

**NINTH AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND DAVID EVANS AND ASSOCIATES, INC.**

**PW17-25 DIAZ ROAD EXPANSION**

**(AGREEMENT NO. 19-258)**

**THIS NINTH AMENDMENT** is made and entered into as of **July 14, 2026**, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **David Evans and Associates, Inc.**, a **Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **October 22, 2019**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Consultant Services**," in the amount of **\$733,312.00**, plus contingency in the amount of **\$73,331.20**.

b. On **January 20, 2021**, the City and Consultant entered into the **First Amendment** to the Agreement to increase the contingency in the amount of **\$100,000.00**.

c. On **July 27, 2021**, the City and Consultant entered into the **Second Amendment** to the Agreement to increase the contingency in the amount of **\$100,000.00**.

d. On **May 24, 2022**, the City and Consultant entered into the **Third Amendment** to the Agreement to increase the contingency in the amount of **\$59,279.80**.

e. On **January 24, 2023**, the City and Consultant entered into the **Fourth Amendment** to the Agreement to increase the contingency in the amount of **\$120,000.00**.

f. On **November 14, 2023**, the City and Consultant entered into the **Fifth Amendment** to the Agreement to increase the contingency in the amount of **\$100,000.00**.

g. On **March 26, 2024**, the City and Consultant entered into the **Sixth Amendment** to the Agreement to increase the contingency in the amount of **\$75,000.00** and extend the term of the **Agreement to June 30, 2026**.

h. On **December 10, 2024**, the City and Consultant entered into the **Seventh Amendment** to the Agreement to increase the contingency in the amount of **\$200,000.00**.

i. On **September 9, 2025**, the City and Consultant entered into the **Eighth Amendment** to the Agreement to increase the contingency in the amount of **\$200,00.00**.

j. The parties now desire to extend the term of the agreement to **June 30, 2028**, and increase the contingency in the amount of **\$495,500.00**, and to amend the Agreement as set forth in this Amendment.

2. Section **1** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

This Agreement shall commence on **October 22, 2019**, and shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2028**, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section **6** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms 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. The **NINTH** Amendment amount shall not exceed **Four Hundred Ninety-Five Thousand Five Hundred Dollars and Zero Cents (\$495,500.00)**, for a total Agreement amount of **Two Million Two Hundred Fifty-Six Thousand Four Hundred Twenty-Three Dollars and Zero Cents (\$2,256,423.00)**.

4. Exhibit **“A” and “B”** to the Agreement is hereby amended by adding thereto the items set forth on Attachment **“A” and “B”** to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

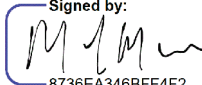
5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF TEMECULA


DAVID EVANS AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Jessica Alexander, Mayor

By:  Signed by:  
8736EA346BFF4F2... \_\_\_\_\_  
Mark Miner, Vice President

ATTEST:


By: \_\_\_\_\_  
Randi Johl, City Clerk

By:  Signed by:  
FAACE6743D9A402... \_\_\_\_\_  
Gavin Powell, Associate

APPROVED AS TO FORM:

By:  Signed by:  
C343357EB2E34B5... \_\_\_\_\_  
Peter M. Thorson, City Attorney

CONSULTANT  
David Evans and Associates, Inc.  
Attn: Gavin Powel  
41951 Remington Avenue, Suite 220  
Temecula, CA 92590  
(951) 295-9346  
GPowell@deainc.com

Risk Mgmt.  \_\_\_\_\_

**ATTACHMENT A**

**EXHIBIT A**

## ADDENDUM 018

### Diaz Road Expansion, PW17-25

**City of Temecula**

41000 Main Street  
 Temecula, CA 92590  
**Attn: Will Becerra Jr**

Project Code: CTEM00001011  
 Project: Diaz Road Expansion  
 Client Code: PW17-25

The enclosed Addendum modifies the Agreement between David Evans and Associates, Inc. (DEA) and the City of Temecula (Client or City) entered into on October 22, 2019 and known as *Agreement 19-258 for Consultant Services between City of Temecula and David Evans and Associates, Inc. for PW17-25 Diaz Road Expansion* located in the City of Temecula, Riverside County, California.

The enclosed Addendum modifies the scope-of-services and related fee from the above-described Agreement by adding Right-of-Way (ROW) Acquisition and Utility Coordination Services. Most of the modified scope-of-services will be performed by DEA’s designated subconsultants, Epic Land Solutions (EPIC) and Westland Group, Inc. (WLG), with DEA providing overall management, oversight, coordination, exhibits, review, and contract administration in support of subconsultant provided services.

ROW Acquisition services are anticipated to include a combination of Permanent ROW Dedications (PROW), Temporary Construction Easements (TCE), and Permits to Enter and Construct (PTEC). Acquisition needs are summarized in the following table, which serves as the basis for the subsequently described scope-of-services.

Assessor’s Parcel Number (APN)	Owner	Site Address (CITY)	Land Use	Impact Type
921-040-028	MORTER, JERRY R	28075 DIAZ RD	INDUSTRIAL	1 TCE
921-040-023	SEE DEV LTD PARTNERSHIP	28073 DIAZ RD	INDUSTRIAL	1 PTEC and 1 TCE
921-040-036	VAN DYKE, DAWN S	NO SITE ADDRESS	COMMERCIAL	1 TCE
921-040-045	VAN DYKE, DONALD T	28071 DIAZ RD	INDUSTRIAL	1 TCE
921-040-007	AZ INDUSTRIES INC	28065 DIAZ RD	INDUSTRIAL	2 TCE’s
921-740-005	EASTERN, MUNICIPAL DIST	NO SITE ADDRESS	VACANT / COMMERCIAL	1 TCE
921-040-006	CALIF, RANCHO DIST	28061 DIAZ RD	MISCELLANEOUS	1 PTEC
921-041-011	DIAZ, DUNBAR	27941 DIAZ RD	COMMERCIAL	1 PTEC
921-030-001	WESTCORE, ALPHA DIAZ	27731 DIAZ RD	INDUSTRIAL	1 PTEC
921-030-043	DIAZ RE HOLDINGS 2 LLC	27635 DIAZ RD	INDUSTRIAL	1 PTEC and 1 TCE
921-030-044	TBD	NO SITE ADDRESS	INDUSTRIAL	1 PTEC
921-030-040	PROP, TRANSITION	27565 DIAZ RD	INDUSTRIAL	2 TCE’s
921-030-041	PROP, TRANSITION	NO SITE ADDRESS	COMMERCIAL	1 TCE
921-030-037	MANN, ANTHONY L	42136 SARAH WAY	INDUSTRIAL	1 PTEC
921-030-018	1027 WILSHIRE ASSOCIATES	27495 DIAZ RD	INDUSTRIAL	1 PTEC
909-251-001	PROP, NELLA	41981 AVENIDA	COMMERCIAL (GAS	1 TCE
909-252-025	PROP, VENADERO ASSN	NO SITE ADDRESS	COMMERCIAL	1 TCE

909-311-014	JEFFERSON PARTNERS II	NO SITE ADDRESS	VACANT / COMMERCIAL	1 TCE
909-120-056	RANCHO, CALIFORNIA DIST	NO SITE ADDRESS	VACANT / COMMERCIAL	1 PROW and 1 TCE
909-120-055	RCFCD	NO SITE ADDRESS	VACANT	1 PROW and 1 TCE
921-740-004	RCFCD	NO SITE ADDRESS	VACANT	2 TCE's
909-120-016	RCFCD	NO SITE ADDRESS	VACANT	1 TCE
909-120-006	RANCHO, CALIFORNIA DIST	NO SITE ADDRESS	VACANT	1 TCE

The scope-of-services described in the following table are proposed on a **Time-and-Materials, not-to-exceed basis**. Listed fees for subtasks shown in the table are provided for estimating purposes only and may be exceeded, provided the Total Fee is not exceeded. Services will be invoiced under a single task (Task 042) and follow the schedule of hourly billing rates enclosed at the end of this Addendum.

Task	Description	Fee
<b>042</b>	<b>ROW Acquisition, Utility Coordination, and Environmental Services</b>	<b>\$495,500 (Total)</b>
042.01	<p><b>Project Management and Meetings:</b></p> <p>EPIC will work closely with DEA and the City to review ROW and Utility Coordination related project assignments and establish clear lines of communication, procedures, and protocols to keep the team on track to reach goals, including attendance at kickoff and project progress meetings. Update reports for ROW status will be provided.</p> <p>ROW Acquisition services will be performed in accordance with the standards set forth in the latest version of the Caltrans Right-of-Way Manual (ROW-M) and the Caltrans Local Assistance Procedures Manual (LAPM) and can be adapted for Local Public Agency (LPA) 'Off-System' non-Federal Aid projects and private development projects.</p> <p>Utility Coordination services will also be performed in accordance with the Caltrans Right-of-Way Manual (ROW-M) and the Local Assistance Procedures Manual (LAPM). EPIC will work with utility owners to assess the project's impact on utility facilities and assist with the determination of liability for utility relocations, and which utilities will be relocated to accommodate the proposed project.</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Attendance at meetings.</li> <li>• Time-and-Expense invoices.</li> <li>• ROW Status Reports (up to 12).</li> <li>• Utility Tracking Matrix.</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• Project has no delays.</li> <li>• ROW Acquisition scope can be completed within 12 months and Utility Coordination scope can be completed within 18 months from NTP.</li> <li>• One 2-hour meeting for Project Kick-off.</li> </ul>	<p>Subtask 042.01 fee subtotal = \$23,150</p>

	<ul style="list-style-type: none"> <li>• One senior staff representing ROW Acquisition services will attend 1-hour monthly Design Progress Meeting (up to 12 meetings).</li> <li>• One senior staff representing Utility Coordination services will attend 1-hour monthly Design Progress Meeting (up to 18 meetings).</li> <li>• Design Progress Meetings will be virtual.</li> </ul>	
042.02	<p><b><u>Right of Way Acquisition Services:</u></b></p> <p><b>a. Title Examination</b>          EPIC will obtain preliminary title reports (PTRs) for proposed easement areas. EPIC will perform a desk review of title reports and survey exhibits, including legal descriptions and plat maps prepared by DEA to research and verify real property ownership and identify any encumbrances. EPIC will assist in clearing encumbrances to conveying title prior to closing.</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Up to seventeen (17) reviewed preliminary title reports.</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• Preliminary title reports will not be required for parcels where only Permit to Enter and Construct (PTEC) is needed.</li> <li>• Fees for litigation guarantees are not included.</li> <li>• Estimated Timeline: 14 days</li> </ul> <p><b>b. Appraisal Services – Reports &amp; Reviews</b>          A qualified appraiser employed or subcontracted by EPIC will provide an opinion of fair market value for the proposed acquisition areas in the form of appraisal reports. Appraisals will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute’s Code of Ethics, and federal policies and regulations, where applicable. To initiate the task, the appraiser will coordinate and attend a pre-appraisal meeting with the City to outline the scope of work needed. The appraiser will then draft and send a Notice of Decision to Appraise (NODA) letter inviting each property owner to accompany the appraiser on the real property inspection in accordance with California Eminent Domain Law. The property inspection will involve visual inspection to identify property attributes, including the availability of utilities, topography, drainage, external site influences, traffic patterns and surrounding uses, access, frontage, visibility, and quantity, quality and condition of improvements.</p> <p>Following the inspection, the appraiser will research and analyze market conditions relevant to the property type and investigate public records for the property’s zoning, entitlement status, general plan and flood hazard area classification, as well as investigate the property tax assessor’s records for attributes of the property and</p>	<p>Subtask          042.02 fee          subtotal =          \$362,150</p> <p>042.02.a          subtotal =          \$22,800</p> <p>042.02.b          subtotal =          \$130,550</p>

	<p>project details and mapping, if applicable.</p> <p>Once these identifications are made, the highest and best use conclusion is formed, and data can be gathered to apply the appropriate approaches to value. These approaches are the sales comparison, cost, and income.</p> <p>The final step is reconciliation of the various indications of value into a single estimate. After the appraisal has been performed, an appraisal report which conforms to Uniform Standards of Professional Appraisal Practice (USPAP) will be provided. Due to federal funding, a licensed and qualified review appraiser employed by EPIC will provide Independent Desk Review of the appraisal reports, in accordance with federal aid requirements defined by the Caltrans Local Agency Procedures Manual (LAPM) and Caltrans Right of Way Manual.</p> <p>The Review Appraiser will verify the appraisal report’s conformance with the USPAP, the Appraisal Institute’s Code of Ethics, and federal policies and regulations, where applicable.</p> <p>Upon completion of both the appraisal report and review appraisal, the documents will be provided to the City for approval of Amount of Just Compensation</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Notice of Decision to Appraise (NODA) letter.</li> <li>• Up to seventeen (17) appraisal reports.</li> <li>• Up to seventeen (17) Certificates for appraisal reviews.</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• Appraisals will not be required for interagency agreements, if applicable.</li> <li>• Appraisal reports will be completed within 10-weeks of Notice to Proceed (NTP) and the appraiser’s receipt of all pertinent documents (e.g., preliminary title reports, appraisal maps, legal descriptions, plat maps, mitigation plans).</li> <li>• Appraisal Reviews will be completed within 30-days of delivery of each appraisal report to the independent review appraiser.</li> <li>• Appraisal reviews will be desk reviews.</li> <li>• No Phase I or Phase II Site Assessments will be required.</li> <li>• Appraisal fees assume temporary construction easements (TCEs) and/or partial acquisitions/easements/dedications only; no full parcel acquisitions or relocations.</li> <li>• Estimated Timeline: 120 days</li> </ul>	
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	<p>necessary.</p> <ul style="list-style-type: none"> <li>• Transmit closed acquisition documents to the City.</li> </ul> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Administration Settlement Memorandums (where applicable).</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• Tax parcels are impacted by temporary construction easements (TCEs) and/or permanent easements/dedications only; no full parcel acquisitions or relocations.</li> <li>• The City will prepare all documents related to the acquisitions and will provide full offer packages to EPIC to present to property owners.</li> <li>• Eminent Domain support is not included.</li> <li>• No Escrow coordination is included, Escrow coordination will be performed by the City.</li> <li>• Estimated Timeline: 120 days</li> </ul> <p><b>e. Legal Descriptions and Exhibits</b></p> <p>The enclosed scope of services assumes that up to seventeen (17) legal descriptions and exhibits will be prepared in support of obtaining the Temporary Construction Easements (TCE's) and up to eight (8) legal descriptions and exhibits will be prepared in support of obtaining Permits to Enter and Construct (PTEC's) previously described.</p> <p>Services under this subtask include:</p> <ol style="list-style-type: none"> <li>1. The calculation and plotting of Record Boundary Information from the below listed record maps for each APN listed below. <ul style="list-style-type: none"> <li>- 921-040-028 – 1 TCE area - 11 MB 507</li> <li>- 921-040-023 – 1 TCE and 1 PTEC area - 86 PM 82-83</li> <li>- 921-040-036 – 1 TCE area - 183 PM 31-32</li> <li>- 921-040-045 – 1 TCE area - 183 PM 31-32</li> <li>- 921-040-007 – 2 TCE areas - 1 PM 96</li> <li>- 921-740-005 – 1 TCE area - 130 RS 83</li> <li>- 921-040-006 – 1 PTEC area - 1 PM 96</li> <li>- 921-041-011 – 1 PTEC area - 479 MB 1-3</li> <li>- 921-030-001 – 1 PTEC area - 1 PM 97</li> <li>- 921-030-043 – 1 TCE and 1 PTEC area - 229 PM 85-87</li> <li>- 921-030-044 – 1 PTEC area - 229 PM 85-87</li> <li>- 921-030-040 – 2 TCE areas - 201 PM 65-66</li> <li>- 921-030-041 – 1 TCE area - 201 PM 65-66</li> <li>- 921-030-037 – 1 PTEC area - 150 PM 71-73</li> <li>- 921-030-018 – 1 PTEC area - 150 PM 71-73</li> <li>- 909-251-001 – 1 TCE area - 122 MB 42-45</li> <li>- 909-252-025 – 1 TCE area - 153 PM 62-63</li> </ul> </li> </ol>	<p>042.02.e subtotal = \$65,350</p>
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	<ul style="list-style-type: none"> <li>- 909-311-014 – 1 TCE area - 167 PM 18-25</li> <li>- 909-120-056 – 1 TCE area - 6 PM 75</li> <li>- 909-120-055 – 1 TCE area - 6 PM 75</li> <li>- 921-740-004 – 2 TCE areas – PIQ Legal Description.</li> <li>- 909-120-016 – 1 TCE area - 73 PM 6-9</li> <li>- 909-120-006 – 1 TCE area - 73 PM 6-9</li> </ul> <p>2. Creating a legal description and exhibit for each area listed above. When multiple TCE’s are located on a single parcel, a single legal description and exhibit will be prepared covering both TCE areas.</p> <p>3. Stake the listed 20 TCE areas for approximate location with lathe or paint only.</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Up to twenty-five (25) legal descriptions and exhibits (17 TCE and 8 PTEC), stamped and signed by a California licensed Professional Land Surveyor, for the dedication of Diaz Road.</li> <li>• Staking / marking of up to twenty (20) TCE areas.</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• Calculating additional maps and records other than listed above is excluded.</li> <li>• Dedications will be a uniform offset from existing ROW.</li> <li>• Deed jackets will not be required and if required, they will be provided by the City.</li> <li>• Excludes title review and plotting of easements.</li> <li>• All existing ROW are shown on the applicable record maps, with the exception of APN 909-311-014, where the assessor map shows an additional dedication. Assumes said dedication will be provided to DEA by the City.</li> <li>• Research materials not listed on the county website will be provided to DEA by the City.</li> <li>• Excludes research of chain of title and junior / senior rights.</li> <li>• All research can be conducted online and in-person visits to the city, county, Caltrans, or other research hub will not be required to complete this task. In-person visits for research will be considered additional services.</li> <li>• Work on all legal descriptions will be consolidated and performed simultaneously.</li> <li>• Includes only one round of review comments and assumes that comments for all descriptions will be consolidated and performed at the same time.</li> <li>• Approximate TCE staking/marketing will be consolidated and performed at the same time over consecutive days.</li> <li>• Field work will be limited to staking/marketing of the TCE areas described herein.</li> </ul>	
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	<p>cooperative agreements and permits and utility documents, among others. EPIC will evaluate ROW for correctness and consistency following Caltrans review check-off information as part of the project process. EPIC understands Caltrans rules and will supply accurate information for certification of ROW at project closeout.</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Caltrans Certification forms and document packet.</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• EPIC will address one (1) set of review comments from Caltrans.</li> <li>• DEA and/or the City will provide any necessary documentation (such as plans).</li> <li>• City attorney will provide eminent domain documentation, where applicable.</li> <li>• Estimated Timeline: 30 days.</li> </ul>	
042.03	<p><b>Utility Coordination Services</b></p> <p><b>a. Utility Research and Utility Verification</b>                  EPIC will prepare and issue Facility Map Requests (FMR) to utility owners requesting current information (as-built plans/facility mapping) for any existing facilities and planned future work within the proposed project limits. When received, EPIC will provide the ‘as-built’ data to DEA to plot on a preliminary Utility Plan. Once a preliminary Utility Plan has been compiled, DEA will provide to EPIC for quality review of the preliminary Utility Plan and issue a Utility Verification Letter (UVL) to the utility owners for the owner’s review for correctness of the description and depiction of the utility facilities delineated on the preliminary Utility Plan.</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Facility Map Request Letters (FMR).</li> <li>• Facility Maps / ‘As-Built’ Plans.</li> <li>• Utility Verification Letter (UVL).</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• Utility owners will be contacted by EPIC.</li> <li>• Utility owners’ response time 6-12 weeks max. for FMR (TYP).</li> <li>• Any costs for obtaining ‘as-builts’ will be passed through to the City.</li> <li>• Utility Owners allotted 30 days response time to UVL per Caltrans ROW-M.</li> <li>• Estimated Timeline: 120-150 days</li> </ul> <p><b>b. Utility Relocation Coordination</b>                  EPIC will prepare and issue the Relocation Claim Letter (RCL) to each</p>	<p>Subtask                  042.03 fee                  subtotal =                  \$78,200</p> <p>042.03.a                  subtotal =                  \$15,550</p> <p>042.03.b                  subtotal =</p>



	<p>project certification process.</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Caltrans Utility Certification Liability Package.</li> </ul> <p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>• EPIC will address one (1) set of review comments from Caltrans per Liability Package.</li> <li>• Estimated Timeline: 30 days.</li> </ul>	
<p>042.04</p>	<p><b>Additional Environmental Services:</b>                  HELIX has completed additional services beyond the originally scoped work in response to project needs, City requests, and evolving regulatory requirements. These efforts were undertaken to support project progression, maintain schedule, and facilitate permit processing. Accordingly, HELIX is requesting additional budget to cover completed out-of-scope work, and to continue providing biological management support. Services provided under this subtask are described as follows:</p> <p><b>a. Biological Resources Team Management/Meetings</b>                  HELIX requests an additional 20 hours of Senior Biology Project Manager to attend monthly project meetings and provide ongoing project management. Only the number of hours expended will be billed. If the additional time allocated for this task is exceeded, additional authorization will be required.</p> <p><b>b. Wetland Delineation and Updated Jurisdictional Assessment</b>                  HELIX completed the original jurisdiction delineation within the project limits on March 27, 2020, which did not include a formal wetland delineation. During Section 408 permit review, U.S. Army Corps of Engineers (USACE) required an updated jurisdictional assessment and formal wetland delineation. In response to USACE’s request, HELIX performed a formal wetland delineation and updated the jurisdictional delineation to confirm the jurisdictional limits regulated by USACE, Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). Wetland Determination Data Forms and Ordinary High Water Mark Field Identification Data Sheets were completed, updated photographs of the jurisdictional features were taken, and jurisdictional mapping was updated to reflect current site conditions. These materials were provided to USACE to support Sections 404 and 408 permit processing and were also integrated into the RWQCB Sections 401 and CDFW 1602 permit applications.</p> <p><b>c. MSHCP Consistency Analysis Report</b>                  HELIX originally prepared a report that combined California Environmental Quality Act (CEQA) compliance and Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). To address minor project design changes that occurred</p>	<p>Subtask                  042.04 fee                  subtotal =                  \$32,000</p> <p>042.04.a                  subtotal =                  \$6,500</p> <p>042.04.b                  subtotal =                  \$5,900</p> <p>042.04.c                  subtotal =                  \$12,500</p>

	<p>after CEQA was completed, HELIX’s proposed approach was to include MSHCP consistency in a CEQA Addendum and provide these reports for Joint Project Review (JPR) under the MSHCP. Based on HELIX’s recent experience on another City project, the reporting requirements for JPR have become more rigorous since the original biological report was prepared, and the Western Riverside County Regional Conservation Authority (RCA) has published a preferred report template that was not available at the time of the original analysis. In addition, while CEQA covers the Diaz Road alignment from Rancho California to north of Dendy Parkway, the JPR covers only impacts to the Winchester Road northerly project limits, requiring a refined and separate analysis approach.</p> <p>To streamline JPR processing and align with current RCA expectations, HELIX prepared a standalone MSHCP Consistency Analysis using the RCA’s most recent report template to cover the first phase of Diaz Road (Rancho California to Winchester Road) and integrated recent agency feedback received during JPR processing for another City project. The report will be submitted to support the JPR application. While not expected, this task does not include field surveys or additional reporting. Major or multiple revisions to the report based on RCA or Wildlife Agency comments may require a contract augment.</p> <p><b>d. Mitigation Opportunities Assessment</b>          At the request of the City, a HELIX habitat restoration specialist reviewed the City’s off-site parcels within Temecula Creek. The purpose of the site visit was to identify compensatory streambed mitigation opportunities for permanent impacts to MSHCP Riparian/Riverine Areas and CDFW jurisdiction. The survey results were shared with the City during a conference call, summarized in the project’s DBESP, and will be summarized in the CDFW Section 1602 application.</p>	<p>042.04.d          subtotal =          \$7,100</p>
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Accepted for DEA:

DAVID EVANS AND ASSOCIATES, INC.

BY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Accepted for Client:

CITY OF TEMECULA

BY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT B**

**EXHIBIT B**

## Schedule of Hourly Billing Rates

**Note on Hourly Billing Rates:** For the remaining years, at the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and payment schedule based on the annual percentage change of 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. Any such adjustment shall not exceed 4 percent and must be approved by the City.

### Schedule of Hourly Billing Rates for DEA



DAVID EVANS  
AND ASSOCIATES INC.

#### Office Staff:

Principal-in-Charge	\$330
Senior Project Manager	\$260
Project Manager	\$240
Senior Project Engineer (Civil)	\$260
Project Engineer (Civil)	\$215
Junior Engineer (Civil)	\$175
Engineering Designer	\$155
Senior / Lead Project Surveyor	\$220
Project Surveyor / Senior Survey Analyst	\$190
Senior Project Coordinator	\$160
Project Assistant / Project Coordinator	\$150
Administrative / Clerical	\$140

*Notes: - Authorized overtime will be charged at 1.5 times the above  
- Only labor classifications anticipated to be used for proposed scope of services are shown.*

#### Reimbursable Expenses:

- **Client** shall pay the costs, plus 15%, for any applicable governmental fees, title company charges, outside vendor reproduction costs, in-house reproduction costs, mileage, and delivery or messenger services incurred on **Client's** behalf.
- Mileage will be charged at the current IRS approved rate.

**Schedule of Hourly Billing Rates for EPIC**



<b>Title/Classification</b>	<b>Hourly Billing Rates</b>
Senior Advisory Manager - Kari Anvick	\$233
Advisory Manager - Darcy Mendoza	\$189
Senior Right of Way Agent - Maria Sauza	\$114
Senior Right of Way Agent - Christine Wasfi	\$120
Senior Right of Way Agent - Katy Brackett	\$120
Project Coordinator - Vivian Lanza Orellana	\$94
Project Coordinator - Jose Moreno	\$107
GIS Manager - Candice Freeman	\$140
Utility Coordinator - Bernadette Salto	\$107
Budget & Financial Controls - Star Young	\$127

"NOTE ABOUT FAR RATES: The rates above reflect the direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. Staff billing rates provided include the Federal Acquisition Regulation (FAR) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects.

<b>Other Direct Costs</b>	<b>Rate</b>
Mileage	At IRS Allowance
Postage/Overnight Delivery	At Cost
Property Ownership and Tenant Data	At Cost
Outside Services (Vendors & Subconsultants)	At Cost
Appraisal Reports/Appraisal Review Certificates	Fixed Fee, At Cost
Preliminary Title Reports	Fixed Fee, At Cost

Schedule of Hourly Billing Rates for WLG

**WESTLAND GROUP, INC. 2026 RATE TABLE**

**OFFICE SERVICES**

Principal.....	\$300/hr
Project Manager.....	\$200/hr
QA/QC Specialist .....	\$195/hr
Project Surveyor .....	\$180/hr
Mapping/Survey Analyst .....	\$150/hr
Administration.....	\$100/hr

**FIELD SERVICES**

2-Man Survey Crew with Equipment .....	\$440/hr PW*
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\* PW = Prevailing Wage

**Note(s):** Hourly rates for field crews include normal usage of field equipment and are fully equipped rates, including vehicle. There is a four (4) hour minimum call out.

**REIMBURSABLE EXPENSES**

Mileage incurred by office employees is charged at current IRS rates. Out-of-town stays will be billed at cost per person per night with client approval. Prints, maps, documents, messenger service, air travel, rental equipment, and other direct expenses (material/supplies) will be charged at cost plus 10%. The services of outside consultants will be charged at cost plus 15%.

**Schedule of Hourly Billing Rates for HELIX**



Principal	\$330	Director of Operations	\$250
Principal Planner	\$265-330	Safety Manager	\$225
Principal Biologist/Regulatory Specialist	\$315-330	Senior Construction Project Manager	\$260-330
Principal Noise/Air Quality Specialist	\$265	Construction Project Manager I-III	\$155-230
Principal Landscape Architect	\$240	Assistant Construction Project Manager	\$130
Principal Paleontologist	\$230	Construction Foreman	\$115
Principal Cultural Resources Specialist	\$230-235	Land Manager	\$106
Senior Project Manager	\$205-290	Equipment Manager	\$104
Project Manager	\$160-205	Operator	\$158
Assistant Project Manager	\$125-160	Irrigation Technician	\$140
Senior Environmental Planner	\$170	Senior Restoration Supervisor	\$155
Environmental Planner	\$120-150	Restoration Supervisor I-II	\$134-153
Senior Noise/Air Quality Specialist	\$165-220	Assistant Restoration Supervisor	\$110
Noise/Air Quality Specialist	\$135-150	Restoration Foreman	\$104
Senior Field Director	\$150	Restoration Lead	\$93
Senior Archaeologist/Architectural Historian	\$125-175	Restoration Technician I-III	\$64-93
Senior Archaeology Field Director	\$150	Nursery Manager	\$150
Archaeology Field Director	\$125-135	Nursery Technician	\$55
Asst. Archaeology Field Director	\$110-125	Landscape Architect	\$140-190
Staff Archaeologist/Architectural Historian	\$90-135	Landscape Designer	\$130
Staff Paleontologist	\$125-135	Senior GIS Specialist	\$185-200
Paleontology Technician	\$100-125	GIS Specialist/Graphics Specialist	\$130-185
Environmental Compliance Specialist	\$200	Operations Manager	\$150
Senior Scientist/Regulatory Specialist	\$185-230	Technical Editor	\$120-140
Regulatory Specialist	\$130-150	Clerical	\$75
Biologist	\$120-185		
Assistant Biologist	\$100-110		

**CONSULTING SERVICES** Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. 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. Rates are subject to change on a yearly basis.

**PAYMENT** Invoices will be submitted monthly. Payment on invoices is due within 30 days of receipt.

**DIRECT COSTS** Certain identifiable direct costs will be charged to the project at cost plus 10%. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.