

## AGREEMENT FOR CONSULTANT SERVICES BETWEEN

### CITY OF TEMECULA AND MARK THOMAS & COMPANY, INC.

#### PW19-02 I-15 CONGESTION RELIEF

**THIS AGREEMENT** is made and effective as of **October 10, 2023**, between the **City of Temecula**, a municipal corporation hereinafter referred to as "City"), and **Mark Thomas & Company, 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 **October 10, 2023**, and shall remain and continue in effect until tasks described herein are completed, 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 faithfully and competently exercise the ordinary skill and competence of members of their profession. **Consultant** shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of **Consultant** hereunder in meeting its obligations under this Agreement.

#### 4. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

## 5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

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

## 6. PAYMENT

a. The City agrees to pay **Consultant** monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Hundred Thousand Dollars and No Cents (\$100,000.00)** for the total term of this agreement unless additional payment is approved as provided in 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** fees, it shall give written notice to **Consultant** within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement **Consultant** shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

## 7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the **Consultant** at least ten (10) days prior written notice. Upon receipt of said notice, the **Consultant** shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

## **8. DEFAULT OF CONSULTANT**

a. The **Consultant** failure to comply with the provisions of this Agreement shall constitute a default. In the event that **Consultant** is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating **Consultant** for any work performed after the date of default and can terminate this Agreement immediately by written notice to the **Consultant**. If such failure by the **Consultant** to make progress in the performance of work hereunder arises out of causes beyond the **Consultant's** control, and without fault or negligence of the **Consultant**, it shall not be considered a default.

b. If the City Manager or his delegate determines that the **Consultant** is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the **Consultant** with written notice of the default. The **Consultant** shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the **Consultant** fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **9. OWNERSHIP OF DOCUMENTS**

a. **Consultant** shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. **Consultant** shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. **Consultant** shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the **Consultant**. With respect to computer files containing data generated for the work, **Consultant** shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

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

## **10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND**

a. Indemnity for Design Professional Services. In the connection with its design professional services, **Consultant** shall hold harmless and indemnify City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their elected officials, officers, employees, servants, designated volunteers, and those City agents

servicing as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of **Consultant** or any of its officers, employees, sub-contractors, or agents in the performance of its professional services under this Agreement.

b. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 10.a. above, **Consultant** shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of **Consultant** or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. **Consultant** shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. **Consultant** duty to defend pursuant to this Section 10.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees."

## 11. INSURANCE REQUIREMENTS

**Consultant** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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 of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

ii. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the **Consultant** owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iii. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the **Consultant** has no employees while performing under this Agreement, worker's compensation insurance is not required, but **Consultant** shall execute a declaration that it has no employees.

iv. Professional Liability Insurance shall be written on a policy form providing professional liability for the **Consultant's** profession.

b. Minimum Limits of Insurance. **Consultant** shall maintain limits no less than:

1. General Liability: Two Million (\$2,000,000) 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.

2. Automobile Liability: One Million (\$1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4. Professional Liability Coverage: One million (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability 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 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

e. Acceptability of Insurers. Insurance is to 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.

f. Verification of Coverage. **Consultant** shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the **Consultant's** insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## 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: Bo Burick, Senior Project Mgr & Associate**  
**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** 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 & 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: \_\_\_\_\_  
**Zak Schwank, Mayor**

By:  \_\_\_\_\_  
**Darin Johnson**  
**Associate Principal + Division Manager**

**ATTEST:**

By: \_\_\_\_\_  
**RANDI JOHL, CITY CLERK**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**Consultant**  
**Mark Thomas & Company, Inc.**  
**Bo Burick, Senior Project Mgr & Associate**  
**2121 Alton Parkway, Suite 210**  
**Irvine, CA 92606**  
**949-677-7348**  
**bburick@markthomas.com**

**City Purchasing Mgr.**  
**Initials and Date:**

# EXHIBIT A

## SCOPE OF WORK

### ENGINEERING & CONSTRUCTION SUPPORT SERVICES

#### GENERAL

Mark Thomas & Company (MT) is the Engineer of Record for the Interstate 15 Congestion Relief Project, Caltrans EA 08-1K402, PN 0820000074 (Project). The City of Temecula (City) will act as the contract administrator with overall responsibility for all coordination with contractor, construction management consultant, and Caltrans. This scope of work outlines the individual tasks required for MT to provide the following services as requested by the City:

- Engineering and Construction Support Services for the duration of bidding, construction, and closeout.
- Preparation of as-built plans post construction.

The listed activities will be performed on a time and materials basis at the direction of the City or its delegate. A narrative of the activities performed will be included in the monthly invoices. The proposal assumes a bidding duration of (3) months, construction duration of (12) months, and closeout duration of (3) months. The following subconsultants will/may be engaged during construction activities: Earth Mechanics, Fehr&Peers, and ICF.

#### SCOPE OF WORK

The following activities will be performed as called upon by the City or its delegate:

##### Pre-Construction Support

- Participate in pre-bid and pre-construction meetings.
- Assist in addressing Requests for Information (RFIs) and preparation of addenda. If any items requiring interpretation of the construction documents prepared by MT are discovered during the bidding period, said items will be analyzed by MT for decision by the City as to the proper corrective procedure required. Corrective action will be in one of two forms: 1) addendum prepared by MT and issued by the City during bidding, or 2) Construction Change Order (CCO) issued after award of the construction contract. While the Project is being advertised for bids, all questions concerning intent will be referred to the City for resolution.
- Assist in bid review and analysis.

##### Construction Support

- Participate in progress/field meetings.
- Address technical questions related to the plans, specifications, and design intent.
- Address Requests for Information (RFIs).
- Assist in reviewing submittals such as shop drawings, samples of construction material, and product data as required in the construction documents. MT's review and action shall only be for conformance with the design concept of the Project and with the information given in the construction documents. MT's review of any Contractor prepared drawings shall not relieve the Contractor from their sole responsibility for dimensions, quantities, calculations, weights, fabrication processes, construction means and methods, and coordination of trades or safety factors related to

construction.

- Assist in reviewing/preparation CCOs including engineering analysis. MT's review and action shall be for conformance with the design concept of the Project and with appropriate construction specifications and details.
- Provide adjustments and revisions to design, based upon unanticipated and/or unknown field conditions encountered during the course of construction.

#### Post-Construction Support

- Prepare as-built plans at the conclusion of construction activities per Caltrans guidelines. Incorporate redline revisions as prepared by the Project Resident Engineer on the record set of drawings. The finalized electronic as-built record drawings will be prepared in the MicroStation format with a PDF version of the plan set.

#### **SCOPE EXCLUSIONS & ASSUMPTIONS**

- Right of Way Engineering services are not included.
- Utility coordination services are not included.
- The City, or its construction management consultant, will provide contract administration and construction inspection services.
- The City will continue to fulfill the role of project manager for the duration of construction and will coordinate interactions between MT and the construction management consultant.

# EXHIBIT B

## PAYMENT RATES AND SCHEDULE

### GENERAL

The tasks described in the Scope of Work (Exhibit A) will be performed on a time and materials basis at the direction of the City or its delegate. It is understood that the actual work effort is not known and will be a function of the extent of inquiries, changes, and clarifications that arise as a result of bidding and constructing the project. Actual cost shall not exceed the Total Fee without prior authorization from the City.

**Total Fee.....\$100,000.00**

# MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2024

## Engineering

Intern	\$55 - \$99
Technician	\$75 - \$151
Design Engineer I	\$97 - \$171
Design Engineer II	\$123 - \$207
Sr. Technician	\$130 - \$207
Civil Engineering Designer	\$130 - \$235
Project Engineer	\$162 - \$217
Sr. Project Engineer	\$181 - \$249
Sr. Technical Engineer	\$181 - \$249
Technical Lead	\$201 - \$296
Sr. Technical Lead	\$243 - \$371
Design Manager	\$327 - \$410
Engineering Manager	\$340 - \$396
Sr. Engineering Manager	\$363 - \$517

## Construction Management

Office Technician	\$71 - \$118
Office Engineer	\$123 - \$235
* Asst. Resident Engineer	\$178 - \$328
* Inspector - CM	\$138 - \$365
Project Controls/Scheduler	\$172 - \$324
Resident Engineer	\$233 - \$356
Sr. Resident Engineer	\$297 - \$397
Area Manager - CM	\$340 - \$517

## Planning

Planner I	\$91 - \$127
Planner II	\$100 - \$175
Sr. Planner	\$123 - \$207

## Landscape Architecture/Urban Design

Landscape Intern	\$55 - \$99
Landscape Designer I	\$87 - \$130
Landscape Designer II	\$107 - \$164
Landscape Architect	\$123 - \$221
Sr. Landscape Architect	\$133 - \$246

## Grant Writing

Funding Specialist	\$123 - \$242
Sr. Funding Specialist	\$168 - \$276
Funding Manager	\$285 - \$374

## Surveying

Survey Technician I-III	\$61 - \$185
Lead Survey Technician	\$132 - \$195
Survey Specialist I-III	\$113 - \$275
Asst. Surveyor I-III	\$113 - \$203
Project Surveyor I-III	\$168 - \$265
* Chief of Party	\$179 - \$260
* Instrumentperson	\$165 - \$232
* Chainperson	\$156 - \$219
* Apprentice	\$78 - \$175
* 2-Person Crew	\$275 - \$400
* 3 Person Crew	\$425 - \$500
* Utility Locator	\$141 - \$225
* 2-person Utility Locate	\$790 - \$450
Drone	\$250

## Project Management & Oversight

Project Manager	\$201 - \$296
Sr. Project Manager	\$243 - \$371
Survey Manager I-II	\$222 - \$321
Division Manager	\$275 - \$463
Principal	\$447 - \$535

## Project Support

Technical/Sr. Technical Writer	\$68 - \$200
Project/Sr. Project Assistant	\$78 - \$153
Project/Sr. Project Coordinator	\$107 - \$196
Graphic/Sr. Graphic Designer	\$113 - \$214
Project/Sr. Project Accountant	\$117 - \$207
Sr. Graphic Manager	\$162 - \$239
Project Accountant Manager	\$178 - \$249

## District Management

* Inspector - Apprentice	\$68 - \$121
* Inspector/Sr. Inspector	\$110 - \$178
Assistant/Associate Sanitary Engineer	\$156 - \$235
Sanitary/Sr. Sanitary Project Engineer	\$185 - \$321
Operations/Deputy District Manager	\$253 - \$385
District Manager-Engineer	\$356 - \$421

## Special Services

Expert Witness	\$494
Strategic Consulting	\$494

**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, 2024, rates are subject to escalation with new hourly rate schedule as of July 1, 2024*

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



## CERTIFICATION OF CORPORATE AUTHORITY

Mark Thomas

The undersigned, Matt Brogan, Secretary of Mark Thomas. (the "Company"), HEREBY CERTIFIES as follows:

He is the duly elected Secretary of the Company, a California corporation.

At a meeting of the Board of Directors of the Company on June 9<sup>th</sup> 2023, the following resolution was adopted:

RESOLVED: That certain individuals of this corporation, acting singly, be and hereby are authorized at any time and from time to time, to enter into contracts or other binding agreements (such as NDAs) for the provision of services by the Company as follows:

1. Russel Burgess (COO) is authorized up to the amount of \$500,000, or as delegated.
2. Brandon Benton (Associate, Division Manager) and Pat Sommerville (Associate, Division Manager) is authorized up to the amount of \$1,500,000, or as delegated.
3. Darin Johnson (Associate Principal, Division Manager) and Ben Porter (Associate Principal, Division Manager) are authorized up to the amount of \$1,500,000, or as delegated.
4. Ed Noriega (Associate Principal, Division Manager) and Jim Howells (CFO) are authorized up to the amount of \$3,000,000, or as delegated.
5. Matt Brogan (Principal, Vice President), Sasha Dansky (Principal, Vice President), Shawn O'Keefe (Principal, Vice President), and Matt Stringer (Principal, Vice President) are authorized up to the amount of \$10,000,000, or as delegated.
6. Zach Siviglia (Principal, President, CEO) is authorized up to the amount of \$15,000,000, or as delegated.
7. Any contract in excess of \$15,000,000 is subject to the review of the Board of Directors and will be signed by Zach Siviglia (Principal, President, CEO).

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect.

DATED June 9, 2023

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Matt Brogan, Secretary