

AGREEMENT FOR CONSULTANT SERVICES BETWEEN CITY OF TEMECULA AND KLEINFELDER CONSTRUCTION SERVICES, INC.

ON-CALL PUBLIC WORKS PROFESSIONAL SERVICES

THIS AGREEMENT is made and effective as of **July 28, 2026**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Kleinfelder Construction Services, 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 **July 28, 2026**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2031**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for (3) three additional (1) one year terms. In no event shall the contract be extended beyond **June 30, 2034**.

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 Statis-tical Area, using the most recently published month. Any such adjustment shall not exceed 4 percent and must be approved by the Director of the Public Works Department.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)** 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'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

A. Consultant acknowledges and agrees that the specific services and tasks described in Section 2 of this Agreement include a wide range of public works and infrastructure-related assignments, including program management, project management, construction management, inspection (e.g., compliance, subsurface investigation, and testing), utility coordination, grant compliance, schedule and budget management, constructability review, field coordination, and construction support services (e.g., claim analysis). Most of these services and tasks require that Consultant's employees and subcontractors be paid prevailing wages pursuant to Part 7. Public Works And Public Agencies, of Division 2, Employment Regulation And Supervision, of the California Labor Code commencing at Labor Code Section 1720 ("Prevailing Wage Law"). At such time as the City issues a Task Order to Consultant pursuant to Section 2 of this Agreement, Consultant shall comply with this Section and the Prevailing Wage Law as to each employee and subcontract that will be subject to the Prevailing Wage Law for such Task Order.

B. 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 the work 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-contractor hired, and shall pay the adopted prevailing wage rates as a minimum to the extent required by law. 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 such person or by any subcontractor under such person, in violation of the provisions of the Agreement. The Task Orders for a project, work, or service issued by the City pursuant to this Agreement will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

C. 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 of Consultant 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 its 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. [INTENTIONALLY DELETED]

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

8. DEFAULT OF CONSULTANT

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

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

9. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly

identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

10. INDEMNIFICATION

A. Indemnity for Professional Services. In connection with its professional services, Consultant shall hold harmless and indemnify City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers (collectively "Indemnitees"), with respect to any and all claims, demands, liabilities, losses, costs or expenses, including reimbursement of reasonable attorney fees and costs of defense (collectively "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property arising out of the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employee, sub-consultants, or agents in the performance or their professional services under this Agreement, except for such Claims arising from the negligence or willful misconduct of the Indemnities, as determined by final arbitration or court decision or by the agreement of the parties. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault as provided in California Civil Code 2782.8.

B. Other Indemnities. In connection with any and all Claims not covered by subsection A. of this section. above, and arising out of Consultant's physical activities and operations in connection with its performance of this Agreement other than its performance of professional services, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Claims, 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 to acts or omissions of Consultant or any of its officers, employees, subcontractor, or agents in their physical activities and operations in the performance of this Agreement, except for such Claims arising from the negligence or willful misconduct of the Indemnities, as determined by final arbitration or court decision or by the agreement of the parties.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Consultant, its agents, representatives, employees, or subcontractors.

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

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every Consultant will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, 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.

4) Professional Liability (Errors and Omissions): 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 insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers,

officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Kleinfelder Construction Services, Inc.
Greg Gomez, Project Manager
5761 Copley Drive, Suite 100
San Diego, CA 92111

16. ASSIGNMENT; CONSULTANT WORK WITH ITS EMPLOYEES; SUBCONTRACTS

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. Consultant shall perform all work under this agreement with its own employees unless City Manager approves in writing a subcontractor prior to start of subcontractor's work. Consultant shall not retain independent contractors to perform work for it under this Agreement. 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

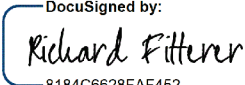
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized 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

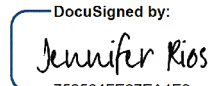
KLEINFELDER CONSTRUCTION SERVICES, INC.

By: _____
Jessica Alexander, Mayor

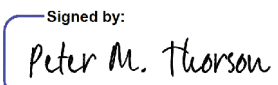
By:  _____
Richard Fitterer, Vice President/ Area Manager

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Jennifer Rios, Assistant Secretary

APPROVED AS TO FORM:

By:  _____
Peter M. Thorson, City Attorney

CONSULTANT

Kleinfelder Construction Services, Inc.
Greg Gomez, Project Manager
5761 Copley Drive, Suite 100
San Diego, CA 92111
858-223-8468
gsgomez@kleinfelder.com

Risk Mgmt. _____

EXHIBIT A

Tasks to be Performed

The specific elements of this service include a wide range of public works and infrastructure-related assignments, including program management, project management, construction management, inspection (e.g., compliance, subsurface investigation, and testing), utility coordination, grant compliance, schedule and budget management, constructability review, field coordination, and construction support services (e.g., claim analysis).

When a project-specific need arises, City staff will prepare a scope of work and request a proposal from one or more of the selected consultants. Upon approval of the scope and fee, funding for the work will be allocated from the approved CIP project budget or applicable operating budget supporting the project.

The City generally intends to assign work tasks and project opportunities on a rotational basis among the selected on-call consultants. The rotation process gives everyone a fair chance to participate while allowing the City to consider factors such as consultant expertise, specialized experience, current workload, project schedule, responsiveness, past performance, and the specific needs or complexities of a project. Accordingly, the City reserves the discretion to assign work outside of the rotation when it determines that a particular consultant's qualifications or experience are better suited for a specific assignment or when project needs otherwise warrant.

Unless specified otherwise for each Task Order, the general roles and responsibilities are as follows:

City POC (Principal CE/Assistant Director)	Holds final accountability on all tasks. Sets direction, approves deliverables, authorizes expenditures, and serves as the City's single point of authority throughout the project lifecycle.
Consultant PM	Performs day-to-day project management work under City PM direction: manages subconsultants and contractors, prepares reports and documents, tracks schedule and budget, and coordinates with agencies and stakeholders.
City Management (Director)	Provides executive oversight, approves change orders and scope changes beyond the City POC's authority, and receives escalations on risk and policy matters.
Finance / Sr Management Analyst	Responsible for grant reimbursements and funding agency compliance; consulted on budget tracking and invoice processing, and RoW acquisition.

In short, the Consultant will typically manage day-to-day project tasks, allowing City staff to focus on policy, accountability, and stakeholder engagement.

All deliverables, correspondence, and project records are filed in the Consultant's document management system and VPM (unless another platform is cleared for use) and remain City property upon contract closeout.

All tasks to be performed as described in the proposal and presentations provided during the procurement process, which are attached to and included as part of this agreement.

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be based on the Consultant's proposed rate schedules attached hereto and incorporated herein by reference as though fully set forth.

- A. Under no circumstances shall the total cost of services exceed \$1,000,000.00 for the entire term of the Agreement unless additional compensation is approved in accordance with the Payment section of this Agreement.
- B. The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.
- C. The Consultant shall not be entitled to other fees or expenses that exceed the amounts specified in the Payment Rates and Schedule unless authorized in advance by the City.
- D. The Consultant shall be reimbursed for authorized Other Direct Costs incurred in performance of the Services at actual cost without markup, unless otherwise approved in writing by the City. Reimbursable expenses shall be supported by invoices, receipts, mileage logs, or other documentation acceptable to the City. Acceptable expense category examples include mileage, travel, printing/reproduction, shipping/courier, permits/fees/testing costs, and project-specific materials/supplies.
- E. The Consultant shall be reimbursed for actual costs of authorized Subconsultants, including overtime costs when such overtime is required by applicable law, regulation, or collective bargaining agreement, and when properly incurred in the performance of the Services. No markup allowed on the subconsultants expenses.
- F. Labor overtime is authorized when required by law
- G. Beginning with the fiscal year following the first anniversary of the contract award, the Consultant may request an adjustment to the payment rates and payment schedule at the start of each fiscal year based on the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Riverside–San Bernardino–Ontario Core Based Statistical Area, using the most recently published index. Any requested adjustment shall not exceed four percent (4%) and shall be subject to the City's prior written approval.



FEE SCHEDULE

City of Temecula
On-call Public Works Professional Services (RFP No. 311)

<u>Name</u>	<u>Role</u>	<u>Year 1</u>
Greg Gomez, PE, QSP, CISEC	Contract/Project Manager	\$ 250
Michalle Beringhaus, CCM, PMP	Task Order Manager	\$ 220
Lisa Adams, PE	Lead Project Manager	\$ 209
Mark Ban	Project Manager	\$ 201
Dave Toschak, PE	Project Manager	\$ 261
Hossein Azar, PE	Project Manager/Constructability Reviewer	\$ 197
Hank Gentile, PE	Constructability Reviewer	\$ 302
Duff Joseph, PE	Constructability Reviewer	\$ 283
Keith Young, PE	Constructability Reviewer	\$ 250
Mark Plotnikeiwicz, PE, QSD	Constructability Reviewer	\$ 276

Note: Annual rate adjustments shall be in accordance with Section 1, Paragraph 3 of the Agreement.

Signed By:

March 5, 2026

Signature

Date

Rich Fitterer, PE - Area Manager/Vice President

Name and Title