

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND MARK THOMAS & COMPANY, INC.**

ON-CALL ENGINEERING AND ENVIRONMENTAL 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 **Mark Thomas & Company, 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 **One Million Dollars and Zero Cents (\$1,000,000.00)**.

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

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 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: Mark Thomas & Company, Inc.
Attn: Paul Mittica
2121 Alton Parkway, Suite 210
Irvine, CA 92606

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

MARK THOMAS AND COMPANY, 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:  _____
Zach Siviglia, President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
R. Matt Brogan, Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Mark Thomas and Company, Inc.

Attn: Paul Mittica

2121 Alton Parkway, Suite 210

Irvine, CA 92606

(714) 815-5222

pmittica@markthomas.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
- 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 Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform landscaping and irrigation design
- Perform lighting design for streets and parking lots
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including performing the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third-Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

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 \$1,000,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2025

Engineering

Intern	\$55 - \$104
Technician	\$75 - \$159
Design Engineer I	\$97 - \$180
Design Engineer II	\$123 - \$217
Sr. Technician	\$130 - \$217
Civil Engineering Designer	\$130 - \$247
Project Engineer	\$162 - \$228
Sr. Project Engineer	\$181 - \$261
Sr. Technical Engineer	\$181 - \$261
Technical Lead	\$201 - \$311
Sr. Technical Lead	\$243 - \$390
Design Manager	\$327 - \$431
Engineering Manager	\$340 - \$416
Sr. Engineering Manager	\$363 - \$543

Construction Management

Office Technician	\$71 - \$124
Office Engineer	\$123 - \$247
* Asst. Resident Engineer	\$178 - \$344
* Inspector - CM	\$138 - \$383
Project Controls/Scheduler	\$172 - \$340
Resident Engineer	\$233 - \$374
Sr. Resident Engineer	\$292 - \$412
Area Manager - CM	\$340 - \$543

Planning

Planner I	\$91 - \$133
Planner II	\$100 - \$184
Sr. Planner	\$123 - \$217

Landscape Architecture/Urban Design

Landscape Intern	\$55 - \$104
Landscape Designer I	\$87 - \$137
Landscape Designer II	\$107 - \$172
Landscape Architect	\$123 - \$232
Sr. Landscape Architect	\$133 - \$258

Grant Writing

Funding Specialist	\$123 - \$254
Sr. Funding Specialist	\$168 - \$290
Funding Manager	\$285 - \$393

Surveying

Survey Technician I-III	\$61 - \$194
Lead Survey Technician	\$132 - \$205
Survey Specialist I-III	\$113 - \$289
Asst Surveyor I-III	\$113 - \$213
Project Surveyor I-III	\$168 - \$278
* Chief of Party	\$179 - \$273
* Instrumentperson	\$165 - \$244
* Chainperson	\$156 - \$230
* Apprentice	\$78 - \$184
* 2-Person Crew	\$275 - \$420
* 3-Person Crew	\$425 - \$525
* Utility Locator	\$141 - \$236
* 2-person Utility Locate	\$290 - \$473
Drone	\$250 - \$263

Project Management & Oversight

Project Manager	\$201 - \$311
Sr. Project Manager	\$243 - \$390
Survey Manager I-II	\$222 - \$337
Division Manager	\$275 - \$486
Principal	\$447 - \$562

Project Support

Technical/Sr. Technical Writer	\$68 - \$210
Project/Sr. Project Assistant	\$78 - \$161
Project/Sr. Project Coordinator	\$107 - \$206
Graphic/Sr. Graphic Designer	\$113 - \$225
Project/Sr. Project Accountant	\$117 - \$217
Sr. Graphic Manager	\$162 - \$251
Project Accountant Manager	\$178 - \$261

District Management

* Inspector - Apprentice	\$68 - \$127
* Inspector/Sr. Inspector	\$110 - \$187
Assistant/Associate Sanitary Engineer	\$156 - \$247
Sanitary/Sr. Sanitary Project Engineer	\$185 - \$337
Operations/Deputy District Manager	\$253 - \$404
District Manager-Engineer	\$356 - \$442

Special Services

Expert Witness	\$494 - \$519
Strategic Consulting	\$494 - \$519

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%*. **Mileage** will be billed per *current IRS Rate*.

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2025; rates are subject to escalation with new hourly rate schedule as of July 1, 2025.

** These charge rates are subject to Prevailing Wage laws and Union contract.*



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. FEE SCHEDULE (2024)

CLASSIFICATION	FULLY BURDENED HOURLY RATE 2024
Principal/Senior Consultant	\$303.00
Principal Engineer/Geologist	\$302.00
Senior Engineer/Geologist	\$224.00
Sr. Project Engineer/Geologist	\$204.00
Project Engineer/Geologist	\$174.00
Sr. Staff Engineer/Geologist	\$153.00
Staff Engineer/Geologist	\$134.00
Senior Technician	\$156.00
Technician*	\$81.00
Administrative Assistant*	\$147.00

* Non-exempt staff subject to overtime pay per California law.

Annual Escalation = 5%

Reimbursable expenses including, but not limited to, drilling, traffic control, waste disposal, specialty testing, and private utility location services will be reimbursed at actual cost with supporting invoice.

Charges invoiced for travel, lodging, and subsistence shall not exceed the Caltrans rates.



2024 SCHEDULE OF FEES – RV24

Professional Services	
Word Processor/Non-Technical Assistant/Draftsman/Dispatcher.....	\$95/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill).....	*85/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.).....	*90/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*110/hr
Staff Engineer/Geologist.....	*125/hr
Senior Staff Engineer/Geologist.....	*135/hr
Project Engineer/Geologist.....	*145/hr
Senior Project Engineer/Geologist.....	*155/hr
Senior Engineer/Geologist.....	*175/hr
Associate Engineer/Geologist.....	*200/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	
*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr	
Equipment, Materials, & Analytical Tests	
Nuclear Density Gauge.....	*10/hr
Sand Cone Testing Equipment.....	*10/hr
Vehicle.....	*10/hr
Special Inspection Equipment.....	*5/hr
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.).....	*20/bag
55-Gallon Drum.....	*65/ea
Pick-up Truck.....	*125/day
Hand-Auger.....	*40/day
Water Level Indicator.....	*40/day
Generator or Air Compressor.....	*100/day
Laboratory Tests*	
COMPACTION CURVES	
(D698/D1557/T99/T108) 4-inch mold.....	\$300/ea
(D698/D1557/T99/T108) 6-inch mold.....	300/ea
(CT 216) California Impact.....	300/ea
Check Point.....	125/ea
SOIL AND AGGREGATE STABILITY	
(D2844/CT301) Resistance Value.....	\$350/ea
CHEMICAL ANALYSIS	
(G187/CT643/T288) pH and Resistivity.....	\$175/ea
(CT417) Sulfate Content.....	125/ea
(CT422) Chloride Content.....	125/ea
(D2974) Organic Content.....	100/ea
PERMEABILITY, CONSOLIDATION AND EXPANSION	
(D2435/T216) Consolidation (6 pts. w/ Unload).....	400/ea
(D4829) Expansion Index of Soils.....	250/ea
ASPHALT TESTING	
<u>Asphalt Properties:</u>	
(D1560/CT366) Stabilometer Value (HVEEM).....	\$225/ea
(D2041) Theoretical Max Specific Gravity.....	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt.....	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$175/ea
(D1188) Unit Weight of Asphalt Core.....	\$95/ea
SOIL AND AGGREGATE PROPERTIES	
(D422/T88) Particle Size, Hydrometer w/out Sieve.....	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash.....	175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash.....	150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash.....	125/ea
(C117/D1140/T11) Materials Finer than #200.....	115/ea
(D2216/T265/CT226) Moisture Content.....	40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method.....	50/ea
(D2419/CT217/T176) Sand Equivalent.....	150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit).....	250/ea
(D4318/CT204/T89) Liquid Limit.....	125/ea
(D4318/CT204/T90) Plastic Limit.....	125/ea
SHEAR STRENGTH	
(D3080/T236) Direct Shear (3 points).....	350/set
CONCRETE**	
<u>Mix Designs:</u>	
(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core.....	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.....	\$125/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	\$350/set
(C1140) Shotcrete Panel (each addtl. specimen).....	\$125/ea
*This abbreviated Schedule of fees is being provided upon your request. Geocon performs full geotechnical soil and materials testing. A complete Fee Schedule listing the per test price can be provided upon request.	
**Fee applies for sample storage, testing, or disposal.	



Hourly Billing Rates

Classification	Hourly Rate
Principal	\$265.00 - \$410.00
Senior Associate	\$230.00 - \$325.00
Associate	\$200.00 - \$290.00
Senior Engineer/Planner	\$175.00 - \$250.00
Engineer/Planner	\$150.00 - \$200.00
Senior Engineering Technician	\$165.00 - \$240.00
Senior Project Accountant	\$185.00 - \$225.00
Senior Project Coordinator	\$145.00 - \$205.00
Project Coordinator	\$130.00 - \$190.00
Technician	\$145.00 - \$185.00
Intern	\$115.00 - \$150.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*



PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$335
Associate Principal	\$195–\$275
Senior Associate II	\$170–\$260
Senior Associate I	\$160–\$220
Associate II	\$135–\$190
Associate I	\$125–\$175
Project Planner	\$105–\$165
Planner	\$90–\$145
Graphics Specialist	\$90–\$155
Administrator	\$145–\$235
Clerical/Word Processing/Technical Editor	\$45–\$155
Intern	\$80–\$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate.
Possible yearly increase of 5% on bill rates.

2024_StdFeeSch_01-09-24



2024 Hourly Billing Rates

	California Offices
Managing Principal	\$320-\$340
Senior Principal	\$375
Principal	\$300-\$315
Senior Vice President	\$260
Senior Consultant	\$260
Vice President	\$245-\$265
Senior Technical Associate	\$215-\$275
Senior Associate	\$215-\$240
Associate	\$195-\$205
Research Analyst II	\$155
Research Analyst I	\$105
Production and Administrative Staff	\$100-\$125

Standard Fee Schedule for Year 2024-2027

STAFF LEVEL	HOURLY RATE
Principal	\$ 280
Senior Project Manager	\$ 250
Project Manager	\$ 220
Senior Engineer	\$ 220
Assistant Project Manager	\$ 180
Project Engineer	\$ 150
Assistant Engineer	\$ 125
Technical Support	\$ 105
Administrative Support	\$ 75

The above rates are effective until December 31, 2027. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.



**MONUMENT
HOURLY RATE SCHEDULE**

Right of Way Management & Implementation	
Program Manager / Principal	\$290.00 per hour
Senior Project Manager / Sr. Utility Project Manager	\$210.00 per hour
ROW Project Manager 2 / Utility Project Manager 2	\$190.00 per hour
ROW Project Manager 1 / Utility Project Manager 1	\$160.00 per hour
Utility Coordinator	\$130.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$145.00 per hour
Acquisition Agent 2 / Relocation Agent 2 / Property Manager	\$120.00 per hour
Acquisition Agent 1/ Relocation Agent 1	\$110.00 per hour
Senior Project Coordinator	\$120.00 per hour
Project Coordinator 2	\$110.00 per hour
Project Coordinator 1	\$100.00 per hour
Senior Project Analyst	\$135.00 per hour
Project Analyst	\$110.00 per hour
Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$85.00 per hour
Project Controller 2	\$100.00 per hour
Project Controller 1	\$75.00 per hour
Project Support Specialist	\$75.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends beyond the initial term of the PSA, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

Subconsultant: CL Surveying and Mapping, Inc.

City of Temecula

(RFP) NO. 291

ON-CALL CONSTRUCTION MANAGEMENT SERVICES

NAME	ROLE	HOURLY RATE
Dan Calvillo, PLS	Survey Task Lead	\$265.00
Lam Le, PLS	Project Surveyor	\$220.00
Bob Vasquez, PLS	Project Surveyor	\$220.00
	Survey Technician	\$185.00
	Admin/Coordinator	\$100.00
	1-man crew	\$275.00
	2-man crew	\$385.00
	3-man crew	\$500.00

These hourly rates & unit prices include other direct costs, indirect costs and expenses except as noted below. Overtime will be billed at the same hourly rates indicated below, with no premium or surcharge (except for field technicians). Rates are valid for 5-year from the date of contract execution, with a 3% escalation annually thereafter.

The contract is expected to be executed in June 30, 2029

The following items are considered reimbursable expenses and will be billed at cost with no markup: Specific computer hardware and software required by the client for project use (other than personal laptop computers with standard office software and personal printers), outside reproduction, mileage (current IRS rate), field office facilities, field office utilities (water, power, sewer, internet, phone), multi-function printers, field office supplier, airfare, postage, parking, out-of-town travel expenses, car rental and field vehicles.

(FIRM) field vehicles will be billed as a \$ _____ surcharge to hourly rates of assigned personnel, or as a direct cost at \$ _____ per month per vehicle.

LEIGHTON CONSULTING | 2024 HOURLY RATES

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	105	Project Administrator/Word Processor/Dispatcher.....	95
Technician II / Special Inspector.....	115	Information Specialist.....	135
Senior Technician / Senior Special Inspector.....	135	CAD Operator.....	160
Prevailing Wage (field soils / materials tester) *.....	180	GIS Specialist.....	160
Prevailing Wage (Special Inspector) *.....	185	GIS Analyst.....	190
Prevailing Wage (On site Source Inspector, <u>NDT</u> and soil remediation O&M)*.....	190	Staff Engineer / Geologist / Scientist.....	180
System Operation & Maintenance (O&M) Specialist.....	175	Senior Staff Engineer / Geologist / Scientist / ASMR.....	195
<u>Non Destructive</u> Testing (NDT).....	185	Operations / Laboratory Manager.....	215
Deputy Inspector.....	135	Project Engineer / Geologist / Scientist.....	225
Field / Laboratory Supervisor.....	175	Senior Project Engineer / Geologist / Scientist / SMR.....	250
Source Inspector.....	160	Associate.....	275
City of Los Angeles Deputy Building (including Grading) Inspector.....	185	Principal.....	310
		Senior Principal.....	365

* See Prevailing Wages in Terms and Conditions

Note: Pricing for tests and equipment provided upon request.

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2024 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours: 4-hour minimum charge up to the first four hours of work.
 - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.
 - Project time accrued includes portal to portal travel time.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client- designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.



**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND IMEG**

ON-CALL ENGINEERING AND ENVIRONMENTAL 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 **IMEG**, 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 **One Million Dollars and Zero Cents (\$1,000,000.00)**.

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

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 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: IMEG
Attn: John Mark Thompson
901 Via Piemonte, Suite 400
Ontario, CA 91764

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

By: _____
James Stewart, Mayor


IMEG

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

By:  _____
John Mark Thompson, Client Executive

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Richard Godina, Project Executive

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

IMEG

Attn: John Mark Thompson

901 Via Piemonte, Suite 400

Ontario, CA 91764

(909) 477-6915

john.m.thompson@imeg.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
- 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 Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform landscaping and irrigation design
- Perform lighting design for streets and parking lots
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including performing the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third-Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

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 \$1,000,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

IMEG HOURLY RATES

IMEG STANDARD HOURLY RATES	
Discipline/Service: Civil, Land Survey, Landscape Architecture	
Role	Rate
Senior Client Exec/Senior Market Director/VP	\$300
Client Executive/Market Director	\$285
Project Executive	\$240
Senior Project Manager 2	\$230
Senior Project Manager I	\$210
Engineer of Distinction/Landscape Architect of Distinction/ Planner of Distinction	\$230
Senior (Engineer/Landscape Architect/Planner) 3	\$220
Senior (Engineer/Landscape Architect/Planner) 2	\$205
Senior (Engineer/Landscape Architect/Planner) 1	\$185
Project (Engineer/Landscape Architect/Planner) 2	\$175
Project (Engineer/Landscape Architect/Planner) 1	\$165
Graduate (Designer/Survey) 2	\$135
Graduate (Designer/Survey) 1	\$115
Senior Land Surveyor 3	\$180
Senior Land Surveyor 2	\$170
Senior Land Surveyor 1	\$160
Project Surveyor 2	\$150
Project Surveyor 1	\$145
Designer of Distinction	\$190
Senior (Designer/Crew Chief) 3	\$180
Senior (Designer/Coordinator/ Crew Chief) 2	\$170
Senior (Designer/Coordinator/ Crew Chief) 1	\$160
Project (Designer/Senior Technical Crew Chief) 2	\$145
Project (Designer/Senior Technical Crew Chief) 1	\$140
Designer 2/Technician 4	\$130
Designer 1/Technician 3	\$115
Design Technician 2/Technician 2	\$110
Design Technician 1/Technician 1/Intern	\$100
Senior Construction Administrator	\$165
Construction Administrator	\$145
GIS System Architect	\$130
GIS Analyst	\$120
Senior Virtual Design Coordinator	\$150
Virtual Design Coordinator	\$140
Senior Virtual Design Technician	\$130
Virtual Design Technician	\$105
Administrative Assistant	\$95

Note:

1. These rates are for staff located in the office providing the service. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided as requested
2. Rates are adjusted annually.

Reimbursables:

- Postage and delivery charges
- Travel Expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car, fuel, and other out of pocket travel related expenses
- Meals and lodging, when required to travel overnight
- Project-specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions
- Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone when not provided to IMEG by the Architect
- Reproduction and distribution costs associated with issuing contract documents
- Payment of plan review fees or other imposed governmental agency fees
- State filing and/or permit fees
- Necessary consultants as approved by Client



Hourly rate schedule

David Neault	\$195.00 per hour
Principal	\$165.00 per hour
Sr. Associate/Director of Design	\$155.00 per hour
Associate/Project Manager	\$135.00 per hour
Draftsman	\$105.00 per hour
Administrative Assistant	\$ 85.00 per hour



G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



2024 SCHEDULE OF FEES – RV24

Professional Services

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$95/hr
Engineering Assistant/Lab Technician	\$95/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*\$85/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*\$90/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*\$110/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*\$125/hr
Staff Engineer/Geologist	*\$125/hr
Senior Staff Engineer/Geologist	*\$135/hr
Project Engineer/Geologist	*\$145/hr
Senior Project Engineer/Geologist	*\$155/hr
Senior Engineer/Geologist	*\$175/hr
Associate Engineer/Geologist	*\$200/hr
Principal Engineer/Geologist/Litigation Support	\$400/hr
Attorney Fees (General)	\$500/hr
Deposition or Court Appearance	\$550/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	
*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr	

Travel

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	Quote Based on Location
Vehicle Mileage	0.75/mile

Equipment, Materials

Nuclear Density Gauge/Sand Cone Testing Equipment	*\$10/hr	Dynamic Cone Penetrometer	\$250/day
Vehicle	*\$10/hr	Generator or Air Compressor	\$100/day
Special Inspection Equipment	*\$5/hr	Hand-Auger	\$40/day
Pick-up Truck	\$175/day	Lath Bundle	\$100/ea
55-Gallon Drum	\$75/ea	Manometer	\$100/day
AC Cold Patch	\$35/bag	Mobile Laboratory with Lab Technician	\$1,650/day
Gravel	\$35/bag	Perforated 3" PVC Pipe	\$45/10ft
Quick Set PCC Patch	\$35/bag	Sand Cone Testing Equipment	\$10/hr
Sand	\$35/bag	Schmidt Hammer	\$100/day
GPS Unit	\$175/day	Soil Sample Tube	\$15/ea
Battery-Powered Pump	\$100/day	Temp Marking Paint	\$20/can
Coring Machine (concrete, asphalt, masonry)	\$285/day	Water Buffalo	\$75/ea
Double Ring Infiltrometer	\$200/day	Water Level Indicator	\$50/day
Drive-Tube Sampler	\$60/day		

Laboratory Tests*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold	\$300/ea
(D698/D1557/T99/T108) 6-inch mold	\$300/ea
(CT 216) California Impact	\$300/ea
Check Point	\$125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	\$200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	\$75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	\$350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	\$125/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$350/ea
(D2844/CT301) Resistance Value, Treated	\$350/ea
(D1883) California Bearing Ratio	\$600/ea
(C977) Stabilization Ability of Lime	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	600/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity	\$175/ea
(D4972/T289) pH Only	\$75/ea
(CT417) Sulfate Content	\$125/ea
(CT422) Chloride Content	\$125/ea
(D2974) Organic Content	\$100/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall	\$270/ea
(D5856) Permeability, Rigid Wall	\$260/ea
(D2434) Permeability, Constant Head	\$280/ea
(D2434) Permeability, FHA Slab-on-Grade	\$110/ea
(D2434) Permeability, Hourly	\$55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	\$400/ea
(D2435/T216) Consolidation Additional Point w/ Unload	\$90/ea
(D4546) Swell/Compression Testing & Density	\$125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	\$85/ea
(D4546) Swell/Settlement Testing & Density (County)	\$100/ea
(D4546) Swell/Settlement Testing & Density (FHA)	\$90/ea
(D4829) Expansion Index of Soils	\$250/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$100/ea
#14 Bar	\$125/ea
#18 Bar (Proof Test)	\$150/ea
(A370) Bend Test	
#11 Bar & Smaller	\$50/ea
#14 & #18 Bar	\$75/ea
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller	\$175/ea
#14 Bar & Larger	\$225/ea
(A370) Tensile - Electric Resist. Butt Splice w/ Control	\$175/ea
(A370) Straightening of bar (if required)	\$50/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs	\$125/ea
200,000 - 300,000 lbs	\$150/ea
300,000 - 400,000 lbs	\$175/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire	\$175/ea
(A416) Tensile Strength, 7-Wire Strand	\$200/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash	\$175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash	\$150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash	\$125/ea
(C117/D1140/T11) Materials Finer than #200	\$115/ea
(D2216/T265/CT226) Moisture Content	\$40/ea
(D2487/D2488) Visual Soil Classification	\$40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method	\$50/ea
(D4943) Shrinkage Factors of Soils, Wax Method	\$75/ea
(C131/CS35/CT211) L.A. Abrasion Resistance	250/ea
(C142/T112) Clay Lumps and Friable Particles	155/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles	\$250/ea
(D3744/CT229/T210) Durability Index Fine	\$200/ea
(D3744/CT229/T210) Durability Index Coarse	\$200/ea
(CT227) Cleanness Value	\$200/ea
(D4791) Flat & Elongated Particles	\$175/ea
(D693/CT205) Percent Crushed Particles	\$200/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate	\$200/ea
(C40/CT213/T21) Organic Impurities	\$100/ea
(C235) Soft Hardness (Scratch Hardness)	\$125/ea
(C88/CT214/T104) Sulfate Soundness	\$500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate	\$175/ea
(C127/CT206/T85) Coarse Specific Gravity	\$150/ea
(C128/CT207/T84) Fine Specific Gravity	\$175/ea
(D854/CT209/T100) Specific Gravity of Soil	\$200/ea
(C29/CT212/T19) Unit Weight & Percent Voids	\$125/ea
(D2419/CT217/T176) Sand Equivalent	\$150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	\$250/ea
(D4318/CT204/T89) Liquid Limit	\$125/ea
(D4318/CT204/T90) Plastic Limit	\$125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100/ea
(D3080/T236) Direct Shear (3 points)	\$350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	\$125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear	\$115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged	\$160/ea
(D4767) Consolidated-Undrained Triaxial Shear	\$265/ea
(D4767) Consolidated-Undrained Triaxial Staged	\$340/ea
(EM1110) Consolidated-Drained Triaxial Shear	\$375/ea
(EM1110) Consolidated-Drained Triaxial Staged	\$480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption	\$350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) ..	\$125/ea
(C140) Compression Test	\$300/ea
(C140) Compression Test (ea. addtl. specimen)	\$125/ea
(C426) Linear Drying Shrinkage	\$350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4")	\$30/ea
(C942) Grout Prism (3"x3"x6"), trimming included	\$35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" - 8"x12"x16"	\$200/ea
(C1314) 8"x16"x16" - 10"x12"x16"	\$225/ea
(C1314) 12"x12"x16" - 12"x16"x16"	\$250/ea
(C1314) Larger than 12"x16"x16"	Quote

COST FILE | SUBCONSULTANT RATES

Laboratory Tests* (continued)

High Strength Bolt, Nut, & Washer Tests:

{A325/A490} Tensile Test on Bolts.....	\$100/ea
{A563} Proof Load Test on Nuts.....	\$100/ea
{A325/A490} Hardness Test on Bolts.....	\$50/ea
{A536} Hardness Test on Nuts.....	\$50/ea
{F436} Hardness Test on Washers.....	\$50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination.....	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macrotech Test (3 Faces).....	\$355

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA.....	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM).....	\$225/ea
(D2041) Theoretical Max Specific Gravity.....	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt.....	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$175/ea
(D1188) Unit Weight of Asphalt Core.....	\$95/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

100 Ton & Under.....	\$250/ea
101 Tons – 200 Tons.....	\$350/ea

Use of Universal Testing Machine:

UTM with One Operator.....	\$400/ea
Additional Technician.....	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness.....	\$125/ea
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Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$250/set
(C67) 5-Hour Absorption, Boiling Water.....	\$250/set
(C67) Compression Test or Modulus of Rupture.....	\$300/set
(C67) Each Additional Specimen.....	\$100/ea

Mix Designs:

(ACI211/ACI214) Concrete Mix Design.....	\$450/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	\$450/ea
(C192) Concrete Trial Mix (includes equipment & labor).....	\$650/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core.....	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.....	\$125/ea
(C174) Length Measuring of Drilled Cores.....	\$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	\$350/set
(C1140) Shotcrete Panel (each addl. specimen).....	\$125/ea
(C496) Static Modulus of Elasticity.....	\$250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	\$650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.....	\$95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor.....	\$50/ea
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*2X Surcharge on rush turn-around for laboratory testing.

**Fee applies for sample storage, testing, or disposal.

1. *Listed are typical charges for the services most frequently performed by Geacon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*
3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.*
4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.*
5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geacon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geacon per Geacon's current fee schedule.*
6. *Client and Geacon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geacon's (the term "Geacon" includes Geacon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geacon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geacon from and against all liabilities in excess of the monetary limit established above.*
7. *Client and Geacon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geacon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geacon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geacon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geacon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geacon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geacon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geacon's actions or inactions.*



FEE SCHEDULE

PROFESSIONAL RATES

Current hourly billing rates for consulting services:

Principal Planner/Principal Biologist	\$355
Sr. Project Manager/Sr. Specialist III	\$320
Sr. Project Manager/Sr. Specialist II	\$280
Sr. Project Manager/Sr. Specialist I	\$235
Env. Project Manager III/Specialist V	\$210
Env. Project Manager II/Specialist IV	\$195
Env. Project Manager I/Specialist III	\$180
Env. Planner II/Specialist II/Operations Manager	\$160
Env. Planner I/Specialist I	\$145
Office Assistant/Word Processor/Archaeology Monitor	\$115

**Specialists = archaeologists, biologists, noise, air quality/greenhouse gas (GHG), Geographic Information Systems (GIS), graphics, and permitting*

CONSULTING SERVICES

Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates.

REIMBURSABLES

Reimbursable expenses will be billed to the project at cost plus ten percent.



**MONUMENT
HOURLY RATE SCHEDULE**

Right of Way Management & Implementation	
Program Manager / Principal	\$290.00 per hour
Senior Project Manager / Sr. Utility Project Manager	\$210.00 per hour
ROW Project Manager 2 / Utility Project Manager 2	\$190.00 per hour
ROW Project Manager 1 / Utility Project Manager 1	\$160.00 per hour
Utility Coordinator	\$130.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$145.00 per hour
Acquisition Agent 2 / Relocation Agent 2 / Property Manager	\$120.00 per hour
Acquisition Agent 1/ Relocation Agent 1	\$110.00 per hour
Senior Project Coordinator	\$120.00 per hour
Project Coordinator 2	\$110.00 per hour
Project Coordinator 1	\$100.00 per hour
Senior Project Analyst	\$135.00 per hour
Project Analyst	\$110.00 per hour
Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$85.00 per hour
Project Controller 2	\$100.00 per hour
Project Controller 1	\$75.00 per hour
Project Support Specialist	\$75.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends beyond the initial term of the PSA, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unpaid amount of the contract balance shall become immediately due and payable.

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND DOKKEN ENGINEERING**

ON-CALL ENGINEERING AND ENVIRONMENTAL 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"), **Dokken Engineering, 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 **One Million Dollars and Zero Cents (\$1,000,000.00)**.

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

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 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: Dokken Engineering
Attn: John A. Klemunes Jr., PE - President
1450 Frazee Road, Suite 100
San Diego, CA 92108

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.

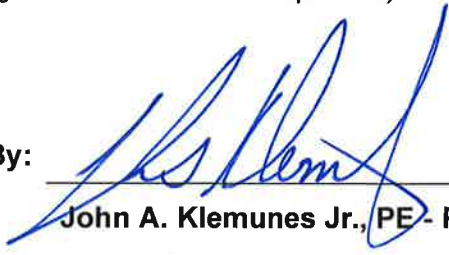
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

By: _____
James Stewart, Mayor


DOKKEN ENGINEERING

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

By:  _____
John A. Klemunes Jr., PE - President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Cathy Chan - Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Dokken Engineering

Attn: John A. Klemunes

1450 Frazee Road, Suite 100

San Diego, CA 92108

(858) 514-8377

j.klemunes@dokkenengineering.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
- 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 Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform landscaping and irrigation design
- Perform lighting design for streets and parking lots
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including performing the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third-Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

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 \$1,000,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



BILLING RATE SCHEDULE

Effective January 1, 2024


Professional and supporting staff services will be billed at the following hourly billing rates:

	CLASSIFICATION	BILLING RATE*	
PROJECT MANAGEMENT	Principal	\$295.00	to \$445.00
	QA/QC Manager	\$295.00	to \$445.00
	Project Manager	\$225.00	to \$355.00
DESIGN	Senior Engineer 2	\$210.00	to \$325.00
	Senior Engineer 1	\$180.00	to \$265.00
	Associate Engineer 2	\$150.00	to \$235.00
	Associate Engineer 1	\$140.00	to \$210.00
	Assistant Engineer 2	\$120.00	to \$180.00
	Assistant Engineer 1	\$105.00	to \$150.00
	Senior CAD	\$180.00	to \$250.00
	CAD/Detailer	\$135.00	to \$195.00
ENVIRONMENTAL PLANNING	Engineering Technician	\$90.00	to \$150.00
	Environmental Manager	\$235.00	to \$325.00
	Principal Planner	\$195.00	to \$295.00
	Senior Environmental Planner	\$120.00	to \$235.00
	Associate Environmental Planner	\$105.00	to \$165.00
	Environmental Planner	\$95.00	to \$115.00
	Environmental Technician	\$75.00	to \$105.00
RIGHT OF WAY	Right of Way Manager	\$180.00	to \$250.00
	Senior Right of Way Agent / Specialist	\$120.00	to \$210.00
	Right of Way Appraiser	\$95.00	to \$135.00
	Right of Way Agent / Specialist	\$90.00	to \$135.00
	Right of Way Assistant / GIS Technician	\$70.00	to \$105.00
PUBLIC OUTREACH	Community Engagement Director	\$150.00	to \$225.00
	Technical Editor	\$120.00	to \$195.00
	Graphic Designer	\$75.00	to \$150.00

*Billing Rates will be escalated by 5% in January of each year, rounded to the nearest multiple of \$5.

Ordinary supplies and equipment are included in the above hourly rates. The following are considered project-specific items and their cost will be added at the following rates:

Outside Reproduction	Actual Cost
Permit Fees / Public Notice Advertisements	Actual Cost
Postage for Public Notice Advertisements	Actual Cost
Record Search Fees / Mapping Fees	Actual Cost
Room and Equipment Rentals	Actual Cost
Traffic Control	Actual Cost
Utility Potholing	Actual Cost
Title Reports / Appraisal Reviews	Actual Cost


 Signature _____ President _____ 4/30/2024 _____
 Title Date



CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE

RATE SCHEDULE

Job Classification	Hourly Rate
Principal Landscape Architect	\$220
Senior Landscape Architect	\$180
Landscape Architect III / Irrigation Designer	\$160
Landscape Architect II / Project Manager	\$140
Landscape Architect I / Senior Landscape Designer	\$120
CADD	\$100
Office Admin	\$50

SURVEY FEE SCHEDULE (20240101):		
Licensed Land Surveyor	Hourly at a rate of	\$225
Survey Field Crew	Hourly at a rate of	\$250
Drafting/ Calculations/ Technician	Hourly at a rate of	\$200
Printing and other expenses	Cost plus	15%



**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND MNS ENGINEERING, INC.**

ON-CALL ENGINEERING AND ENVIRONMENTAL 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 **MNS Engineering, 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 **One Million Dollars and Zero Cents (\$1,000,000.00)**.

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. Any use, reuse or modification by the City shall be at the City's sole risk, unless agreed to in writing by 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

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 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: MNS Engineering, Inc.
Attn: Brandon Reyes
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

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

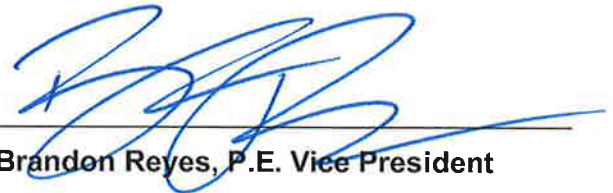
By: _____
James Stewart, Mayor

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

By:  _____
Darren K. Riegler, P.E., President and CEO

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Brandon Reyes, P.E. Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

MNS Engineering, Inc.
Attn: Brandon Reyes
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93013
(951) 532-4510
breyes@mnsengineers.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
- 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 Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform landscaping and irrigation design
- Perform lighting design for streets and parking lots
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including performing the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third-Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

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 \$1,000,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



2024 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$340
Senior Project/Program Manager.....	325
Project/Program Manager.....	275
Assistant Project/Program Manager.....	255
Senior Project Coordinator.....	195
Project Coordinator.....	165

ENGINEERING

Principal Engineer.....	\$305
Lead Engineer.....	270
Supervising Engineer.....	255
Senior Project Engineer.....	235
Project Engineer.....	210
Associate Engineer.....	190
Assistant Engineer.....	175

SURVEYING

Principal Surveyor.....	\$280
Lead Surveyor.....	270
Supervising Surveyor.....	230
Senior Project Surveyor.....	210
Project Surveyor.....	185
Associate Project Surveyor.....	175
Assistant Project Surveyor.....	160
Party Chief (PW).....	190
Chainperson (PW).....	160
One-Person Survey Crew (PW).....	225

TECHNICAL SUPPORT

CADD Manager.....	\$210
Supervising Technician.....	180
Senior Technician.....	170
Engineering Technician.....	130

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$330
Senior Construction Manager.....	290
Senior Resident Engineer.....	265
Resident Engineer.....	250
Structure Representative.....	245
Construction Manager.....	230
Assistant Resident Engineer.....	210
Sr. Construction Inspector (PW).....	185
Construction Inspector (PW).....	177
Office Administrator.....	135

PLANNING

Planning Director.....	\$235
City Planner/Planning Manager.....	220
Principal Planner.....	205
Senior Planner.....	190
Associate Planner.....	160
Assistant Planner.....	135
Planning Technician.....	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$195
Management Analyst.....	165
IT Technician.....	150
Graphics/Visualization Specialist.....	160
Administrative Assistant.....	105

GOVERNMENT SERVICES

City Engineer.....	\$265
Deputy City Engineer.....	235
Assistant City Engineer.....	225
Plan Check Engineer.....	185
Permit Engineer.....	175
City Inspector.....	168
Senior City Inspector (PW).....	185
City Inspector (PW).....	177
Principal Stormwater Specialist.....	190
Senior Stormwater Specialist.....	180
Stormwater Specialist.....	170
Stormwater Technician.....	150
Building Official.....	250
Senior Building Inspector.....	200
Building Inspector.....	175
Senior Grant Writer.....	190
Grant Writer.....	180
Associate Grant Writer.....	160
Assistant Grant Writer.....	145

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and Tammy Petricka increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

Brandon Reyes, Vice President

Rev. 1/9/2024



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, DeLorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND NV5, INC.**

ON-CALL ENGINEERING AND ENVIRONMENTAL 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 **NV5, 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 **One Million Dollars and Zero Cents (\$1,000,000.00)**.

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

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 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: NV5, Inc.
Attn: Jeffrey M. Cooper
15092 Avenue of Science, Suite 200
San Diego, CA 92128

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

NV5, 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:  _____
Jeffrey M. Cooper EVP, Chief Operating Officer

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
MaryJo O'Brien, Corporate Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

NV5, Inc.

Attn: Jeffrey M. Cooper

15092 Avenue of Science, Suite 200

San Diego, CA 92128

(949) 585-0477

irvinebdgroup@nv5.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
- 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 Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform landscaping and irrigation design
- Perform lighting design for streets and parking lots
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including performing the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third-Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

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 \$1,000,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

NV5 RATE SCHEDULE

Rates are effective through June 30, 2025. Rates will automatically increase by 3% July 1 each year thereafter.

Professional**

Junior Engineer / Planner / Scientist / Surveyor _____	\$142.00/hour
Assistant Engineer / Planner / Scientist / Surveyor _____	\$162.00/hour
Associate Engineer / Planner / Scientist / Surveyor _____	\$173.00/hour
Senior Engineer / Planner / Scientist / Surveyor _____	\$200.00/hour
Senior Bridge Engineer _____	\$205.00/hour
Project Manager _____	\$246.00/hour
Senior Project Manager _____	\$273.00/hour
Principal Engineer _____	\$300.00/hour
Principal _____	\$315.00/hour

Technical Services**

Engineering Aide/Planning Aide _____	\$95.00/hour
Project Assistant _____	\$105.00/hour
Project Administrator _____	\$116.00/hour
CADD Technician I _____	\$116.00/hour
CADD Technician II _____	\$150.00/hour
CADD Technician III _____	\$160.00/hour
Sr. CADD Technician/Designer _____	\$176.00/hour
Design Supervisor _____	\$186.00/hour
GIS Technician I _____	\$114.00/hour
GIS Technician II _____	\$146.00/hour
GIS Analyst _____	\$163.00/hour
Senior GIS Analyst _____	\$193.00/hour

Environmental Consulting Technical Services**

Senior Principal _____	\$265.00/hour
Principal _____	\$245.00/hour
Senior III _____	\$235.00/hour
Senior II _____	\$220.00/hour
Senior I _____	\$210.00/hour
Staff III _____	\$180.00/hour
Staff II _____	\$160.00/hour
Staff I _____	\$150.00/hour
Associate III _____	\$140.00/hour
Associate II _____	\$130.00/hour
Associate I _____	\$120.00/hour
Specialist III _____	\$115.00/hour
Specialist II _____	\$110.00/hour
Specialist I _____	\$105.00/hour
Project Analyst III _____	\$125.00/hour
Project Analyst I _____	\$115.00/hour

Field Survey**

1-Person Survey Crew (GPS) (Robotic)* _____	\$198.00/hour
1-Person Survey Crew* _____	\$155.00/hour
2-Person Survey Crew* _____	\$330.00/hour
3-Person Survey Crew* _____	\$445.00/hour

EXPENSES

Reproduction _____	Cost
Consultant Services _____	Cost + 15%
Automobile Transportation _____	per IRS standard
Delivery, Freight, Courier _____	Cost
Agency Fees _____	Cost
Commercial Travel _____	Cost

* Assumes prevailing wages are applicable for field work.

** Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.



HOURLY FEE SCHEDULE

Effective 07/01/2023

PRINCIPAL	\$280
SENIOR PROJECT MANAGER	\$250
PROJECT MANAGER	\$240
SENIOR ENGINEER	\$220
ASSOCIATE ENGINEER	\$190
ENGINEER II	\$160
ENGINEER I	\$150
CADD/GIS*	\$150
ENGINEERING TECHNICIAN	\$130
ADMINISTRATIVE	\$110

*COMPUTER-AIDED DESIGN & DRAFTING/GEOGRAPHIC INFORMATION SYSTEMS