2025

GEOTECHNICAL	
Soil Technician (Prevailing Wages)**	\$152
Sr. Soil Technician (Prevailing Wages)**	\$152
Geologist II	\$194
Supervising Geologist	\$219
CAD Operator II	\$149
Assistant Engineer I	\$141
Assistant Engineer II	\$157
Assistant Engineer III	\$166
Senior Engineer I	\$199
Senior Engineer II	\$204
Senior Engineer III	\$207
Supervising - Lab Inspector	\$144
Field Operations Manager	\$154
Supervising Engineer	\$219
Principal Project Manager	\$238
Principal Engineer	\$270
SPECIAL INSPECTION	Y Table Con
Special Inspection (Prevailing Wages)**	\$159
Supervisor	\$173

ADMINISTRATIVE	
Administrative Assistant I	\$99
Administrative Assistant II	\$120
Administrative Assistant III	\$140
EXPERT WITNESS	
Principal Engineer/Geologist	\$440

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates.. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2025, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

<sup>\*\*</sup>For inspector/soil technician there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.



### WILLDAN GEOTECHNICAL / MATERIALS TESTING Unit Testing Rate Sheet\* Effective July 1, 2024 to June 30, 2025

Identification and Index Properties			
In-situ Moisture and Density (ASTM D2937)	\$50	per	Test
Grain Size Analysis - Sieve Only (ASTM D6913)	\$150	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	\$250	per	Test
Percent Passive #200 Sieve (ASTM D1140)	\$120	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	\$250	per	Test
Atterberg Limits – One Point (ASTM D4318)	\$100	per	Test
Specific Gravity (ASTM D854)	\$150	per	Test
Sand Equivalent (ASTM D2419)	\$168	per	Test
Compaction and Bearing Strength			
Modified Proctor Compaction – Method A or B (ASTM D1557)	\$350	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	\$350	per	Test
Compaction (CTM 216)	\$285	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	\$600	per	Test
R-Value	\$400	per	Test
Shear Strength			
Torvane / Pocket Penetrometer	\$25	per	Test
Direct Shear, Consolidated Drained – 3 Point (ASTM D3080)	\$650	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	\$220	per	Test
Unconfined Compression (ASTM D2166)	\$160	per	Test
Unconsolidated-Undrained (UU)	\$250	per	Test
Consolidation, Collapse and Swell		See The	
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	\$600	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	\$130	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	\$130	per	Test
Collapse Test – Single Point	\$130	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	\$350	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	\$350	per	Test
Remolded Sample per Specimen	\$70	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	\$200	per	Test
Laboratory Permeability			
Constant Head (ASTM D2434)	\$350	per	Test
Falling Head Flexible Wall (ASTM D5084)	\$350	per	Test
Triaxial Permeability (EPA 9100)	\$400	per	Test
Chemical Tests		R PIDE	32/1/6/2
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	\$250	per	Test
Organic Contents (ASTM D2974)	\$125	per	Test
Asphalt Tests			
Extraction / Asphalt (CTM 382)	\$300	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	\$500	per	Test
Wash Gradation (CTM 202)	\$200	per	Test



## willdan geotechnical / materials testing Unit Testing Rate Sheet\*

Effective July 1, 2024 to June 30, 2025

Concrete			
6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	\$50	per	Test
2", 4" & 6" Diameter Cores Compression Test	\$50	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	\$50	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	\$100	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	\$85	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	\$100	per	Test
Masonry			
2"x4" Mortar Cylinder Compression Test (ASTM C780)	\$50	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	\$50	per	Test
3"x6" Grout Prism Compression Test (ASTM C1019)	\$50	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	\$275	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	\$300	per	Test
Steel Reinforcement			
Tensile or Bend Test, up to #8 (ASTM A370)	\$200	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	\$250	per	Test
Tensile or Bend Test, #14 (ASTM A370)	\$300	per	Test
Fireproofing			
Unit Weight (UBC 7-6)	\$55	per	Test
Cohesion / Adhesion (UBC 7-6)	\$65	per	Test
Non-Destructive Testing (NDT)		14.75	77 - IV
Dye Penetrant Testing	\$145	per	Hour
Ultrasonic Testing	\$145	per	Hour
Magnetic Particle Testing	\$145	per	Hour
Radiographic Testing			Quote
Administrative Services			
Sample Pickup from Field (within 100 miles of lab	\$190	per	Trip
Saturday Sample Pickup from Field (within 100 miles of lab	\$310	per	Trip
Sunday Sample Pickup from Field (within 100 miles of lab	\$310	per	Trip
Mix Design Review	\$900	per	Mix
Lab Test Report	\$50	per	Repo
Field Vehicle Usage (by Soil/Asphalt Technician)	\$10	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)			

<sup>\*</sup>A not to exceed (NTE) \$500 fee will be assessed for field compaction testing when performing by a full time public works inspection or when providing materials inspection at the minimum of 4 hours, as the field compaction tests are included in the material inspector's hourly rate. If performing public works inspection under 4 hours will be charged for field compaction testing at a unit cost of \$75 per test.