

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND CL SURVEYING AND MAPPING**

ON-CALL MAPPING AND SURVEY SERVICES

THIS AGREEMENT is made and effective as of **July 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **CL Surveying and Mapping, Inc., a Corporation**, consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 9, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and schedule of payment 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. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

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. 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 **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)**.

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.

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's 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.

5. 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 Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant 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, Consultant 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 subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. 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). Consultant 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. Consultant 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>

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's 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.

10. INDEMNIFICATION

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.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) 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 Consultant has no owned autos, covering hired, (Code 8) 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 Consultant will be required to secure the payment of compensation to its 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 workers' 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 dollars (\$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.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) 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 Vendor. 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 Contractor'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 contractor.

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 Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. 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.

e. Verification of Coverage. 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.

f. Special Risks or Circumstances. 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: CL Surveying and Mapping
Attn: Daniel Calvillo
43460 Ridge Park Drive, Suite 140
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's 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

CL SURVEYING AND MAPPING

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By:  _____
Lam Le, President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Daniel Calvillo, Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

CL Surveying and Mapping
Attn: Daniel Calvillo
43460 Ridge Park Drive, Suite 140
Temecula, CA 92590
(909) 544-9546
dan@cl-survey.com

EXHIBIT A

Tasks to be Performed

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

- Research existing survey data such as maps, records of survey, monument ties, and benchmarks
- Locate existing monuments
- Perform boundary and control surveys
- Prepare legal descriptions and plat maps for right-of-way acquisition
- Prepare Records of Survey as needed
- Perform aerial mapping and topographic surveys
- Establish and verify horizontal and vertical control
- Locate horizontally to 0.1+ feet all existing facilities
- Perform field surveying for project design purposes
- Perform map checking services for the Land Development division of the Public Works Department for various development plans throughout the City
- Perform construction staking including center lines, limits of clearing and grubbing and construction, slopes, saw cuts, edge of pavement, layout lines, drainage structures, curb & gutters, etc.

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 \$300,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



**ON-CALL MAPPING AND SURVEY SERVICES No. 292
FEE SCHEDULE**

(This rate schedule covers the period between July 1, 2024, and June 30, 2029)

Office Staff:

	7/24	7/25	7/26	7/27	7/28	7/29
Contract/ Survey Manager	\$240	\$250	\$265	\$280	\$295	\$300
Project Surveyor	\$200	\$210	\$220	\$230	\$245	\$255
Survey Analyst / Technician	\$165	\$175	\$185	\$190	\$200	\$210
Admin / Clerical	\$100	\$105	\$110	\$120	\$120	\$130

Note: Authorized overtime will be charged at 1.5 times the above rate.

Field Staff:

1 Person Field Crew *	\$250	\$265	\$275	\$290	\$305	\$320
2 Person Field Crew *	\$350	\$370	\$390	\$405	\$425	\$450
3 Person Field Crew *	\$450	\$475	\$500	\$520	\$550	\$575

CL Surveying and Mapping, Inc. is signatory to the International Union of Operating Engineers Local 12. Field surveyors are therefore paid prevailing wage rates for all work performed.

Reimbursable Expenses:

- 3D Laser Scanner equipment is not included in our overhead rate and will be invoiced at an additional separate daily rate.*
- All field staff are subject to prevailing wages.*
- Aerial Mapping Costs by subconsultant Digital Mapping Inc. (DMI) will be invoiced as an ODC. A copy of invoices from DMI will be submitted for reimbursement.*

43460 Ridge Park Drive, Ste 140
Temecula, CA 92590

909.484.4200
www.CL-Survey.com

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND MICHAEL BAKER INTERNATIONAL, INC.**

ON-CALL MAPPING AND SURVEY SERVICES

THIS AGREEMENT is made and effective as of **July 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Michael Baker International, Inc.**, a **Corporation**, consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 9, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and schedule of payment 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. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

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. 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 **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)**.

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.

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's 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.

5. 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 Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant 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, Consultant 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 subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. 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). Consultant 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. Consultant 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>

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's 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.

10. INDEMNIFICATION

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.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) 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 Consultant has no owned autos, covering hired, (Code 8) 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 Consultant will be required to secure the payment of compensation to its 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 workers' 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 dollars (\$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.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) 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 Vendor. 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 Contractor'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 contractor.

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 Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. 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.

e. Verification of Coverage. 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.

f. Special Risks or Circumstances. 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: Michael Baker International, Inc.
Attn: Christopher Alberts
40810 County Center Drive
Temecula, CA 92591

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's 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

MICHAEL BAKER INTERNATIONAL, INC.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By: 

Christopher Alberts, Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Michael Baker International, Inc.

Attn: Christopher Alberts

40810 County Center Drive

Temecula, CA 92591

(208) 535-8278

calberts@mbakerintl.com

EXHIBIT A

Tasks to be Performed

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

- Research existing survey data such as maps, records of survey, monument ties, and benchmarks
- Locate existing monuments
- Perform boundary and control surveys
- Prepare legal descriptions and plat maps for right-of-way acquisition
- Prepare Records of Survey as needed
- Perform aerial mapping and topographic surveys
- Establish and verify horizontal and vertical control
- Locate horizontally to 0.1+ feet all existing facilities
- Perform field surveying for project design purposes
- Perform map checking services for the Land Development division of the Public Works Department for various development plans throughout the City
- Perform construction staking including center lines, limits of clearing and grubbing and construction, slopes, saw cuts, edge of pavement, layout lines, drainage structures, curb & gutters, etc.

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 \$300,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

HOURLY RATE SCHEDULE

On-Call Services

January 1, 2024-December 31, 2024

Two-Man Survey Crew.....	\$340
One-Man Survey Crew.....	\$210
Project Manager (PLS).....	\$275
Office Support (PLS).....	\$200-250
Office Support (LSIT).....	\$175-200
Office Support (Survey Tech).....	\$150-175

**Written Consent in Lieu of a Meeting of the Board of Directors of Michael
Baker International, Inc. (F/K/A Michael Baker Jr., Inc.)**

March 31, 2024

The undersigned, being the Board of Directors (the Board) of Michael Baker International, Inc., a Pennsylvania corporation (the Corporation), pursuant to Section 1727(b) of the Pennsylvania Business Corporation Law and the Corporation's governance documents, hereby consent to and adopt the following resolutions in lieu of a meeting:

Appointment of Officer(s)

WHEREAS, there is currently a vacancy on the Board of the Corporation until such time as the shareholder or a majority of the board of directors of the Corporation shall appoint a replacement for the board vacancy, which shall be done upon the determination of an individual that should fill the vacancy;

WHEREAS, the directors have determined that it is in the best interest of the Corporation to ratify, confirm and approve the appointment of the person(s) to the position(s) set forth opposite their respective names on Exhibit A attached hereto and made a part hereof, and to remove any person(s) not named on Exhibit A attached hereto.

NOW THEREFORE, BE IT RESOLVED, that such person(s) be and hereby are elected to the position(s) set forth opposite their respective names on Exhibit A attached hereto and made a part hereof, to hold such position(s) until the earlier election and qualification of their respective successors or until their earlier resignation or removal (collectively the Appointed Officer(s)), and any person(s) not named on Exhibit A attached hereto, be and hereby is, removed as an Officer of the Corporation;

FURTHER RESOLVED, that all acts previously, concurrently and subsequently taken by the Appointed Officers from the date of his or her assumption to the position to the date hereof in the capacity of the position set forth opposite their respective names are hereby expressly confirmed, ratified, approved and authorized in all respects as actions of the Corporation;

General Authorization

FURTHER RESOLVED, that the Appointed Officer(s) of the Corporation, or any later designated Appointed Officer(s), be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to take such further actions and to execute and deliver such further instruments, certificates or documents in the name of the Corporation, and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of such Appointed Officer executing the same, be determined necessary or advisable in order to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions (such determination to be conclusively, but not exclusively, evidenced by taking of such actions or the execution of such instruments, certificates or documents by any such Appointed Officer(s));

FURTHER RESOLVED, that Assistant Secretaries who have been given physical possession of the Corporation's Corporate Seal under the authority of the Secretary of the Corporation are entitled to affix the Corporate Seal on proposal documents, contract documents, and certain other administrative forms that require attestation, provided, however, that such Assistant Secretaries are not authorized to affix the Corporation's Corporate Seal to any stock certificates of the Corporation absent further written approval by the Secretary;

FURTHER RESOLVED, that any actions taken by the Shareholder(s), Director(s), or Officer(s) of the Corporation on or prior to the date of the foregoing resolutions that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of this Corporation;

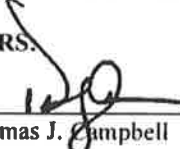
FURTHER RESOLVED, that the execution of this Written Consent and delivery thereof by facsimile, PDF or electronic signatures shall be sufficient for all purposes and shall be binding upon any party who so executes;

FURTHER RESOLVED, this Written Consent may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same Written Consent; and

FINALLY RESOLVED, that an executed copy of this Written Consent shall be filed with the minutes of the proceedings of the Board.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first above written.

DIRECTORS:

By:  _____
Name: Thomas J. Campbell

By: _____
Name: Brian A. Lutes

By: _____
Name: James E. Koch

By: _____
Name: John M. Tedder

[Signature page to Written Consent in Lieu of a Meeting of the Board of Directors
of Michael Baker International, Inc.]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first above written.

DIRECTORS:

By: _____
Name: Thomas J. Campbell

Brian Lutes
By: [Brian Lutes \(Mar 29, 2024 16:43 EDT\)](#)
Name: Brian A. Lutes

Lutes
By: _____
Name: James E. Koch

John M. Tedder
By: [John M. Tedder \(Mar 29, 2024 21:12 EDT\)](#)
Name: John M. Tedder

[Signature page to Written Consent in Lieu of a Meeting of the Board of Directors
of Michael Baker International, Inc.]

EXHIBIT A

Thomas J. Campbell	Chairman
Brian A. Lutes	President & Chief Executive Officer
Dennis Berlien	Executive Vice President & President, Sustainable and Resilient Solutions
Sara Harris	Executive Vice President & Chief Human Resources Officer
Daniel Kieny	Executive Vice President & President, Consulting and Technology Solutions
James Koch	Executive Vice President & Chief Operating Officer
Stephanie Long	Executive Vice President & War Chief Financial Officer
Brian May	Executive Vice President & President, Federal Programs and Services
Eric Ostfeld	Executive Vice President & President, Design Build
John Tedder	Executive Vice President & Chief Legal Officer & Secretary
Kenton Zinn	Executive Vice President & President, Infrastructure
John Alberghini	Senior Vice President & National Market Lead - Navy
Jeffrey Baker	Senior Vice President & Office Executive
Steven Barber	Senior Vice President & Office Executive
Ronald Chaffin	Senior Vice President & Practice Executive - Federal Architecture
John Dietrick	Senior Vice President & Program Manager
Beth Drylie	Senior Vice President & Regional Market Lead - Federal Markets
Eric Frary	Senior Vice President & Office Executive
Andrew Gluck	Senior Vice President & Regional Director
Magdy Hagag	Senior Vice President & Regional Director
Todd Heino	Senior Vice President & SVP Business Development
Charles Hunley	Senior Vice President & National Director, Bridge Services
John Hurley	Senior Vice President & National Market Lead - Army
Brian Kozy	Senior Vice President & National Technical Director, Bridge Services
David Leach	Senior Vice President & National Market Lead - Federal Civilian Programs
Trudi Lim	Senior Vice President & Regional Director & Assistant Secretary
Benjamin Matthews	Senior Vice President & National Market Lead-Federal Civilian
Thomas Montgomery	Senior Vice President & Regional Director
Fredrick Muncy	Senior Vice President & Technical Advisor - Water
David Nelson	Senior Vice President & Practice Executive - Commercial Engineering
John Robinson	Senior Vice President & Office Executive
Jade Rung	Senior Vice President & National Market Lead - Inter-Agency
Lori Stump	Senior Vice President & SVP Federal Operations
Michael Tylman	Senior Vice President & Technical Manager - Land Development
Nicolaas Veraart	Senior Vice President & National Practice Lead - Planning
John Walsh	Senior Vice President & Regional Director
Thomas Zagorski	Senior Vice President & National Practice Lead, Program/Construction Management
Christopher Alberts	Vice President & Office Executive
Kevin Anderson	Vice President & Office Executive
Allison Andrews	Vice President & VP, Director - Emergency Management and Response
Michael Arens	Vice President & Office Executive
Mohamed Amin Bagha	Vice President & Regional Practice Lead - Water
Robert Balanti	Vice President & VP Human Resources
William Balentine	Vice President & Office Executive
Joseph Bartorelli	Vice President & CTS - Practice Executive
Richard Beck	Vice President & Practice Executive - Planning, Survey & Land Development & Assistant Secretary
James Bell	Vice President & Technical Director
Jill Bell	Vice President & VP, SSC & Treasurer
Paula Boardman	Vice President & National Geospatial Practice Executive

Gilberto Bosque	Vice President & Office Executive
Kirsten Bowen	Vice President & National Director - Rail & Transit
Albert Bowman	Vice President & Office Manager
Elizabeth Bradford	Vice President & VP, National Resilience Lead
Jeff Broadwater	Vice President & Office Executive
Pernille Buch-Pedersen	Vice President & VP, Director - Emergency Management and Response
MaryAnne Buvens	Vice President & Project Manager
Anthony Cabrera	Vice President & Office Executive
Genevieve Cahill	Vice President & Business Developer
Joseph Catalano	Vice President & Office Executive
Jessica Chambers	Vice President & Director - Engineering Applications
Joseph Danyo	Vice President & Chief Engineer
David Dawson	Vice President & Director, Business Systems & Analytics
Kristy DeChicchis	Vice President & Director, Proposal Development
Scott Delesdernier	Vice President & Office Executive
Alison Detar	Vice President & Vice President - Marketing
Jamie Dodd	Vice President & Operations Manager - Business Development
Patricia Dunaway	Vice President & Office Executive
Ralph Eberhardt	Vice President & Office Executive
Kurt Fritz	Vice President & Office Executive
Amanda Furr	Vice President & Office Executive
Joseph Gardiner	Vice President & Director - Construction Services
Steven Gravlin	Vice President & Office Executive
Dale Gray	Vice President & Office Executive
Lydia Grose	Vice President & Office Executive
Matthew Guard	Vice President & VP Health and Safety
Russell Hall	Vice President & Office Executive
Mary Jo Hamman	Vice President & Office Executive
John Harris	Vice President & Technical Manager - Water
Dean Hartman	Vice President & National Market Lead - U.S. Air Force and Space Force
Dwain Hathaway	Vice President & Office Executive
James Haughey	Vice President & Director of Engineering San Diego
Charles Hogeboom	Vice President & Federal Program Manager
William Hoose	Vice President & Office Executive
Leslie Hopper	Vice President & Regional Practice Lead - Transportation
Susan Howard	Vice President & National Practice Lead - ICS/OT Cybersecurity
Keith Jones	Vice President & Divisional CFO
James Katsafanas	Vice President & National Connected and Automated Vehicle Technology Director
Stephen Kiefer	Vice President & Assistant General Counsel
Mark Kistler	Vice President & Regional Practice Lead - Aviation
Kyle Kramer	Vice President & Office Executive
Kevin Kugler	Vice President & Director - Planning
Devendra Kumar	Vice President & VP, Digital Transformation & Operations
Jeffrey Kupko	Vice President & National Advanced Mobility and Vehicle Electrification Director
Edward La Guardia	Vice President & National Director - Rail & Transit
Denise Laferte	Vice President & National Practice Lead - Water
Patrick Leach	Vice President & Practice Executive - Construction Services
David Liebgold	Vice President & Office Executive
Michael Lincheck	Vice President & Federal Program Manager
Timothy Little	Vice President & Operations Manager - Infrastructure
John Maile	Vice President & VP Talent Management
Stephen McGaughey	Vice President & Controller (Corporate) & Assistant Treasurer

Paul McGuinness	Vice President & New England Chief Engineer
Todd McIntyre	Vice President & Office Executive
Saul Mellman	Vice President & Director - Transportation
John Mentz	Vice President & Federal Operations Manager
David Mercier	Vice President & Practice Executive - Water
Bradley Mielke	Vice President & Business Developer - Structures
Aaron Morris	Vice President & National LIDAR and Pavement Practice Executive
Lois Muller	Vice President & Federal Program Manager
John Nagle	Vice President & Department Manager - Water
Edward Newman III	Vice President & Vice President
Angela Nocera	Vice President & National Market Lead - Army
Brian Oliver	Vice President & Project Manager - Land Development
Kevin Owens	Vice President & National Market Lead - DOE
Lorna Parkins	Vice President & Office Executive
Snehalkumar Patel	Vice President & Director of Engineering
Brian Peiritsch	Vice President & VP Corporate Communications
Douglas Peterson	Vice President & Office Executive
Sarat Peyyeti	Vice President & Program Director
Edward Phillips	Vice President & Regional Practice Lead - Federal
Robert Pitchford	Vice President & Office Executive
Shawn Plichta	Vice President & Regional Practice Lead - Design Build
Jeffrey Polenske	Vice President & Office Executive
Stephen Pouliot	Vice President & Office Executive
Philip Quillin	Vice President & Office Executive
Rachael Richter	Vice President & Practice Executive - Federal Planning
Alfonso Riera	Vice President & Regional Market Lead - Army
Thomas Ritz	Vice President & Regional Practice Lead - Bridge
Jeffrey Roberts	Vice President & Office Executive
Joseph Romano	Vice President & Regional Practice Lead - Bridge
James Rose	Vice President & Regional Practice Lead - Federal
Jerome Ruddins II	Vice President & Department Manager - Construction Management
Brian Russell	Vice President & Office Executive
Joseph Salvadori	Vice President & Practice Executive - Bridge
Steven Savich	Vice President & Practice Executive - Land Development and Infrastructure
Curtis Schaffner	Vice President & Assistant General Counsel
Mohiuddin Shaik	Vice President & Office Manager
Jonathan Shimko	Vice President & Practice Executive - Water
Raymond Shrift	Vice President & Director, Contracts and Procurement & Assistant Secretary
Victor J Siaurusaitis	Vice President & Business Developer - Transportation
Maher Sidani	Vice President & Chief Engineer
Sonja Simpson	Vice President & Office Executive
Peter Sipes	Vice President & Office Executive
Leland Spicer	Vice President & Divisional CFO
Joshua Sprowls	Vice President & Practice Executive - Federal Engineering
Michael Stengel	Vice President & Office Executive
Aaron Stover	Vice President & Regional Practice Lead - Bridge
Christopher Tagert	Vice President & Regional Practice Lead - Water
Leigh Tewinkle	Vice President & Vice President, PMO
Timothy Thiele	Vice President & Office Executive & Assistant Secretary
Andrew Thomas	Vice President & VP Design Build Delivery
Helen Tison	Vice President & Office Executive
Don Treude	Vice President & Business Developer
John Tricini	Vice President & Practice Executive - Transportation
Lawrence Truman	Vice President & Business Developer

Lynn Truskie	Vice President & Real Estate Acquisition Manager
David Tudryn	Vice President & Practice Executive - Infrastructure Architecture
Philip Walker	Vice President & Technical Director - Complex Bridges
Scott Wardle	Vice President & Director - Construction Services
James Waters	Vice President & Chief Information Security Officer & Enterprise Architect
Quintin Watkins	Vice President & Office Executive
Kirk Weaver	Vice President & Director Project Delivery Excellence
Karen White	Vice President & National Broadband Practice Executive
Christy Whittaker	Vice President & VP Total Rewards
Dawn Wilson	Vice President & Office Executive
Katherine Wrenshall	Vice President & Assistant General Counsel
James Yeager	Vice President & Director - Transportation
Steven Yoshizumi	Vice President & Practice Executive - Transportation
Johann Aakre	Associate Vice President & Regional Operations Lead - Bridge
Angela Adam	Associate Vice President & Proposal Manager
Ryan Adams	Associate Vice President & Assistant Department Manager - Senior Project Manager-Structures
Mariben Andersen	Associate Vice President & Project Manager - Environmental
Michael Anderson	Associate Vice President & Senior Project Manager
Alan Ashimine	Associate Vice President & Department Manager - Environmental
Douglas Barker	Associate Vice President & Federal Program Manager
John Bellas	Associate Vice President & Technical Manager - Environmental
Jessica Belowich	Associate Vice President & Department Manager - Traffic
Nicole Bennati	Associate Vice President & Engineering Lead, SRS - Federal Structural
Joseph Bennett	Associate Vice President & Department Manager
Wendy Berrill	Associate Vice President & Director - Railway and Civil Design
Kashfia Billah	Associate Vice President & Assistant Department Manager - Senior Project Manager-Bridge Inspection
Douglas Blank	Associate Vice President & Department Manager - Transportation
Joseph Blickenderfer	Associate Vice President & Department Manager - Energy/Telecom
Mark Bodily	Associate Vice President & Project Manager
Justin Bouscher	Associate Vice President & Department Manager - Bridge
Christina Brickner	Associate Vice President & VP, Operations Transformation
Robert Brzezon	Associate Vice President & Department Manager - Highway
Todd Buckner	Associate Vice President & Department Manager - Roadway
Michael Butters	Associate Vice President & Department Manager - Transportation
Ashley Buzzeo	Associate Vice President & Director of Product
Christopher Caputi	Associate Vice President & Technical Manager - Environmental Compliance
Paul Carson	Associate Vice President & Technical Manager - Oil and Gas
Sarah Cathcart	Associate Vice President & Business Developer
Yongxian Chen	Associate Vice President & Assistant Department Manager - Senior Technical Manager-Structures
Richard Chisolm	Associate Vice President & Office Manager
Derek Christianson	Associate Vice President & Project Manager - Highway
Fatma Ciloglu	Associate Vice President & Department Manager - Geotechnical
Benjamin Clopper	Associate Vice President & Department Manager - Roadway
Dayle Coburn	Associate Vice President & Design Build - Senior Manager
Kenneth Collins	Associate Vice President & Director - Transportation
Christopher Conrad	Associate Vice President & Director
Audrey A Corrado	Associate Vice President & Department Manager - Bridge
Miles Costanza	Associate Vice President & Department Manager - Water Resources
Maria Cruickshank	Associate Vice President & Proposal Manager
Christopher Cummings	Associate Vice President & Department Manager - Bridge
Jeremy Curtis	Associate Vice President & Project Manager - Transportation

Scott Davis	Associate Vice President & Department Manager - Land Development
Gracia de la Pena	Associate Vice President & Department Manager - Pipelines
Damien Delany	Associate Vice President & Department Manager - Housing
Kevin Doyle	Associate Vice President & Department Manager - Water
James Duguay	Associate Vice President & Project Manager - Aviation
Craig Duppstadt	Associate Vice President & Director Federal Contracts
Sarmad Farjo	Associate Vice President & Department Manager - Transportation
David Fekete	Associate Vice President & CTS Program Manager
John Craig Fennell	Associate Vice President & Department Manager - Planning and Urban Design
Kathryn Field	Associate Vice President & CTS Program Manager
Anthony Fitzpatrick	Associate Vice President & Department Manager - Construction Services
Mary Flynn	Associate Vice President & Department Manager - Construction Services
Aarion Franklin	Associate Vice President & Department Manager - Planning
James A Frazier	Associate Vice President & Department Manager - Transportation Planning
David Frey	Associate Vice President & Director - Transportation
Christopher Friel	Associate Vice President & Strategic Partnership Manager
Sylvester Fryc	Associate Vice President & Department Manager - Highway
Laurence Gale	Associate Vice President & Department Manager - Environmental
Vahid Ganji	Associate Vice President & Department Manager - Pavement Engineering
Robin Godshall	Associate Vice President & VA Statewide Water Manager
Ruben Guerrero	Associate Vice President & Office Executive
Amilyn Haas	Associate Vice President & Business Developer
Robert Hans	Associate Vice President & Office Executive
Kyle Harper	Associate Vice President & Department Manager - Transportation
Diana Hartman	Associate Vice President & Federal Program Manager
Max Heckman	Associate Vice President & Project Manager - Planning
Gary Heisler	Associate Vice President & Technical Director - Water/Wastewater
Michael Hnat	Associate Vice President & Senior Project Manager - Structures
Elizabeth Hoekenga	Associate Vice President & Director - Rail Bridges & Structures
Michele Horak	Associate Vice President & Business Developer
Angela Howell	Associate Vice President & Department Manager - Construction Inspection
Chadwick Huffines	Associate Vice President & Office Executive
Hamid Ikram	Associate Vice President & Assistant Department Manager - Senior Project Manager-Structures
Kevin James	Associate Vice President & Director - Highway
Carl V. Jeffreys	Associate Vice President & Program Manager
Cristin Johnson	Associate Vice President & Engineering Lead, SRS - Federal Mechanical
Don Joiner	Associate Vice President & Senior Project Manager
Philip Jufko	Associate Vice President & Director - Aviation Planning
Chadi Karam	Associate Vice President & Department Manager - Civil
Nagnath Kasbekar	Associate Vice President & Department Manager - Structures
Lindsay Kaufmann	Associate Vice President & Department Manager - Transportation
Nathan Kebede	Associate Vice President & National Services Lead
Fareeha Kibriya	Associate Vice President & Department Manager - Planning
Matthew Klyszeiko	Associate Vice President & Department Manager - Planning
William Kontess	Associate Vice President & Project Manager
William Kristoff	Associate Vice President & Department Manager - Bridge & Tunnel Inspection
Elizabeth Krousel	Associate Vice President & Department Manager - Civil and Environmental
Michael Kuchera	Associate Vice President & Director of Architecture
Steven Latino	Associate Vice President & Department Manager - Transportation
Jane Lehman	Associate Vice President & Senior Counsel
William Lindenbaum	Associate Vice President & Office Executive
Bradley Losey	Associate Vice President & Department Manager - Surface Water
Shayna Lotman	Associate Vice President & Regional Director, Human Resources

Marc Luiken	Associate Vice President & Business Developer
Ryan Lynch	Associate Vice President & Regional Director, Human Resources
Rebecca Lyne	Associate Vice President & Director of Quality Assurance and Quality Control
Christopher MacDougall	Associate Vice President & Technical Manager - GIS
Lance Mackie	Associate Vice President & Department Manager - Electrical
Gary Madey	Associate Vice President & Department Manager - Construction Services
Joseph Maiorana	Associate Vice President & Department Manager - Construction Services
Prasad Manthana	Associate Vice President & Department Manager - Water
Keely Matson	Associate Vice President & Department Manager - Bridge
Jeffrey May	Associate Vice President & Office Executive
Tammy McAllister	Associate Vice President & Global Payroll Manager
William McBride Jr	Associate Vice President & Senior Project Manager - Highway
Jeffrey McClure	Associate Vice President & Director Project Delivery Excellence
Chad Menge	Associate Vice President & Aviation Market Lead
Brad Miller	Associate Vice President & Department Manager - Traffic/ITS
James Miller	Associate Vice President & Department Manager - Transportation
Regan Miller	Associate Vice President & Director of Business Development
James Murphy	Associate Vice President & Regional Practice Lead - Design Build
Robert Murphy	Associate Vice President & Director Business Development
Robert Myers	Associate Vice President & Business Developer
Muthukumar Narayanaswamy	Associate Vice President & Operations Manager
Daniel Natale	Associate Vice President & Department Manager - Water
William Neider	Associate Vice President & Department Manager - Land Development
Mark J. Nellas	Associate Vice President & Sr. Manager ERP Applications
Russell Ozmer	Associate Vice President & Regional Practice Lead - Transportation
Pawel Paszczuk	Associate Vice President & Project Manager
Janine Pelekoudas	Associate Vice President & Director, Proposal Development
Aaron Pickering	Associate Vice President & Project Manager - Construction Services
Joseph Pirilla	Associate Vice President & VP, Fin Planning & Analysis
Kristen Podnar	Associate Vice President & Department Manager - Water
Matthew Ponce	Associate Vice President & Department Manager - Aviation
William Pope	Associate Vice President & Department Manager - Land Development
Thomas Porter	Associate Vice President & Director - Toll Roads
Hans Probst	Associate Vice President & Portfolio Program Manager
Jennifer Riddle	Associate Vice President & Proposal Manager
Scott Rodseth	Associate Vice President & Department Manager - Construction Services
Jacqueline Rooke	Associate Vice President & Director - Project Management
Stephen Ross	Associate Vice President & Department Manager - Structures
Amy Ross	Associate Vice President & Proposal Manager
Steven Ross	Associate Vice President & Department Manager - Architecture
Oscar Rucker	Associate Vice President & Technical Manager - Right of Way
Vartan Sahakian	Associate Vice President & Department Manager - Bridge
Nancy Santoro	Associate Vice President & Proposal Manager
Jeffrey Scheick	Associate Vice President & Director - Transportation
Jon Schelkoph	Associate Vice President & Department Manager - Highway
Brian Searle	Associate Vice President & Technical Manager - CADD/Design
Carlos Setterberg	Associate Vice President & Department Manager - Architecture
Bradley Shelton	Associate Vice President & Department Manager - Transportation Planning
Savanmaly Shovlin	Associate Vice President & Department Manager - Construction Services
Andrew Sidor	Associate Vice President & Department Manager
Steven Slocum	Associate Vice President & Director of Survey - California
Andrew Smart	Associate Vice President & Business Developer
Gregory Smay	Associate Vice President & Director of Tax
Paul Snead	Associate Vice President & Office Manager

Joseph Snyder	Associate Vice President & Department Manager - Aviation
Eric Spangler	Associate Vice President & Department Manager - Transportation
Kevin Spangler	Associate Vice President & Engineering Lead, SRS - Fire Protection
Christopher Stanford	Associate Vice President & Project Manager - Transportation
Robert Stark	Associate Vice President & Department Manager - Environmental and Planning
David Stephens	Associate Vice President & Technical Consultant
Matthew Stewart	Associate Vice President & Federal Planning Operations Manager
Josh Stone	Associate Vice President & Department Manager - Civil
Steven Swygert	Associate Vice President & Department Manager - Water
Kyle Thomas	Associate Vice President & Department Manager - Aviation
Daniel Thornhill	Associate Vice President & Office Executive
Scott Thornsberry	Associate Vice President & Department Manager - Roadway
Julie Thurman	Associate Vice President & Director - Transportation
Ryan Thurmes	Associate Vice President & Department Manager - Federal
Eddie Torres	Associate Vice President & Technical Manager - Air Quality & Noise
Todd Trautz	Associate Vice President & Director - Technical Services
Troy Truax	Associate Vice President & Director - Planning
Colleen Turner	Associate Vice President & Planning Practice Lead
Joanne Tyler	Associate Vice President & Department Manager - Land Development
Spencer Uminski	Associate Vice President & Department Manager - Building Design (CSA)
Jonathan Updike	Associate Vice President & Senior Designer
Marc Violett	Associate Vice President & Department Manager - Traffic
Lori Wade	Associate Vice President & Department Manager - Water
Martin Wade	Associate Vice President & Department Manager - Planning
Adam Walkowiak	Associate Vice President & Director - Rail Construction Services
Lance Wanamaker	Associate Vice President & Department Manager - Aviation
Albert Warot	Associate Vice President & Technical Manager - Planning
Nicole Whitehead	Associate Vice President & Director, Learning & Development
Kenneth Wing	Associate Vice President & Department Manager - Transportation
Michael Yaffe	Associate Vice President & Department Manager - Community Planning and Urban Design
Michael Yang	Associate Vice President & Assistant Department Manager - Senior Technical Manager-Geotechnical
Elio Zamora	Associate Vice President & Business Development Manager - CTS
Ryan Zellers	Associate Vice President & Department Manager - Traffic
Angela R. Logan	Assistant Secretary
Denise McNamara	Assistant Secretary
Terri A. Vojnovich	Assistant Secretary

[Exhibit A to Written Consent in Lieu of a Meeting of
the Board of Directors of Michael Baker International, Inc.]

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND DAVID EVANS AND ASSOCIATES, INC.**

ON-CALL MAPPING AND SURVEY SERVICES

THIS AGREEMENT is made and effective as of **July 9, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **David Evans and Associates, Inc.**, a **Corporation**, consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 9, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and schedule of payment 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. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

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. In no event shall the Consultant be responsible for delays outside its reasonable control.

3. PERFORMANCE

Consultant shall provide services consistent with the degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances and in the same locality. 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. 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 **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)**.

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.

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's 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.

5. 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 Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-Consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant 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, Consultant 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 subconsultant under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. 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). Consultant 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. Consultant 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>

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's 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 (“Prepared Materials”) shall become the sole property of the City upon compensation in accordance with this Agreement to the consultant 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. Any reuse or modification of the Prepared Materials without the prior written consent of the Consultant shall be at the sole risk of the City.

10. INDEMNIFICATION

a. Indemnity for Design Professional Services. 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.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) 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 Consultant 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 Consultant 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 workers' 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 dollars (\$1,000,000) per claim and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) 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 Vendor. 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 Contractor'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 contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits that do not meet the requirements in the Agreement, 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 Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. 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.

e. Verification of Coverage. 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.

f. Special Risks or Circumstances. 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 reasonably cooperate 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 (or) delivered electronically, receipt confirmed. 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: David Evans and Associates, Inc.
Attn: Joseph Wideman
41915 Remington Avenue, Suite 220
Temecula, CA 92590-2553

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's 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

DAVID EVANS AND ASSOCIATES, INC.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By:  _____
Duffy Haggarty, Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Maria Marzoecki, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

David Evans and Associates, Inc.
Attn: Joseph Wideman
41951 Remington Avenue, Suite 220
Temecula, CA 92590-2553
(909) 912-7378
JWideman@deainc.com

EXHIBIT A

Tasks to be Performed

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

- Research existing survey data such as maps, records of survey, monument ties, and benchmarks
- Locate existing monuments
- Perform boundary and control surveys
- Prepare legal descriptions and plat maps for right-of-way acquisition
- Prepare Records of Survey as needed
- Perform aerial mapping and topographic surveys
- Establish and verify horizontal and vertical control
- Locate horizontally to 0.1+ feet all existing facilities
- Perform field surveying for project design purposes
- Perform map checking services for the Land Development division of the Public Works Department for various development plans throughout the City
- Perform construction staking including center lines, limits of clearing and grubbing and construction, slopes, saw cuts, edge of pavement, layout lines, drainage structures, curb & gutters, etc.

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 \$300,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



DAVID EVANS
AND ASSOCIATES INC.

Schedule of Hourly Billing Rates
*Rates Effective through February 28, 2025***

Office Staff:

Survey Manager	\$275.00
Sr. Project Manager	\$240.00
Project Manager	\$230.00
Sr. Project Surveyor	\$210.00
Project Surveyor	\$180.00
Survey Analyst/Sr. Survey Technician	\$170.00
Survey CADD / Survey Technician	\$158.00
Survey Project Coordinator	\$135.00
Admin/Clerical	\$115.00

Note: Authorized overtime will be charged at 1.5 times the above rate.

Field Staff:

1-Person Survey Crew *	\$220.00
2-Person Survey Crew *	\$338.00

Note: There is a 4-, 6- and 8- hour minimum charge for field survey work.

David Evans and Associates, Inc. is signatory to the International Union of Operating Engineers Local 12. Field surveyors are therefore paid prevailing wage rates for all work performed.

Reimbursable Expenses:

1. Mileage to be invoiced using the current IRS approved rate.
2. 3D Laser Scanner equipment is not included in our overhead rate and will be invoiced at an additional separate daily rate.
3. Client shall pay the costs, plus 15%, for any applicable government fees, title company charges, subconsultant fees, outside vendor reproduction costs, in-house reproduction costs and delivery or messenger services incurred on the client's behalf.

***rates subject to annual increase estimated at 3-5% escalation.*



Digital Mapping, Inc
RATE SHEET
(2024)

Professional		Rate	Unit
1	Senior Project Manager	\$195.00	Hour
2	Certified Photogrammetrist	\$195.00	Hour
3	Professional Land Surveyor	\$195.00	Hour
4	QA/QC Manager	\$150.00	Hour
5	Photogrammetrist	\$150.00	Hour
6	Stereo Compiler	\$100.00	Hour
7	LiDAR Manager	\$115.00	Hour
8	LiDAR Technician	\$100.00	Hour
9	Orthophoto Technician	\$100.00	Hour
10	CAD Technician	\$90.00	Hour
11	Pilot	\$130.00	Hour
12	Camera / LiDAR operator	\$110.00	Hour
Other Direct Costs			
Digital Aerial Photography			
13	DMC-II-230 Aerial Photography (Mobilization)	\$1,350.00	Hour
14	DMC-II-230 Aerial Photography (Acquisition)	\$1,650.00	Hour
15	Airborne GPS/IMU Data (Mobilization) for DMC and LiDAR	\$950.00	Hour
16	DMC-II-230 Aerial Images 9"x9" Frame	\$90.00	each
17	Contact Prints from Digital Images (9"x9" or 9"x7")	\$30.00	each
LiDAR Data Collection			
18	Optech ALTM Galaxy T1000 - Lidar Sensor Mobilization	\$1,350.00	Hour
19	Optech ALTM Galaxy T1000 - Lidar Data Acquisition	\$1,750.00	Hour