

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

**DE PORTOLA ROAD/JEDEDIAH SMITH ROAD ROUNDABOUT PROJECT  
PROJECT NO. PW23-01  
FY2023 Community Project Funding (CPF)  
Grant Agreement No. B-23-CP-CA-0140**

**THIS AGREEMENT** is made and effective as of **May 14, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **GHD 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. TERM**

This Agreement shall commence on **May 14, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2027**, unless sooner terminated pursuant to the provisions of this Agreement.

**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 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 **Six Hundred Thousand Twenty Dollars and Zero Cents (\$600,020.00)**, for the total term of this agreement .

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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 – Indemnity for Design Professional Services**

A. In the connection with its professional design services, as defined in Civil Code Section 2782.8, Consultant shall hold harmless and indemnify the City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, and their elected officials, directors, officers, and employees (collectively, "Indemnified Parties"),

from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including but not limited to death or injury to any person and injury to any property, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subconsultants, or agents in the performance of 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, and subject to, California Civil Code 2782.8.

B. Other Indemnities. In connection with all claims not covered by Paragraph A, Consultant shall defend, hold harmless and indemnify the Indemnified Parties, from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including but not limited to death or injury to any person and injury to any property, arising out of, pertaining to, or relating to Consultant's performance of this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel acceptable to City, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

## 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 by the Consultant, its agents, representatives, or employees.

- a. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as and shall maintain limits no less than:
  - i. Commercial General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - ii. Automobile Liability: One Million (\$1,000,000) per occurrence for bodily injury, including death, of one or more persons, property damage and personal injury. Providing coverage for owned, non-owned, and hired autos on an occurrence basis. If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - iii. Workers' Compensation insurance with limits of not less than One million dollars (\$1,000,000) per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Consultant must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-

insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Consultant 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.

- iv. Professional Liability Coverage: One million (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.
- 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 general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions in addition to the insuring provisions:
  - i. 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 insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. 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.
  - ii. For any claims related to this project, the Consultant insurance coverage shall be primary insurance 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-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
  - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage 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.

- iv. 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.
  - v. Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.
  - vi. 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.
  - vii. 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 endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

## **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:** GHD Inc.  
Attn: Thomas Conti  
1101 Monterey Street, Suite 120  
San Luis Obispo, CA 93401

**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

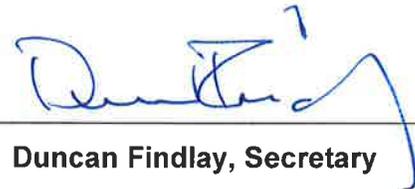
**GHD Inc.**

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

By:  \_\_\_\_\_  
Michael W. Boraks, PE / Vice President

**ATTEST:**

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

By:  \_\_\_\_\_  
Duncan Findlay, Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**CONSULTANT**

**GHD Inc.**

**Attn: Thomas Conti**

**1101 Monterey Street, Suite 120**

**San Luis Obispo, CA 93401**

**(805) 242-0453**

**Thomas.Conti@ghd.com**

# **EXHIBIT A**

## **Tasks to be Performed**

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

## SCHEDULE RISKS

We recognize the city expects the project design to be completed in approximately a years' time. GHD has created a schedule at the City's request that anticipates completion within 15 months. There are risks involved with this assumption specific to utility and right of way actions that are outside of GHD's control.

- Utility coordination is primarily a city task but considered a schedule risk. The city and GHD believe there are few conflicting underground utilities within the project limits. Utilities companies in conflict will be required to provide relocation plans. We assume that the utility companies will cooperate with requests for information and relocation plans required by project construction.
- Right of Way acquisition is primarily a GHD task but is considered a schedule risk. Based on the CPF Grant Guide that states, "You may not commit or spend ANY project funds (HUD or non-HUD funds) on hard costs or take any choice limiting actions until the project completes an environmental review. Examples of choice limiting actions include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project." The schedule risk is that environmental review will not be completed in time to allow full right of way acquisition.
- The federal procurement of real property recommendation is to allow 18 months in process in case condemnation becomes necessary.

As such if the schedule slips because of causes outside of GHD's control we reserve the right to negotiate an amendment for the extension of the contract duration and possible additional costs to complete tasks described in the schedule.

## ASSUMPTIONS AND EXCLUSIONS

### PAED

1. We assume stakeholders will participate proactively throughout the course of the project and that the project will proceed uninterrupted.
2. We assume that the City will assist in ensuring that we will have access to properties around the project if necessary.
3. Project Meetings: Meetings will be virtual. The figure shown in the Fee Estimate is a budget figure based on the project schedule at the time of the kickoff which schedules the design to be completed in spring/summer of 2025.
4. City 'red lines' will be organized in a single set of redline plans for GHD's use.
5. GHD's concept design will focus on the geometrics of the roundabout. The concept plan will be geometric approval drawings for city review and approval on one plan sheet focusing on the roadway and its pavement delineation.
6. We assume the city will route the plans through the various departments, such as the Building Department and the Planning Department as part of the individual reviews and that these departments will interact with city staff, providing one set of unified comments for GHD.
7. Lot Tie Agreement and Lot Line Adjustment efforts are excluded from this quote.
8. Legal description(s) and exhibit(s) will be prepared for real property but will not include utility dedications/easements.

9. The city will provide the Preliminary Title Reports for the parcels surrounding the project in accordance with our needs.
10. No effort is included for "hydrology and hydraulics". This project focuses on roadway reconfiguration matching existing grade to existing drainage facilities on site.
11. No cultural resources will be identified within the Project area.
12. This scope of work does not include recordation, test excavations, or formal evaluation of archaeological resources or historic-age elements of the built environment for eligibility to the CRHR or NRHP. If those services are required, a separate scope of work and cost estimate will be provided based on the level of effort needed.
13. This scope of work does not include consultation with Native American groups under Section 106 of the NHPA or Assembly Bill 52, or Section 106 consultation with the State Historic Preservation Officer (SHPO). If those services are required, a separate scope of work and cost estimate will be provided based on the level of effort needed.
14. City staff will lead public hearings on CEQA at the Planning Commission and/or the City Council.
15. City staff will complete the CEQA noticing to the Clearinghouse and locally for public review.
16. The project assumes the project will receive a CEQA exemption determination and NEPA categorical exclusion. Preparation of an Initial Study/Mitigated Negative Declaration is excluded, as it is not anticipated.
17. The city will prepare all notices for the CEQA document review and notices.
18. The 60% design document submittal will be based on two-dimensional geometry concept plan previously approved by the city. At 60% and further submittals we do not anticipate any geometric modifications and have budgeted effort accordingly.
19. The city will provide public outreach and community engagement coordination such as public notifications, scheduling and securing venue, assist with presenting. GHD will support with exhibits for the meetings and fielding technical questions.
20. Effort for rendering and exhibits as part of the public outreach and community engagement is a budget figure.

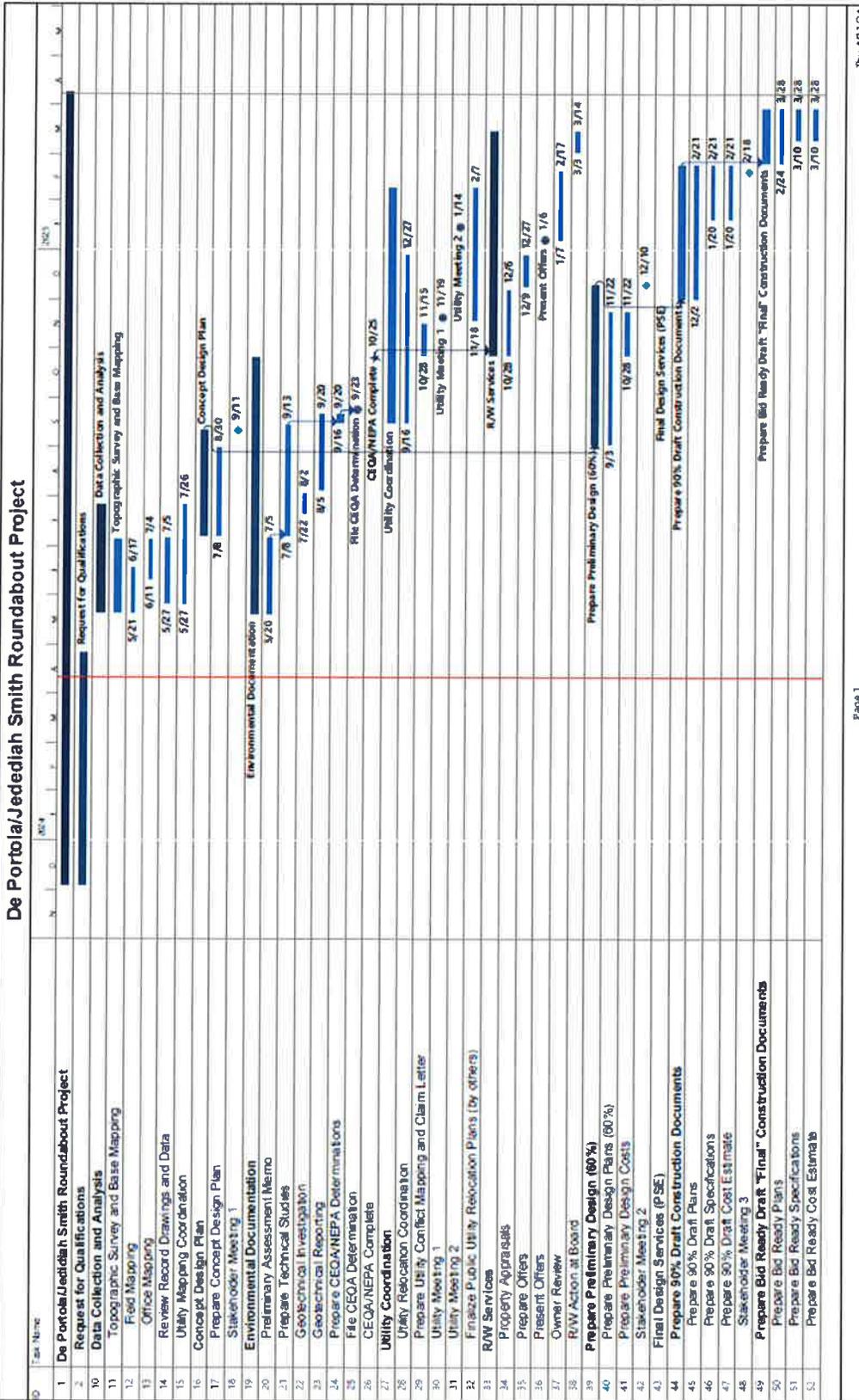
#### ROW & UTILITIES

21. Our right of way services assumes budgeting for 4 property actions. Additional properties will need additional budget.
22. The city will lead utility coordination to obtain mapping and relocations. GHD has effort budgeted for attending meetings for technical support and creation of a conflict map for city use.
23. Utility Relocation does not include design other than the city drainage infrastructure if necessary; we assume any other relocation work will be designed by others as a separate document to be referenced on the plan set and included in the specification.
24. We assume utilities are under franchise rights or similar rights where utility relocation costs are 100% on the subject utility owner. Any utility agreements necessary will be city task.

PSE

25. The project footprint is a well-traveled rural area where accommodations for landscaping is limited by availability of space. Therefore, we assume limited landscaping opportunities.
26. Project will be developed utilizing the City of Temecula, Greenbook and Caltrans current standards at the 60% submittal. No update to standards will be made following this submittal.
27. Electrical design for the RRFB will be solar with no points of electrical connection.
28. Specifications: Effort shown in the Fee Estimate is for GHD's work to create the "Technical Specification" with the city template (Greenbook-format contract) with associated appendices and combined with the city boilerplate. Effort for proofreading the city boilerplate, is not included.
29. We assume the project will be designed primarily within the standard plans and specifications or the city boiler plate technical specifications. Therefore, our technical specification effort is minimized.
30. Erosion control plans will not be included in the plans. The preparation of Storm water Pollution Protection Plan will be included as a construction contract item and is not part of the "design".
31. LID measures are excluded and will be offset on other city projects per NPDES MS4 Permit approved by the San Diego Regional Water Quality Control Board.
32. City will provide traffic handling and staged construction plan sheets.
33. Reproduction and scanning of the Construction Bid Documents will be performed by the city.
34. We assume the final PSE set will not have significant plan modifications beside sealing the documents by the engineer of record.
35. Design exceptions will be submitted to the State by the city, if applicable.
36. Hazardous material remediation for contaminated soils, if present, is excluded.
37. The City contract mentions they will, provide reimbursement for reasonable pre-approved travel including airfare and hotel reimbursement only. Proponents submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels) shall be reimbursed at direct cost. These costs are budgeted in the fee as other direct costs.
38. Fees Schedule: Our fee schedule is based on a project design of 12 to 16 months.

## De Portola/Jedediah Smith Roundabout Project



# EXHIBIT B

## Payment Rates and Schedule

Cost for services shall be as per Contractors proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$600,020.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

Description	Project Director	QA/QC	Technical Advisor	Project Manager	APM/Design Lead	
	Jay Walter	Lindsey Van Parys	Ron Boyle	Thomas Contr	Brittany Zambrano	
	\$284.1	\$299.0	\$419.9	\$231.8	\$214.1	
<b>Task1</b>	<b>Project Management</b>	<b>22</b>	<b>22</b>	<b>2</b>	<b>140</b>	<b>100</b>
	Project Management	4	2		48	8
	Project Meetings	18	8	2	60	60
	Stakeholder Outreach		12		32	32
<b>Task2</b>	<b>Utility Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>10</b>
	Utility Coordination				4	4
	Utility Meetings				6	6
<b>Task3</b>	<b>Topographic Survey</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>
	Topographic Survey Field				2	2
	Topographic Survey Office					
<b>Task4</b>	<b>Concept Plans</b>	<b>0</b>	<b>12</b>	<b>8</b>	<b>16</b>	<b>24</b>
	Concept Design		12	8	16	24
<b>Task5</b>	<b>Environmental Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>6</b>
	Preliminary CEQA/NEPA Assessment					
	Technical Studies				4	4
	CEQA Documentation					
	NEPA HUD Documentation				2	2
<b>Task6</b>	<b>Geotechnical Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>
	Geotechnical Services				4	4
<b>Task7</b>	<b>Drainage</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>12</b>
	Drainage		4		4	12
<b>Task8</b>	<b>Right of Way Study</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>16</b>
	Right of Way Exhibits				8	8
	Right of Way Services				8	8
<b>Task9</b>	<b>Engineering Design Plans</b>	<b>3</b>	<b>18</b>	<b>10</b>	<b>78</b>	<b>112</b>
	Engineering Design 60%	2	10	6	42	50
	Engineering Design 90%	1	8	4	24	42
	Engineering Design Final				12	20
<b>Task10</b>	<b>Specifications and Costs Estimates</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>38</b>
	Cost Estimate 60%				8	12
	Cost Estimate 90%				4	8
	Cost Estimate Final				2	2
	Specifications 90%				12	12
	Specifications Final				4	4
	Other Direct Costs	0	0	0	0	0
<b>Total Labor Hours</b>		<b>25</b>	<b>56</b>	<b>20</b>	<b>306</b>	<b>324</b>
<b>Estimated Project Total</b>		<b>\$7,103</b>	<b>\$16,746</b>	<b>\$8,397</b>	<b>\$70,922</b>	<b>\$69,359</b>

Traffic Lead	Traffic Support	Outreach Lead	Outreach Support	Landscape Lead	Landscape Support	Landscape Support	Environmental Lead
<i>Frank Penry</i>	<i>Kiera Bryant</i>	<i>Meha Bola</i>	<i>Amanda Bomar</i>	<i>Lucas Piper</i>	<i>Tyler Burkart</i>	<i>Laura Goller</i>	<i>Charles Smith</i>
\$295.9	\$129	\$257	\$117	\$217	\$139	\$115	\$338
8	0	40	60	28	50	24	32
4				8			16
4		8		4			16
		32	60	16	50	24	
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	12	24	0	0
				12	24		
2	0	0	0	0	0	0	32
2							4
							8
							4
							16
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
12	96	0	0	26	80	0	0
6	48			12	40		
4	32			8	32		
2	16			6	8		
7	34	0	0	16	36	0	0
2	10			4	12		
1	6			4	8		
1	3			2	2		
2	12			4	12		
1	3			2	2		
0	0	0	0	0	0	0	0
29	130	40	60	82	190	24	64
\$8,580	\$16,718	\$10,287	\$7,016	\$17,778	\$26,420	\$2,763	\$21,627

QA/QC	CEQA/NEPA	Traffic	CEQA/NEPA	Staff Engineer	Staff Engineer	Project Coordinator
<i>Brian Baccianni</i>	<i>Nicole Greenburg</i>	<i>Todd Tregenza</i>	<i>Ryder Burliss</i>			
\$212	\$217	\$264	\$101	\$135	\$125	\$162
4	24	0	0	0	0	48
	12					48
4	12					
0	0	0	0	8	16	0
				8	16	
0	0	0	0	20	16	0
				12	8	
				8	8	
0	0	0	0	42	60	0
				42	60	
22	148	68	52	0	0	0
4	28		16			
8	20	68	8			
2	20		8			
8	80		20			
0	0	0	0	0	0	0
0	0	0	0	16	32	0
				16	32	
0	0	0	0	0	0	0
0	0	0	0	188	260	0
				92	142	
				64	76	
				32	42	
0	0	0	0	66	56	0
				14	20	
				8	12	
				4	8	
				28	16	
				12		
0	0	0	0	0	0	0
26	172	68	52	340	440	48
\$5,521	\$37,291	\$17,942	\$5,256	\$45,900	\$55,000	\$7,758

Total Hours	Labor Total	Bargas	Cal Vada	I&R	Monument	Parikh	Estimated Project Total
<b>604</b>	<b>\$127,605</b>	\$0	\$0	\$0	\$0	\$0	<b>\$127,605</b>
150	\$33,257						\$33,257
196	\$48,062						\$48,062
258	\$46,286						\$46,286
<b>44</b>	<b>\$7,538</b>	\$0	\$0	\$0	\$0	\$0	<b>\$7,538</b>
32	\$4,863						\$4,863
12	\$2,675						\$2,675
<b>40</b>	<b>\$5,592</b>	\$0	<b>\$20,700</b>	\$0	\$0	\$0	<b>\$26,292</b>
20	\$2,620		\$20,700				\$23,320
20	\$2,972						\$2,972
<b>198</b>	<b>\$34,902</b>	\$0	\$0	\$0	\$0	\$0	<b>\$34,902</b>
198	\$34,902						\$34,902
<b>336</b>	<b>\$74,038</b>	<b>\$19,220</b>	\$0	<b>\$17,750</b>	\$0	\$0	<b>\$111,008</b>
52	\$9,889						\$9,889
122	\$29,864	\$19,220		\$17,750			\$66,834
34	\$6,921						\$6,921
128	\$27,363						\$27,363
<b>8</b>	<b>\$1,783</b>	\$0	\$0	\$0	\$0	<b>\$18,265</b>	<b>\$20,048</b>
8	\$1,783					\$18,265	\$20,048
<b>68</b>	<b>\$10,852</b>	\$0	\$0	\$0	\$0	\$0	<b>\$10,852</b>
68	\$10,852						\$10,852
<b>32</b>	<b>\$7,133</b>	0	<b>\$13,200</b>	0	<b>\$44,500</b>	0	<b>\$64,833</b>
16	\$3,567		\$13,200				\$16,767
16	\$3,567				\$44,500		\$48,067
<b>883</b>	<b>\$143,025</b>	0	0	0	0	0	<b>\$143,025</b>
450	\$72,797						\$72,797
295	\$48,532						\$48,532
138	\$21,695						\$21,695
<b>283</b>	<b>\$45,916</b>	0	0	0	0	0	<b>\$45,916</b>
82	\$13,227						\$13,227
51	\$8,267						\$8,267
24	\$3,825						\$3,825
98	\$15,801						\$15,801
28	\$4,797						\$4,797
0	0	0	0	0	0	0	<b>\$8,000</b>
							\$8,000
<b>2496</b>	<b>\$458,385</b>	<b>\$19,220</b>	<b>\$33,900</b>	<b>\$17,750</b>	<b>\$44,500</b>	<b>\$18,265</b>	<b>\$600,020</b>