

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND CASC ENGINEERING & CONSULTING, INC.**

ENGINEERING, SURVEY, AND ENVIRONMENTAL SERVICES

THIS AGREEMENT is made and effective as of **July 23, 2019**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **CASC Engineering & Consulting 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 23, 2019**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, 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 at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, 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 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>. 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 **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, each fiscal year , **for a total Agreement amount of One Million Dollars and Zero Cents (\$1,000,000.00)** 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.

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

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert

witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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:

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

2) 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.

3) 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.

4) 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: One Million Dollars (\$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.

2) Automobile Liability: One Million Dollars (\$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 Dollars (\$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; 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's insurance coverage shall be primary insurance as respects the City of Temecula, 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 the Successor Agency to 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 in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

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: CASC Engineering & Consulting, Inc.
Attn: Jeff Endicott, Vice President
27710 Jefferson Avenue, Suite 105
Temecula, CA 92590

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

CASC Engineering & Consulting, 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 S. Naggar, Mayor

By: _____
Richard J. Sidor, P.E., President

ATTEST:

By: _____
Randi Johl, City Clerk

By: Michelle E. Furlong
Michelle E. Furlong, Secretary/Treasurer

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

CASC Engineering & Consulting, Inc.
Attn: Jeff Endicott, Engineering Manager
1470 E. Cooley Drive
Colton, CA 92324-3933
(855) 383-0101 x5380 (Toll Free)
(909) 835-7537 Cell
(909) 783-0108 Fax
jendicott@cascinc.com

PM Initials	<u>JE</u>
Date:	<u>7/3/19</u>

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

- Research Existing Survey Data, such as Maps, Records of Survey, Monument Ties, and Benchmarks
- Locate Existing Monuments
- Perform Boundary and Control Surveys
- Prepare Legal Descriptions and Plat Maps for Right-of-Way Acquisition
- Perform Aerial Mapping and Topographic Surveys
- Establish and Verify Horizontal and Vertical Control
- Locate Horizontally to 0.1+ feet all Existing Facilities
- Perform Field Surveying for Project Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including perform the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

CASC ENGINEERING AND CONSULTING RATE SCHEDULE

Civil and Environmental Engineering/Consulting

President/Principal Engineer	\$250
Sr. Director	\$220
Director	\$205
Program Manager/ Technical Specialist	\$195
Senior Project Manager/ Senior Engineer IV/Senior Scientist IV	\$180
Project Manager III/Senior Engineer III/ Senior Scientist III	\$170
Project Manager II/Senior Engineer II/ Senior Scientist II	\$160
Project Manager I/Senior Engineer I/ Senior Scientist I	\$155
Assistant Project Manager/ Senior Environmental Analyst	\$150
Project Engineer/ Environmental Analyst III/ Scientist III	\$145
Senior Designer II/ Environmental Analyst II/ Scientist II	\$140
Senior Designer I /Environmental Analyst I/ Scientist I	\$135
Design Engineer II	\$125
Design Engineer I	\$118
Designer II/ Staff Analyst II	\$113
Designer I/ Staff Analyst I	\$108
CADD Drafter/Project Analyst III	\$95
Staff Assistant II/Project Analyst II	\$90
Staff Assistant I/Project Analyst I	\$85

Planning and Environmental

Planning Director	\$195
Senior Project Manager	\$170
Senior Biologist	\$165
Project Manager II	\$160
Project Manager I	\$155
Senior Planner II/Biologist II	\$130
Senior Planner I/Biologist I	\$118
Associate Planner II/GIS Specialist II	\$108
Associate Planner I/GIS Specialist I	\$98
Construction Monitor	\$87-108

Clerical

Project Coordinator/Clerical III	\$88
Project Coordinator/Clerical II	\$83
Project Coordinator/Clerical I	\$78

REIMBURSABLE EXPENSES:

The following expenses will be billed at cost plus 15% unless otherwise noted:

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: \$0.08 / \$0.90 for 8.5 X 11 and \$0.20 / \$1.20 for 11 X 17.

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at \$48.00 per hour plus \$0.66 per mile round trip, with no additional markup.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup and survey crews will be billed at **\$50 per hour, per 2-man crew.**

Per Diem: Per diem for meals for overnight stays will be billed at Caltrans current state rates.

NOTES:

Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher plus a multiplier of approximately 2.3 to 2.8 for overhead and profit. The Prevailing Wage rate shall be based upon the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed. Please contact CASC for specific project prevailing wage rates.

Waiver of Subrogation: When a Waiver of Subrogation for Workman's Compensation Insurance is required by the Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250 per year.

Litigation Support and Expert Witness shall be at 2.0 times the above noted hourly rates.

Annual Increase in rate: CASC will increase their rates annually, usually at the beginning of a calendar year. A new fee rate schedule will be provided.

Landscape Architectures

Licensed Landscape Architect	\$165
Senior Landscape Designer	\$140
Associate Landscape Designer	\$118
Assistant Landscape Designer	\$98

Construction Management

Resident Engineer	\$155
Field Inspector III	\$130
Field Inspector II	\$115
Field Inspector I	\$105

Surveying and Mapping

Licensed Surveyor/ Director	\$195
Senior Survey Project Manager	\$165
Senior Survey Analyst	\$140
Senior Calculator	\$130
Calculator II	\$118
Calculator I	\$108
Survey Analyst II	\$98
Survey Analyst I	\$88
Technical Aide	\$83

Field Survey Crews

Three Person Survey/GPS Crew	\$245
Two Person Survey/GPS Crew	\$210
One Person Survey/GPS Crew	\$199

**CORPORATE RESOLUTION
CASC ENGINEERING AND CONSULTING, INC.**

January 1, 2017

This statement certifies that at a meeting of the Board of Directors for CASC Engineering and Consulting, Inc. held in accordance with its charter and by-laws on the date at which a quorum was at all times present and acting, the attached resolutions were duly adopted, that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions if the charter or by-laws of said Corporation.

Resolved that:

Name: Richard J. Sidor

Title: President/CFO


Name: Michelle E. Furlong

Title: Secretary/Treasurer

Each of them or such other person as this corporation may designate from time to time either in writing or by their apparent authority be and hereby are authorized to execute Agreements on behalf of CASC Engineering and Consulting, Inc.

I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Corporation has the power under its Charter and by-laws and applicable laws to take the action set forth in and contemplated by the foregoing resolutions.

I do further certify that each of the following has been duly elected and is now legally holding the office set above.

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND DAVID EVANS AND ASSOCIATES, INC.**

ENGINEERING, SURVEY, AND ENVIRONMENTAL SERVICES

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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>. 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 **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, each fiscal year, **for a total Agreement amount of One Million Dollars and Zero Cents (\$1,000,000.00)** 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.

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

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert

witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) 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.

3) 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.

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

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

1) 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.

2) Automobile Liability: One Million (\$1,000,000) 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 Dollars (\$1,000,000) per claim and in aggregate.

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

c. 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; 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's insurance coverage shall be primary insurance as respects the City of Temecula, 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 the Successor Agency to 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 in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

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.

d. 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.

e. 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: David Evans and Associates, Inc.
Attn: Gavin Powell, P.E., LEED AP
41951 Remington Avenue, Suite 220
Temecula, CA 92590

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

DAVID EVANS AND ASSOCIATES, 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 S. Naggar, Mayor

By:  _____

Gavin Powell, Project Manager / Associate

ATTEST:

By: _____

Randi Johl, City Clerk

By:  _____

Mark Miner, Vice President

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONSULTANT

David Evans and Associates, Inc.

Attn: Gavin Powell, P.E., LEED AP

41951 Remington Avenue, Suite 220

Temecula, CA 92590

951.294.9346

gpowell@deainc.com

PM Initials: 

Date: 7-10-19

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

- Research Existing Survey Data, such as Maps, Records of Survey, Monument Ties, and Benchmarks
- Locate Existing Monuments
- Perform Boundary and Control Surveys
- Prepare Legal Descriptions and Plat Maps for Right-of-Way Acquisition
- Perform Aerial Mapping and Topographic Surveys
- Establish and Verify Horizontal and Vertical Control
- Locate Horizontally to 0.1+ feet all Existing Facilities
- Perform Field Surveying for Project Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including perform the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

Price

DEA Rate Schedule



DAVID EVANS
AND ASSOCIATES INC.

Schedule of Hourly Billing Rates

Rates Effective through June 30, 2020*

Office Staff:

Principal	\$225.00
Project Manager and Survey Manager	\$200.00
Professional Engineer	\$170.00
Professional Land Surveyor	\$170.00
Professional Landscape Architect	\$170.00
Professional Planner	\$170.00
Senior Civil Designer, Survey Analyst and Landscape Designer	\$160.00
Civil Designer and Survey Analyst	\$145.00
Landscape Designer / Irrigation Designer / Irrigation Auditor	\$127.00
Land/Environmental Planner	\$127.00
CADD Designer	\$115.00
CADD Drafter	\$105.00
Project Assistant	\$100.00
Administrative / Clerical	\$100.00

Note: Authorized overtime will be charged at 1.5 times the above rate.

Field Staff:

1-Person Survey Crew	\$160.00
2-Person Survey Crew	\$280.00
3-Person Survey Crew	\$400.00

Note: Per union agreement, there is a 4-, 6- and 8-hour minimum charge for field survey work. Fees for field survey work will be increased yearly on October 1, as granted under the current IUOE Local #12 Master Labor Agreement.

Reimbursable Expenses:

Client shall pay the costs, plus 15%, for any applicable governmental fees, title company charges, subconsultant fees, outside vendor reproduction costs, in-house reproduction costs, mileage, and delivery or messenger services incurred on Client's behalf.

*rates subject to annual increase estimated at 3%

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA, INC.**

ENGINEERING, SURVEY, AND ENVIRONMENTAL SERVICES

THIS AGREEMENT is made and effective as of **July 23, 2019** between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Engineering Resources of Southern California, 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 23, 2019** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, 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 at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, 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 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>. 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 **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, each fiscal year, **for a total Agreement amount of One Million Dollars and Zero Cents (\$1,000,000.00)** 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.

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

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert

witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) 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.

3) 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.

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

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

1) 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.

2) Automobile Liability: One Million (\$1,000,000) 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 Dollars (\$1,000,000) per claim and in aggregate.

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

c. 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; 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's insurance coverage shall be primary insurance as respects the City of Temecula, 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 the Successor Agency to 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 in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

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.

d. 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.

e. 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: Engineering Resources of Southern California, Inc.
Attn: John Brudin
1861 W. Redlands Blvd.
Redlands, CA 92373

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

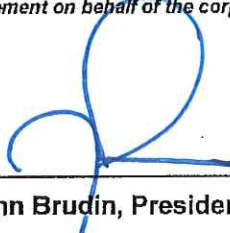
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized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

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, 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 S. Naggar, Mayor

By: _____
John Brudin, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Ronald Worthington, Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Engineering Resources of Southern California, Inc.

Attn: John Brudin

1861 W. Redlands Blvd.

Redlands CA 92373

(909) 890-1255


PM Initials: 
Date: 7/3/19

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

- Research Existing Survey Data, such as Maps, Records of Survey, Monument Ties, and Benchmarks
- Locate Existing Monuments
- Perform Boundary and Control Surveys
- Prepare Legal Descriptions and Plat Maps for Right-of-Way Acquisition
- Perform Aerial Mapping and Topographic Surveys
- Establish and Verify Horizontal and Vertical Control
- Locate Horizontally to 0.1+ feet all Existing Facilities
- Perform Field Surveying for Project Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including perform the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



Engineering Resources of Southern California, Inc.

41593 Winchester Rd. Ste. 211
Temecula, CA 92590
951/765-6622
info@erscinc.com
www.erscinc.com

May 23rd, 2019

Patrick Thomas, PE
Director of Public Works/City Engineer
City of Temecula
41000 Main Street
Temecula, CA 92590

RE: Hourly Rates and Fees - Engineering, Survey, and Environmental Services

Dear Mr. Thomas and Evaluation Committee Members,

Engineering Resources of Southern California (ERSC) is pleased to have the opportunity to submit qualifications to the City of Temecula as a qualified, experienced consultant to provide Engineering, Survey, and Environmental Services.

The ERSC Teams' Hourly Rates and Fees are included herein for the City's consideration.

We look forward to the opportunity to work with the City of Temecula and thank you for the opportunity to submit a proposal. If you have any questions, or require additional information, please contact Steven Latino at slatino@erscinc.com or 909/890-1255 x108.

Respectfully Submitted,

John M. Brudin, PE
President - Principal-In-Charge

Steven Latino, PE, TE
Sr. Principal Engineer - Project Manager

ERSC Billing Rates



SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2019

Principals/Engineers/Engineering Associates		Surveyors/Administration/Aides	
Principal/President.....	\$220.00	Principal Surveyor.....	\$149.00
Vice President.....	195.00	Senior Surveyor	127.00
Senior Principal Engineer	190.00		
Principal Engineer.....	185.00	Admin. Services Manager.....	\$71.00
		Admin. Asst. II.....	64.00
		Admin Asst. I	58.00
Engineer V	140.00		
Engineer IV	125.00	Principal Engineering Associate...	\$175.00
Engineer III	110.00	Senior Engineering Associate.....	150.00
Engineer II	97.00	Engineering Associate III.....	126.00
Engineer I	82.00	Engineering Associate II.....	100.00
		Engineering Associate I.....	82.00
Construction Manager		\$140.00	
Resident Engineer		\$185.00	
Senior Construction Inspector		\$115.00	
Construction Inspector.....		\$110.00	
Mileage		\$0.65 mile	
Direct Cost.....		Cost + 20%	

Testimony under oath will be billed at \$350 per hour
with a four (4) hour minimum

MCKENNA LANIER PROJECT TEAM

FEE SCHEDULE

MCKENNA LANIER GROUP, INC.

Professional Rates Valid for Five-Years
Company hourly rates:

POSITION	RATE/HR
PRESIDENT/PRINCIPAL	\$ 150.00
PLANNING MANAGER	\$ 150.00
PROJECT MANAGER.....	\$ 140.00
SENIOR ASSOCIATE/SENIOR PLANNER	\$ 110.00
SENIOR FINANCIAL ANALYST	\$ 100.00
ASSOCIATE/ASSOCIATE PLANNER	\$ 95.00
ASSISTANT/ASSISTANT PLANNER	\$ 85.00
GIS/GRAPHICS	\$ 75.00
ADMINISTRATIVE ASSISTANT	\$ 65.00

EXPENSES

Direct Cost Printing, Reproduction, Blue Printing, Photo, Overnight Deliveries,

Auto Mileage Current IRS Rate

Subconsultant No Fee When Subconsultant is Part of Environmental Team and Preparing Studies/Surveys to support Environmental Document Preparation/ Cost Plus 3% for Pass Through Management Fee



City of Temecula RFP No. 235
FEE SCHEDULE (2019 - 2024)

PROFESSIONAL SERVICES:

Principal
Project/Survey Manager
Project Surveyor
Survey Technician/Drafter
Clerical/Administration/Technical Aide
Expert Witness (4-hour minimum)

HOURLY RATE:

\$212.00
\$196.00
\$181.00
\$143.00
\$ 80.00
\$372.00

Survey Crew (1-man w/truck)
Survey Crew (2 persons)
Survey Crew Equipment (3 persons)

\$202.00
\$303.00
\$441.00

REIMBURSABLES:

RATE:

Supplies, Reproduction, Rental of Special Equipment
Subconsultants

Cost + 5%
Cost + 5%

Note: Government Agencies and/or private landowner fees, map filings, research materials, etc. are extra to contract costs.

A minimum of 4 survey hours per day will be charged for field crews.

Over-time will be charged at 1.35 times the regular rate.
Double-time will be charged at 2.0 times the regular rate.
Sunday time will be charged at 2.0 times the regular rate.
Holiday time will be charged at 2.5 times the regular rate.

The above rates shall be charged portal to portal (time spent on project site plus travel time) excluding lunch breaks.

ATTACHMENT - 1

COMMUNITY WORKS DESIGN GROUP - NORMAL HOURLY RATES

Principal Landscape Architect's time at the fixed rate of:	\$195.00 per Hour
Certified Access Specialist's time at the fixed rate of:	\$195.00 per Hour
Senior Landscape Architect's time at the fixed rate of:	\$155.00 per Hour
Landscape Architect's time at the fixed rate of:	\$145.00 per Hour
Project Manager's time at the fixed rate of:	\$135.00 per Hour
Certified Water Auditor's time at the fixed rate of:	\$135.00 per Hour
Certified Irrigation Designer's time at the fixed rate of:	\$135.00 per Hour
Certified Playground Safety Inspector's time at the fixed rate of:	\$135.00 per Hour
Certified Arborist's time at the fixed rate of:	\$125.00 per Hour
Landscape Designer's time at the fixed rate of:	\$115.00 per Hour
Professional Staff's time at the fixed rate of:	\$ 75.00 per Hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Auto travel shall be charged at the current *IRS Standard Mileage Rates*. Reimbursable items are billed in addition to the stated fee.

TERMS AND CONDITIONS OF PAYMENT

We will bill in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt. Interest will be charged at the rate of 2% per month on the past due balance thirty days and over.

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND SB&O INC.**

ENGINEERING, SURVEY, AND ENVIRONMENTAL SERVICES

THIS AGREEMENT is made and effective as of **July 23, 2019** between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **SB&O, 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 23, 2019** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, 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 at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, 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 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>. 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 **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, each fiscal year, **for a total Agreement amount of One Million Dollars and Zero Cents (\$1,000,000.00)** 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.

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

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) 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.

3) 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.

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

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

1) 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.

2) Automobile Liability: One Million (\$1,000,000) 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 Dollars (\$1,000,000) per claim and in aggregate.

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

c. 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; 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's insurance coverage shall be primary insurance as respects the City of Temecula, 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 the Successor Agency to 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 in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

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.

d. 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.

e. 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: SB&O Inc.
Attn: Daniel O'Rourke
41689 Enterprise Circle North, Suite 126
Temecula, CA 92590

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

SB & O, 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 S. Naggar, Mayor

By: _____
Don Brooks, PE, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Daniel O'Rourke, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

SB&O Inc.

Attn: Daniel O'Rourke

41689 Enterprise Circle North, Suite 126

Temecula, CA 92590

(951) 695-8900

(951) 695-8901

dano@sboinc.com


PM Initials: 
Date: 7/3/19

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

- Research Existing Survey Data, such as Maps, Records of Survey, Monument Ties, and Benchmarks
- Locate Existing Monuments
- Perform Boundary and Control Surveys
- Prepare Legal Descriptions and Plat Maps for Right-of-Way Acquisition
- Perform Aerial Mapping and Topographic Surveys
- Establish and Verify Horizontal and Vertical Control
- Locate Horizontally to 0.1+ feet all Existing Facilities
- Perform Field Surveying for Project Planning and Design Purposes
- Complete the Design of Minor to Moderate Engineering Projects
- Perform Construction Staking, including Center Lines, Limits of Clearing, and Grubbing and Construction, Slopes, Saw Cuts, Edge of Pavement, Layout Lines, Drainage Structures, Curb & Gutter, etc.
- Provide Environmental Document Services, including perform the required Studies and Surveys
- Provide Environmental Engineering Services, including but not limited to CEQA Project Impact Analysis; Phase I and II Environmental Assessments; Wetland Delineation and Mitigation; Streambed Impact Analysis; Regulatory Agency Permitting, Air Quality Analysis; and Cultural Impact Analysis, Water Quality Management Plan (WQMP) Preparation and Third Party Review, Approval, Implementation, and Field National Pollutant Discharge Elimination System (NPDES) Compliance
- Assist with the preparation and processing of permits with Resource Agencies such as the U.S. Army Corps of Engineers (USACE) 404, State Fish and Wild Life 1600, and Regional Water Quality Control Board (RWQCB) 401 Certification

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

FEE SCHEDULE – September 2018

Hourly Rates

Expert Witness (Depo/Court Appearance)	\$345.00/hr
Professional Consultation	\$225.00/hr
Principal	\$215.00/hr
Project Manager	\$190.00/hr
Project Engineer	\$158.00/hr
Assistant Project Engineer	\$144.00/hr
Design Engineer	\$132.00/hr
Staff Engineer	\$112.00/hr
Senior Designer	\$130.00/hr
Senior Design Drafter	\$120.00/hr
Design Drafter	\$110.00/hr
Drafter	\$100.00/hr
Delineator	\$78.00/hr
Associate Planner	\$110.00/hr
Senior Land Surveyor	\$185.00/hr
Survey Supervisor	\$152.00/hr
Assistant Land Surveyor	\$140.00/hr
1-Man Survey Crew	\$180.00/hr
2-Man Survey Crew	\$275.00/hr
3-Man Survey Crew	\$375.00/hr
2-Man Survey Crew (Overtime)	\$350.00/hr
1-Man Survey Crew (Double time)	\$285.00/hr
2-Man Survey Crew (Double time)	\$450.00/hr
1-Man Survey Crew (GPS)	\$225.00/hr
Computer Technician/Survey Notes	\$130.00/hr
Contract Coordinator	\$98.00/hr
Administrative Technician	\$77.00/hr
Delivery Service	\$52.00/hr

QSD	\$190.00/hr
QSP	\$111.00/hr

Storm Water Sampling

Sample Collection	\$111.00/sample
Sample Testing	\$111.00/test
Laboratory Testing	Cost+15%

In-house Reimbursables Charges

Copying/Printing

Copies/Prints, 8½" X 11"	\$0.10/page
Copies/Prints, 11" X 17"	\$0.20/page
Copies/Prints, 8½" X 11", Color	\$0.60/page
Copies/Prints, 11" X 17", Color	\$1.00/page
Slip Sheets (Color)	\$0.07/page

Printing – Drawings/Plans

Bond:	\$0.20/sf
Mylar:	\$3.75/sf

Plotting

Bond	\$1.50/sf
Mylar	\$3.25/sf
Bond, Color	\$2.75/sf
High Gloss, Color	\$5.50/sf

Technical Reports

.5" Binder	\$3.54/ea
1" Binder	\$3.54/ea
1.5" Binder	\$5.30/ea
2" Binder	\$6.60/ea
3" Binder	\$7.45/ea
4" Binder	\$18.92/ea
5-Tab Label Dividers	\$5.20/ea
8-Tab Label Dividers	\$6.70/ea
Comb Binding w/covers	\$3.90/ea
Map Pockets	\$0.25/ea

Scanning	\$1.35/sf
CD:	\$15.00/each
Fax (10 page minimum):	\$1.00/page

Mileage Reimbursement	\$0.545/mile
Travel/Per Diem	\$150.00/night
Notary Services	\$10.00/signature
EFT & Third Party EFT Fees/Charges	Cost

Outside Reimbursable Charges

and Subconsultant Fees.....Cost+10%

In the event of any increase of costs due to the granting of wage increases and/or other employee benefits due to the terms of any new labor agreement during the lifetime of this agreement, such increases shall be adjusted to all fees.

Client hereby agrees that the balance as stated on the invoice from Engineer to Client is correct, conclusive, binding on the Client, and due within 30 days from date of invoice, unless Client, within 10 days from the date of the invoice, notifies Engineer in writing of the particular item that is alleged to be incorrect. Client hereby agrees that costs for subsequent requests of billing and/or exhibit copies will be borne by Client, and billed on a time and materials basis (T&M) under Client reimbursable job number specified in Contract. Time is of the essence regarding the provisions of this paragraph.

NOTE: Under the terms and conditions of this contract, a late payment FINANCE CHARGE will be computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12% and will be applied to any unpaid balance commencing 30 days after the date on which payment of the balance, pursuant to this contract, is required to be made.

SB&O Initials: _____

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Client Initials: _____

Revised: 9/06/18

Compensation and Fee Schedule
HELIX ENVIRONMENTAL PLANNING, INC.



Classification	Billing Rate (\$)*
CEQA/NEPA Compliance/Air Quality/Noise/GHG/Other Technical Specialties	
Principal Environmental Planner	225
Sr. Project Manager/Sr. Specialist IV	195
Sr. Project Manager/Sr. Specialist III	180
Sr. Project Manager/Sr. Specialist II	165
Sr. Project Manager/Sr. Specialist I	150
Environmental Project Manager/Specialist III	140
Environmental Project Manager/Specialist II	130
Environmental Project Manager/Specialist I	120
Environmental Planner III	110
Environmental Planner II	100
Environmental Planner I	90
Biological Resources Studies/Habitat Management/Permitting	
Principal Biologist/Principal Regulatory Specialist	225
Sr. Biology Project Manager/Sr. Regulatory Specialist II	195
Sr. Biology Project Manager/Sr. Regulatory Specialist I	180
Sr. Scientist III	160
Sr. Scientist II	150
Sr. Scientist I	135
Biology Project Manager III	175
Biology Project Manager II	150
Biology Project Manager I	135
Operations Manager	130
Biologist V	125
Biologist IV	110
Biologist III	100
Biologist II	95
Biologist I	85
Cultural Resources Management	
Principal Archaeologist	170
Senior Archaeologist III	160
Senior Archaeologist II	145
Senior Archaeologist I	130
Staff Archaeologist III/Field Director	115
Staff Archaeologist II	100
Staff Archaeologist I	85
Support Services for All HELIX Studies	
Sr. GIS Specialist III	165
Sr. GIS Specialist II	150
Sr. GIS Specialist I	130
Senior Graphics Specialist	115
GIS Specialist III	110
GIS Specialist II	100
GIS Specialist I	90
Technical Editor	90
Word Processor	80
Clerical	70

*Rates may be increased by up to 3% per year.

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

GEOTECHNICAL AND MATERIALS TESTING SERVICES

THIS AGREEMENT is made and effective as of **July 23, 2019** between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Geocon West, 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 23, 2019** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, 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 at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, 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 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>. 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 **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, each fiscal year, **for a total Agreement amount of One Million Dollars and Zero Cents (\$1,000,000.00)** 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.

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

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) 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.

3) 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.

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

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

1) 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.

2) Automobile Liability: One Million (\$1,000,000) 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 Dollars (\$1,000,000) per claim and in aggregate.

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

c. 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; 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's insurance coverage shall be primary insurance as respects the City of Temecula, 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 the Successor Agency to 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 in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

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.

d. 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.

e. 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: Geocon West
Attn: Lisa Battiato
41571 Corning Place, Suite 101
Murrieta, CA 92562

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

GEOCON WEST, 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 S. Naggar, Mayor

By: _____
Joseph Vettel, CEO

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
William Lydon, CFO

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Geocon West, Inc.

Attn: Lisa Battiato

41571 Corning Place, Suite 101

Murrieta, CA 92562

(951) 304-2300

battiato@geoconinc.com

miranda@geoconinc.com

PM Initials: jt
Date: 7/3/19

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

- Subsurface Exploration, including but not limited to the following:
 - In-Place Moisture and Density Tests
 - Laboratory Maximum Density and Optimum Moisture Tests
 - Sieve Analysis
 - R-Value
 - Direct Shear Tests
 - Consolidation of Collapse Tests
 - PH, Resistivity, Soluble Sulfate, and Chloride Tests
- Logs of the Exploratory Borings summarizing the subsurface conditions encountered, Results of Laboratory Testing, and a Plan indicating the Location of the Explorations
- Seismicity
- Geotechnical Evaluation and Recommendations, including but not limited to the following:
 - Grading
 - Earthwork
 - Settlement Considerations
 - Surface and Subsurface Drainage
 - Foundation, Column, and Slab Recommendations
 - Slope Stability
 - Soil Sulfate Content Implications
 - Utility Trench Backfill
 - Retaining Walls and recommended Lateral Earth Pressures used for Design
 - Pavement Design
 - Grading and Foundation Plan Review
 - Construction Monitoring
 - Pile Driving, if necessary
 - Lateral Earth Pressures
- Discussion of the Existing Pavement or Site Conditions
- Recommendations of Removal of Unsuitable Material
- Soil Ferrous Corrosivity and Portland Cement Attack Potential
- Environmental Concerns / Hazards
- Preparation of Phase I Environmental Reports of properties
- Review of available Geologic Maps and Reports for the Region

- Discussion of the Material Encountered in the Borings and Measured Engineering Properties
- Preparation of Field and Final Compaction Reports, as required. A Summary of Findings and Recommendations in the Report
- Review of Project Plans and Specifications with emphases on Geotechnical and Laboratory Materials Testing Services, and attend Progress Meetings, as required
- Observation and Field Testing Services during all phases of Site Grading, including but not limited to Removal of Unsuitable Soils, Approval of Areas to receive Fill and Mass Fill Placement
- Field Observation and Testing during Trench Backfilling Operations
- Field Density Testing during Subgrade and Base Compaction
- Field Sampling and Testing of Base and Asphalt Concrete
- All necessary Laboratory Tests to support Fielded Services, and to satisfy Caltrans and other regulatory agency requirements
- Batch Plant Inspections
- Structure Backfill Observation and Testing
- Concrete Sampling and Testing
- Special Inspections
- Consulting Services requiring Corrective and/or Remedial Recommendations, if necessary

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



2019 SCHEDULE OF FEES – WM19

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman	\$75/hr.
Engineering Assistant/Lab Technician	90/hr.
Engineering Field Technician	*69/hr.
Senior Field Technician	*69/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*79/hr.
Field Technician Supervisor	*110/hr.
Staff Engineer/Geologist	*110/hr.
Sr. Staff Engineer/Geologist	*120/hr.
Project Engineer/Geologist	*130/hr.
Senior Project Engineer/Geologist	*140/hr.
Senior Engineer/Geologist	*150/hr.
Associate Engineer/Geologist	*160/hr.
Principal Engineer/Geologist/Litigation Support	230/hr.
Deposition or Court Appearance	400/hr.
Overtime/Saturday Rate/Night Rate (10pm – 6am w/ 8 Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code § 1720, et. Seq. add \$25/hr

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	Quote
Vehicle Mileage	0.60/mile

EQUIPMENT & MATERIALS

Nuclear Density Gauge/Sand Cone Testing Equipment	\$10/hr	Water Buffalo	50/ea
Vehicle	10/hr	Battery-Powered Pump	75/day
Special Inspection Equipment	5/hr	Water Level Indicator	40/day
Coring Machine (concrete, asphalt, masonry)	175/day	Interface Probe	58/day
Generator	100/day	Photo-Ionization Meter	125/day
Double Ring Infiltrometer	125/day	Combustible Gas Meter	80/day
GPS Unit	160/day	pH/Conductivity/Temperature Meter	50/day
Pick-up Truck	125/day	Turbidity Meter	80/day
Direct-Push Rig/Operator	165/190(PW)*/hr	Level D PPE/Decon Rinse Equipment	50/day
Drive-Tube Sampler	40/day	De-Ionized Water (5-gallon)	15/ea
Hand-Auger	40/day	Air Compressor	100/day
Dynamic Cone Penetrometer	400/day	Soil Sample Tube	10/ea

LABORATORY TESTS

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold	\$195
(D698/D1557/T99/T108) 6-inch mold	210
(CT 216) California Impact	225
Check Point	90
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	50
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) ..	100

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve	\$155
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash	150
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash	115
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash	85
(C117/D1140/T11) Materials Finer than #200	65
(D2216/T265/CT226) Moisture Content	30
(D2487/D2488) Visual Soil Classification	30
(D2937) Density of In-Place Soil, Drive-Cyl. Method	45
(D4943) Shrinkage Factors of Soils, Wax Method	55
(C131/C535/CT211) L.A. Abrasion Resistance	220
(C142/T112) Clay Lumps and Friable Particles	170

LABORATORY TESTS (CONTINUED)

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$290
(D2844/CT301) Resistance Value, Treated	295
(D1883) California Bearing Ratio	530
(C977) Stabilization Ability of Lime	185
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	105

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity	\$135
(D4972/T289) pH Only	30
(CT417) Sulfate Content	95
(CT422) Chloride Content	55
(D2974) Organic Content	50

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall	\$270
(D5856) Permeability, Rigid Wall	260
(D2434) Permeability, Constant Head	280
(D2434) Permeability, FHA Slab-on-Grade	110
(D2434) Permeability, Hourly	55
(D2435/T216) Consolidation (6 pts. w/ Unload)	270
(D2435/T216) Consolidation Additional Point w/ Unload	45
(D4546) Swell/Compression Testing & Density	125
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	85
(D4546) Swell/Settlement Testing & Density (County)	100

(D4546) Swell/Settlement Testing & Density (FHA)	90
(D4829) Expansion Index of Soils	160

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$80
#14 Bar	110
#18 Bar (Proof Test)	120
(A370) Bend Test	
#11 Bar & Smaller	30
#14 & #18 Bar	50
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller	\$150
#14 Bar & Larger	190
(A370) Tensile - Electric Resist. Butt Splice w/ Control	150
(A370) Straightening of bar (if required)	25

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs	\$80
200,000 - 300,000 lbs	100
300,000 - 400,000 lbs	120

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire	\$110
(A416) Tensile Strength, 7-Wire Strand	175

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts	\$70
(A563) Proof Load Test on Nuts	70
(A325/A490) Hardness Test on Bolts	30
(A536) Hardness Test on Nuts	30
(F436) Hardness Test on Washers	25

Weld Specimen Tests:

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

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles	\$245
(D3744/CT229/T210) Durability Index Fine	190
(D3744/CT229/T210) Durability Index Coarse	225
(CT227) Cleanness Value	170
(D4791) Flat & Elongated Particles	165
(D693/CT205) Percent Crushed Particles	145
(D5821) Percent. of Fractured Particles, Coarse Aggregate	140
(C40/CT213/T21) Organic Impurities	75
(C235) Soft Hardness (Scratch Hardness)	100
(C88/CT214/T104) Sulfate Soundness	410
(C1252/T304) Uncompact. Void Content, Fine Aggregate	135
(C127/CT206/T85) Coarse Specific Gravity	115
(C128/CT207/T84) Fine Specific Gravity	135
(D854/CT209/T100) Specific Gravity of Soil	105
(C29/CT212/T19) Unit Weight & Percent Voids	90
(D2419/CT217/T176) Sand Equivalent	100
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	155
(D4318/CT204/T89) Liquid Limit	70
(D4318/CT204/T90) Plastic Limit	70
(C330) Spec. for Lightweight Aggregates, Struc. Concrete ...	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100
(D3080/T236) Direct Shear (3 points)	255
(D3080/T236) Remolded Direct Shear (3 points)	300
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	75
(D2850) Unconsolidated-Undrained Triaxial Shear	115
(D2580) Unconsolidated-Undrained Triaxial Staged	160
(D4767) Consolidated-Undrained Triaxial Shear	265
(D4767) Consolidated-Undrained Triaxial Staged	340
(EM1110) Consolidated-Drained Triaxial Shear	375
(EM1110) Consolidated-Drained Triaxial Staged	480

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption	\$195
(C140) Moisture Content/Absorption (ea. addtl. specimen)	65
(C140) Compression Test	195
(C140) Compression Test (ea. addtl. specimen)	65
(C426) Linear Drying Shrinkage	285
(C109/UBC 21-16) Mortar Cylinder (2"x4")	30
(C942) Grout Prism (3"x3"x6"), trimming included	35

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" - 8"x12"x16"	165
(C1314) 8"x16"x16" - 10"x12"x16"	180
(C1314) 12"x12"x16" - 12"x16"x16"	235
(C1314) Larger than 12"x16"x16"	Quote

Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water	225
(C67) 5-Hour Absorption, Boiling Water	225
(C67) Compression Test or Modulus of Rupture	255
(C67) Each Additional Specimen	45

CONCRETE**

Mix Designs:

(ACI211/ACI214) Concrete Mix Design	\$175
(ACI211/ACI214) Review of Concrete Mix Design	190
(C192) Concrete Trial Mix (includes equipment & labor)	495

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.	30
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core	\$50

LABORATORY TESTS (CONTINUED)

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA.....	\$90
(D1560/CT366) Stabilometer Value (HVEEM)	125
(D2041) Theoretical Max Specific Gravity	100
(D5444) Sieve Analysis of Extracted Asphalt	150
(D6307/CT382) Percent Asphalt, Ignition Method.....	150
(D1188) Unit Weight of Asphalt Core.....	65

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

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

Use of Universal Testing Machine:

UTM with One Operator	320
Additional Technician	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness	90
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CONCRETE** (CONTD.)

(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.....	\$165
(C174) Length Measuring of Drilled Cores	55
(C1140) Shotcrete Panel-Coring & Testing (Set of 3)	290
(C1140) Shotcrete Panel (each addtl. specimen).....	90
(C496) Static Modulus of Elasticity	200
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	395
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.....	95
(F1869) Moisture Vapor Emission Rate, Concrete Subfloor	50

***2X Surcharge on rush turn-around for laboratory testing.**

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

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$200.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent, and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
7. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

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

GEOTECHNICAL AND MATERIALS TESTING SERVICES

THIS AGREEMENT is made and effective as of **July 23, 2019** between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Leighton Consulting, 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 23, 2019** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, 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 at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, 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 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>. 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 **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, each fiscal year, **for a total Agreement amount of One Million Dollars and Zero Cents (\$1,000,000.00)** 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.

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

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) 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.

3) 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.

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

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

1) 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.

2) Automobile Liability: One Million (\$1,000,000) 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 Dollars (\$1,000,000) per claim and in aggregate.

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

c. 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; 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's insurance coverage shall be primary insurance as respects the City of Temecula, 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 the Successor Agency to 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 in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

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.

d. 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.

e. 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: Leighton Consulting, Inc.
Attn: Robert Riha
41715 Enterprise Circle N., Suite 103
Temecula, CA 92490-5661

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: _____
Michael S. Naggar, Mayor

CONSULTANT

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

By:  7/2/2019
Thomas C. Benson, President and CEO

ATTEST:

By: _____
Randi Johl, City Clerk

By:  _____
Terrance M. Brennan, CFO

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Leighton Consulting, Inc.
Attn: Robert Riha
41715 Enterprise Circle N., Suite 103
Temecula, CA 92590-5661
(951) 296-0530
rriha@leightongroup.com


PM Initials: 
Date: 7-2-19

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

- Subsurface Exploration, including but not limited to the following:
 - In-Place Moisture and Density Tests
 - Laboratory Maximum Density and Optimum Moisture Tests
 - Sieve Analysis
 - R-Value
 - Direct Shear Tests
 - Consolidation of Collapse Tests
 - PH, Resistivity, Soluble Sulfate, and Chloride Tests
- Logs of the Exploratory Borings summarizing the subsurface conditions encountered, Results of Laboratory Testing, and a Plan indicating the Location of the Explorations
- Seismicity
- Geotechnical Evaluation and Recommendations, including but not limited to the following:
 - Grading
 - Earthwork
 - Settlement Considerations
 - Surface and Subsurface Drainage
 - Foundation, Column, and Slab Recommendations
 - Slope Stability
 - Soil Sulfate Content Implications
 - Utility Trench Backfill
 - Retaining Walls and recommended Lateral Earth Pressures used for Design
 - Pavement Design
 - Grading and Foundation Plan Review
 - Construction Monitoring
 - Pile Driving, if necessary
 - Lateral Earth Pressures
- Discussion of the Existing Pavement or Site Conditions
- Recommendations of Removal of Unsuitable Material
- Soil Ferrous Corrosivity and Portland Cement Attack Potential
- Environmental Concerns / Hazards
- Preparation of Phase I Environmental Reports of properties
- Review of available Geologic Maps and Reports for the Region

- Discussion of the Material Encountered in the Borings and Measured Engineering Properties
- Preparation of Field and Final Compaction Reports, as required. A Summary of Findings and Recommendations in the Report
- Review of Project Plans and Specifications with emphases on Geotechnical and Laboratory Materials Testing Services, and attend Progress Meetings, as required
- Observation and Field Testing Services during all phases of Site Grading, including but not limited to Removal of Unsuitable Soils, Approval of Areas to receive Fill and Mass Fill Placement
- Field Observation and Testing during Trench Backfilling Operations
- Field Density Testing during Subgrade and Base Compaction
- Field Sampling and Testing of Base and Asphalt Concrete
- All necessary Laboratory Tests to support Fielded Services, and to satisfy Caltrans and other regulatory agency requirements
- Batch Plant Inspections
- Structure Backfill Observation and Testing
- Concrete Sampling and Testing
- Special Inspections
- Consulting Services requiring Corrective and/or Remedial Recommendations, if necessary

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



TEMECULA ON-CALL 2019 - 2024 PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I	78	Project Administrator/Word Processor/Dispatcher	72
Technician II / Special Inspector	89	Information Specialist	99
Senior Technician / Senior Special Inspector	99	CAD Operator	113
Prevailing Wage (field soils / materials tester) *	116	GIS Specialist	126
Prevailing Wage (Special Inspector) *	120	GIS Analyst	149
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	129	Staff Engineer / Geologist / Scientist	135
System Operation & Maintenance (O&M) Specialist	129	Senior Staff Engineer / Geologist / Scientist / ASMR	149
Non Destructive Testing (NDT)	139	Operations / Laboratory Manager	162
Deputy Inspector	99	Project Engineer / Geologist / Scientist	167
Field / Laboratory Supervisor	132	Senior Project Engineer / Geologist / Scientist / SMR	185
Source Inspector	122	Associate	203
City of Los Angeles Deputy Building (including Grading) Inspector	140	Principal	216
		Senior Principal	216

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		California Bearing Ratio (CBR, ASTM D1883) – 3 point	
Photograph of sample	10	- 3 point	500
Moisture content (ASTM D2216)	20	- 1 point	185
Moisture & density (ASTM D2937) ring samples	30	R-Value (AASHTO T190/ASTM D2844/CTM 301) untreated soils/aggregates	310
Moisture & density (ASTM D2937) Shelby tube or cutting	40	R-Value (AASHTO T190/ASTM D2844/CTM 301) lime or cement treated soils/aggregates	340
Atterberg limits (ASTM D4318) 3 points:	150		
- Single point, non-plastic	85	SOIL CHEMISTRY & CORROSIVITY	
- Atterberg limits (organic ASTM D2487 / D4318)	180	pH Method A (ASTM D4972 or CTM 643)	45
- Visual classification as non-plastic (ASTM D2488)	10	Electrical resistivity – single point – as received moisture	45
Particle size:		Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135	pH + minimum resistivity (CTM 643)	130
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175	Sulfate content - gravimetric (CTM 417 B Part 2)	70
- Hydrometer only (ASTM D7928)	110	Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
- Sieve + hydrometer (≤3 inch sieve, ASTM 7928)	185	Sulfate screen (Hach®)	30
- Percent passing #200 sieve, wash only (ASTM D1140)	70	Chloride content (AASHTO T291/CTM 422)	70
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	125	Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	80
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
- Total porosity - on Shelby tube sample (calculated)	165	Organic matter content (ASTM D2974)	65
- Total porosity - on other sample (calculated)	155	SHEAR STRENGTH	
Shrinkage limits (wax method, ASTM D4943)	126	Pocket penetrometer	15
Pinhole dispersion (ASTM D4647)	210	Direct shear (ASTM D3080, mod., 3 points):	
Dispersive characteristics (double hydrometer ASTM D4221)	90	Consolidated undrained - 0.05 inch/min (CU)	285
As-received moisture & density (chunk/carved samples)	60	Consolidated drained - <0.05 inch/min (CD)	345
Sand Equivalent (SE, AASHTO T176/ASTM D2419/CTM 217)	105	Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
		Remolding or hand trimming of specimens (3 points)	90
COMPACTION & PAVEMENT SUBGRADE TESTS		Oriented or block hand trimming (per hour)	65
Standard Proctor compaction, (ASTM D698) 4 points:		Single point shear	105
- 4 inch diameter mold (Methods A & B)	160	Torsional shear (ASTM D6467 / ASTM D7608)	820
- 6 inch diameter mold (Method C)	215	CONSOLIDATION & EXPANSION/SWELL TESTS	
Modified Proctor compaction (ASTM D1557) 4 points:		Consolidation (ASTM D2435):	195
- 4 inch diameter mold (Methods A & B)	220	Each additional time curve	45
- 6 inch diameter mold (Method C)	245	Each additional load/unload w/o time reading	40
Check point (per point)	65	Expansion Index (EI, ASTM D4829)	130
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250	Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Relative density (0.1 ft mold, ASTM D4253, D4254)	235	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105

METHOD	\$/TEST	METHOD	\$/TEST
TRIAxIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D2434)	135
- Silt or clayey sand soils (per confining stress)	500	Soil suction (filter paper method, ASTM D5298)	400
- Clay soils (per confining stress)	705	SOIL-CEMENT	
- Three-stage triaxial (sand or silty sand soils)	655	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
- Three-stage triaxial (silt or clayey sand soils)	875	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
- Three-stage triaxial (clay soils)	1,235	Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Remolding of test specimens	65	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
		¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS		AGGREGATE PROPERTIES	
Concrete cylinders compression (ASTM C39) (6" x 12")	25	Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212)	50
Concrete cylinders compression (ASTM C39) (4" x 8")	22	Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40	LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	200
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85	Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	130
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85	Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25	Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400	Moisture content of aggregates by oven drying (AASHTO T255/ ASTM C566/CTM 226)	40
Length of concrete cores (CTM 531)	40	Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	130
HOT MIX ASPHALT (HMA)		Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100	Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900	Cleanliness value of coarse aggregate (CTM 227)	210
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350	Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150	Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350	MASONRY	
Extraction by centrifuge, percent asphalt (ASTM D2172)	150	Mortar cylinders (2" by 4", ASTM C780)	25
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135	Grout prisms (3" by 6", ASTM C1019)	25
Stabilometer, S-Value (ASTM D1560/CTM 366)	265	Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
Bituminous mixture preparation (AASHTO R30/CTM 304)	80	Masonry core-shear, Title 24 (test only)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60	Veneer bond strength, cost for each (5 required, ASTM C482)	55
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50	CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55	CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40
Maximum density - Hveem (CTM 308)	200	CMU linear drying shrinkage (ASTM C426)	175
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130	CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40	CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
Wet track abrasion of slurry seal (ASTM D3910)	150	BRICK	
Rubberized asphalt (add to above rates)	+ 25%	Compression (cost for each, 5 required, ASTM C67)	40

METHOD	\$/TEST	METHOD	\$/TEST
REINFORCING STEEL		SPRAY APPLIED FIREPROOFING	
Rebar tensile test up to ≤ No. 10 bars (ASTM A370)	45	Unit weight (density, ASTM E605)	60
Rebar tensile test > No. 10 bars ≤ No. 17 (ASTM A370)	100	BEARING PADS/PLATES AND JOINT SEAL	
Rebar bend test, up to ≤ No. 10 bars (ASTM A370)	45	Elastomeric bearing pads (Caltrans SS 51-3)	990
Rebar bend test > No. 10 bars ≤ No. 17 (ASTM A370)	150	Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1230
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45	Type A Joint Seals (Caltrans SS 51-2)	1620
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65	Type B Joint Seals (Caltrans SS 51-2)	1530
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	55	Bearing plates (A536)	720
Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45	STREET LIGHTS/SIGNALS	
Prestressing wire, tension (ASTM A416)	150	100W HPS Lighting (Caltrans RSS 86)	1296
Sample preparation (cutting)	50	SAMPLE TRANSPORT	
Resistance butt-welded hoops/bars, up to No. 10 (CTM 670)	180	Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90
Post-tensioned bars (ASTM A772)	420		

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4 inch Grab plates	5 each	Mileage (IRS Allowable)	0.58 mile
1/4 inch Tubing (bonded)	0.55 foot	Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
1/4 inch Tubing (single)	0.35 foot	Nuclear moisture and density gauge	88 day
3/8 inch Tubing, clear vinyl	0.55 foot	Pachometer	25 day
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day	Particulate Monitor	125 day
Air flow meter and purge pump (200 cc/min)	50 day	pH/Conductivity/Temperature meter	55 day
Box of 24 soil drive-sample rings	120 box	Photo-Ionization Detector (PID)	120 day
Brass sample tubes	10 each	Pump, Typhoon 2 or 4 stage	50 day
Caution tape (1000-foot roll)	20 each	QED bladder pump w/QED control box	160 day
Combination lock or padlock	11 each	Quire fee – Phase I only	200 each
Compressed air tank and regulator	50 day	Resistivity field meter & pins	50 day
Concrete coring machine (≤6-inch-dia)	150 day	Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slope inclinometer	200 day
Core sample boxes	11 each	Soil sampling T-handle (Encore)	10 day
Crack monitor	25 each	Soil sampling tripod	35 day
Cutoff saws, reciprocating, electric (Sawzall®)	75 day	Stainless steel bailer	40 day
Disposable bailers	12 each	Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160 day
Disposable bladders	10 each	Submersible pump/transfer pump, 10-25 gpm	50 day
Dissolved oxygen meter	45 day	Support service truck usage (well installation, etc.)	200 day
DOT 55-gallon containment drum with lid	65 drum	Survey/fence stakes	8 each
Double-ring infiltrometer	125 day	Tedlar® bags	18 each
Dual-stage interface probe	80 day	Traffic cones (≤25)/barricades (single lane)	50 day
Dynamic Cone Penetrometer	400 day	Turbidity meter	70 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Tyvek® suit (each)	18 each
Global Positioning System/Laser Range Finder	80 day	Vapor sampling box	55 day
Hand auger set	90 day	Vehicle usage (carrying equipment)	13 hour
HDPE safety fence (≤100 feet)	40 roll	VelociCalc	35 day
Horiba U-51 water quality meter	135 day	Visqueen (20 x 100 feet)	100 roll
Light tower (towable vertical mast)	150 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
Magnehelic gauge	15 day	ZIPLEVEL®	15 day
Manometer	25 day		

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS & CONDITIONS

- **Expiration:** This fee schedule is effective through June 30, 2020 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Prevailing wage rates may change based on DIR requirements. Costs for apprentice are not included. If we are required to have an apprentice on your project, you will be notified and additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 4 hours: 4-hour minimum charge up to the first four hours of work
 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.
 Project time accrued includes portal to portal travel time.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 18%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting

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

GEOTECHNICAL AND MATERIAL TESTING SERVICES

THIS AGREEMENT is made and effective as of **July 23, 2019** between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **MTGL, 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 23, 2019** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, 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 at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, 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 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>. 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 **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, each fiscal year, **for a total Agreement amount of One Million Dollars and Zero Cents (\$1,000,000.00)** 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.

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

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons 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.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) 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.

3) 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.

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

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

1) 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.

2) Automobile Liability: One Million (\$1,000,000) 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 Dollars (\$1,000,000) per claim and in aggregate.

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

c. 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; 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's insurance coverage shall be primary insurance as respects the City of Temecula, 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 the Successor Agency to 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 in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

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.

d. 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.

e. 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: MTGL, Inc.
Attn: Steven Koch
6295 Ferris Square, Suite C
San Diego, CA 92121

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: _____

Michael S. Naggar, Mayor

CONSULTANT

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

By: _____


Michael Landon, President

ATTEST:

By: _____

Randi Johl, City Clerk

By: _____



Steven Koch, Senior Vice President

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONSULTANT

MTGL, Inc.

Attn: Steven Koch

6295 Ferris Square, Suite C

San Diego, CA 92121

(858) 537-3990

skoch@mtglinc.com

PM Initials: 

Date: 

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

- Subsurface Exploration, including but not limited to the following:
 - In-Place Moisture and Density Tests
 - Laboratory Maximum Density and Optimum Moisture Tests
 - Sieve Analysis
 - R-Value
 - Direct Shear Tests
 - Consolidation of Collapse Tests
 - PH, Resistivity, Soluble Sulfate, and Chloride Tests
- Logs of the Exploratory Borings summarizing the subsurface conditions encountered, Results of Laboratory Testing, and a Plan indicating the Location of the Explorations
- Seismicity
- Geotechnical Evaluation and Recommendations, including but not limited to the following:
 - Grading
 - Earthwork
 - Settlement Considerations
 - Surface and Subsurface Drainage
 - Foundation, Column, and Slab Recommendations
 - Slope Stability
 - Soil Sulfate Content Implications
 - Utility Trench Backfill
 - Retaining Walls and recommended Lateral Earth Pressures used for Design
 - Pavement Design
 - Grading and Foundation Plan Review
 - Construction Monitoring
 - Pile Driving, if necessary
 - Lateral Earth Pressures
- Discussion of the Existing Pavement or Site Conditions
- Recommendations of Removal of Unsuitable Material
- Soil Ferrous Corrosivity and Portland Cement Attack Potential
- Environmental Concerns / Hazards
- Preparation of Phase I Environmental Reports of properties

- Review of available Geologic Maps and Reports for the Region
- Discussion of the Material Encountered in the Borings and Measured Engineering Properties
- Preparation of Field and Final Compaction Reports, as required. A Summary of Findings and Recommendations in the Report
- Review of Project Plans and Specifications with emphases on Geotechnical and Laboratory Materials Testing Services, and attend Progress Meetings, as required
- Observation and Field Testing Services during all phases of Site Grading, including but not limited to Removal of Unsuitable Soils, Approval of Areas to receive Fill and Mass Fill Placement
- Field Observation and Testing during Trench Backfilling Operations
- Field Density Testing during Subgrade and Base Compaction
- Field Sampling and Testing of Base and Asphalt Concrete
- All necessary Laboratory Tests to support Fielded Services, and to satisfy Caltrans and other regulatory agency requirements
- Batch Plant Inspections
- Structure Backfill Observation and Testing
- Concrete Sampling and Testing
- Special Inspections
- Consulting Services requiring Corrective and/or Remedial Recommendations, if necessary

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$1,000,000.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



SECTION 4: PRICE

CONSTRUCTION SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$125.00 Hour
Registered Civil Engineer / Geologist	\$125.00 Hour
Staff Engineer / Geologist	\$ 95.00 Hour
Inspection / Laboratory Supervisor	\$ 95.00 Hour
Project Manager	\$ 80.00 Hour
Draftsperson	\$ 70.00 Hour
Word Processing	\$ 55.00 Hour
Review of files for processing affidavits and certifications required by various Governmental Agencies	\$ 95.00 Hour
Legal Consultation, Expert Witness and Court Appearances (Minimum 4 Hours)	\$325.00 Hour

ENVIRONMENTAL SERVICES

Certified Asbestos Consultant	\$ 85.00 Hour
Certified Asbestos Inspector	\$ 65.00 Hour
Certified Asbestos Project Manager	\$ 75.00 Hour
Certified Asbestos Project Designer	\$ 75.00 Hour
Certified Site Surveillance Technician	\$ 65.00 Hour
On-Site 582 Certified Microscopist	\$ 65.00 Hour
Certified Lead Inspector / Assessor	\$ 65.00 Hour
Certified Lead Project Monitor	\$ 65.00 Hour
Certified Industrial Hygienist	\$180.00 Hour
Environmental Site Assessment (Phase I)	\$ 95.00 Hour
Environmental Site Assessment (Phase II)	\$ 95.00 Hour
Industrial Hygienist	\$100.00 Hour
(Prices based on 2 Hour Minimum & Test Samples Additional)	

PROJECT SERVICES

Special Inspection	\$ 90.00 Hour
Batch Plant (Concrete or Asphalt)	\$ 90.00 Hour
Technician - Laboratory and Field	\$ 90.00 Hour
Soils/Asphalt Technician	\$ 90.00 Hour
M, E, P or Building Inspector	\$ 98.00 Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle, Fabrication Inspection	\$ 98.00 Hour
Pull-Out Test on Embedded Bolts/ Anchors and Dowels	\$ 98.00 Hour
Concrete, Masonry, Asphalt Coring or Sawing	\$160.00 Hour
Floor Flatness / Levelness (Include Equipment)	\$1,200.00 day
Pick-Up and Delivery – Compression Testing	\$ 8.00 Each
Emissivity	\$ 90.00 Hour
Ground Rod Test	\$ 90.00 Hour

EQUIPMENT

Skidmore Bolt Cell w/ Torque Wrench	\$ 65.00 Day
Skidmore-Wilhelm Bolt Cell	\$ 40.00 Day
Torque Wrench	\$ 25.00 Day
Air Meter	\$ 40.00 Day
Pachometer	\$ 55.00 Day
Schmidt Hammer	\$ 40.00 Day
Ultrasonic Equipment	\$ 50.00 Day
Magnetic Particle Equipment	\$ 50.00 Day
Dye Penetrant Equipment	\$ 40.00 Day
Jacking Assembly	\$ 60.00 Day
Nuclear Density Gauge	\$ 70.00 Day
Mobile Soils Laboratory	\$ 50.00 Day
Coring Equipment	\$100.00 Day
Emissivity Test Kit	\$ 40.00 Each
Ground Rod Equipment	\$ 40.00 Day

TESTING MACHINES

Testing Machine with Operator in Laboratory	
0 - 60,000 Pound Machine (Universal)	\$155.00 Hour
800,000 Pound Machine (Universal)	\$250.00 Hour

CONCRETE

STRENGTH CHARACTERISTICS

A.S.T.M.

C39	Concrete Cylinders (6" x 12") (4" x 8"), W/ Mold	\$ 24.00 Each
C495	Lightweight Fill Concrete (3" x 6")	\$ 24.00 Each
C39	Concrete or Guniting Cores, 6" Maximum Diameter, Including Trim	\$ 40.00 Each
C496	Splitting Tensile	\$ 65.00 Each
C78	6" x 6" Beams, Modulus of Rupture	\$ 65.00 Each
	Handling Charge, Cylinders Not Broken/Hold	\$ 10.00 Each
	Handling Charge, Beams Not Broken/Hold	\$ 40.00 Each
C469	Modulus of Elasticity	\$125.00 Each

MIX DESIGN

A.S.T.M.

C192	Laboratory Trial Batch with Slump, and 6 Cylinders, Unit Weight, Air (Sampling Extra)	\$350.00 Per Pt
	Mix Design, Determination of Proportions	\$175.00 Each
	Review of Existing Mix Design	\$225.00 Each



Geotechnical Engineering | Construction Inspection | Materials Testing | Environmental

MISCELLANEOUS TESTING

C567	Unit Weight of Hardened Light Weight Concrete.....	\$ 50.00 Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	\$ 40.00 Each
C157	Drying Shrinkage (3 Bars - Four Readings, up to 90 Days) ..	\$250.00 Set
C495	Lightweight Fill Concrete Density	\$ 40.00 Each

MASONRY STRENGTH CHARACTERISTICS

	Mortar Cylinders (2" x 4") w/ mold.....	\$ 24.00 Each
C109	Mortar Cubes (2" x 2") w/ mold.....	\$ 24.00 Each
C1019	Grout (3" x 6")	\$ 24.00 Each
	Handling Charge, Mortar or Grout Not Broken/Hold...\$	10.00 Each
C140	Block Compression ≤ 8" x 8" x 16".....	\$ 45.00 Each
C140	Block Compression > 8" x 8" x 16"	\$ 55.00 Each
C1314	Grouted Masonry Prism Compression Test ≤ 8" x 8" x 16"	\$ 90.00 Each
C1314	Grouted Masonry Prism Compression Test > 8" x 8" x 16"	Quotation
	Handling Charge, Grouted Prisms Not Broken/Hold	\$ 75.00 Each

BLOCK A.S.T.M.

C140	Moisture Content and Absorption.....	\$ 60.00 Each
C140	Measurements	\$ 35.00 Each
C67	Masonry Efflorescence	\$ 45.00 Each
C426	Linear Shrinkage (CMA Method)	\$125.00 Each
	Rapid Linear Shrinkage (British Modified Method) ..	\$100.00 Each
	Block Conformance Package.....	Quotation
C952	Bond Strength	\$ 50.00 Each
UBC 21.6	Masonry Core - Compression	\$ 40.00 Each
UBC 21.6	Masonry Core - Shear	\$ 65.00 Each

BRICK A.S.T.M.

C67	Compression.....	\$ 40.00 Each
C67	Modulus of Rupture	\$ 40.00 Each
C67	Absorption, Soak	\$ 30.00 Each
C67	Absorption, Boil	\$ 30.00 Each
C67	Absorption, Saturation Coefficient.....	\$ 40.00 Each
C67	Initial Rate of Absorption ...	\$ 40.00 Each
C67	Efflorescence	\$ 50.00 Each
C67	Efflorescence with Mortar ..	\$ 65.00 Each

STEEL REINFORCEMENT

A.S.T.M.		
A615/706	Tensile No. 11 Bar and Smaller.....	\$ 45.00 Each
A615/706	Tensile No. 14	\$ 100.00 Each
A615/706	Tensile No. 18.....	\$ 175.00 Each
	Mech. Splice Tensile Up to No. 11.....	\$ 100.00 Each
	Mech. Splice No. 14.....	\$ 150.00 Each
	Mech. Splice No. 18.....	\$ 300.00 Each
	Mech. Splice w/Stip.....	\$ 250.00 Each
A615/706	Bend Test No. 11 Bar and Smaller.....	\$ 35.00 Each
A615/706	Bend Test No. 14.....	\$ 50.00 Each
A615/706	Bend Test No. 18.....	\$ 100.00 Each
	Processing Mill Certificates (Per Size and Heat)	\$ 20.00 Each

STRUCTURAL STEEL

A.S.T.M.		
A370	Tensile Strength Up to 100,000 lbs.....	\$ 75.00 Each
	100,000 to 200,000 lbs.	\$ 90.00 Each
	Bend Test.....	\$ 35.00 Each
	Pipe Flattening Test.....	\$ 50.00 Each
	Bolt Tensile Test	\$ 45.00 Each
	Bolt Proof Test	\$ 35.00 Each
	Nut Proof Test.....	\$ 30.00 Each
	Nelson Stud Tensile Test ..	\$ 45.00 Each
	Machining and Preparation of Samples.....	\$ 35.00 Each
	Brinell & Rockwell Hardness Test	\$ 35.00 Each
	Processing Mill Certificates (Per Size and Heat)	\$ 25.00 Each
	Chemical Analysis	\$ 75.00 Each

PRESTRESS

A.S.T.M.		
A416	Prestress Cable, 7 Wire (Yield/Tensile).....	\$ 150.00 Each
A416	Prestress Wire (Yield/Tensile).....	\$ 140.00 Each
	Sample Preparation.....	\$ 45.00 Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Welder Certification (AWS)\$	75.00 Hour
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STRUCTURAL STEEL COUPON

Weld Tensile Test	\$ 50.00 Each
Weld Bend Test	\$ 40.00 Each
Weld-Macro Etch	\$ 75.00 Each
Machining and Preparation of Samples.....	\$ 35.00 Each



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FIREPROOFING

UBC 7-6 Unit Weight	\$ 35.00 Each
ASTM-736 Adhesion/Cohesion	\$ 45.00 Each

ROOFING

Unit Weight	\$ 55.00 Each
Roof Cut Analysis	\$ 500.00 Each
UBC 15-5 Tile (Breaking Strength/Abs)	\$ 75.00 Each
Mineral Shake - Flexural	\$ 60.00 Each
Mineral Shake - Absorption	\$ 60.00 Each

SOIL AND AGGREGATE CLASSIFICATION

A.S.T.M.

C136 Sieve Analysis (Coarse)	\$ 90.00 Each
C136 Sieve Analysis (Fine)	\$ 90.00 Each
C117 Sieve Analysis	

(Fine, Washed)	\$ 95.00 Each
D1140 #200 Wash	\$ 50.00 Each

C117 Sieve Analysis - Combined	\$ 105.00 Each
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D422/C136 Hydrometer with Sieve Analysis	\$ 175.00 Each
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D4318 Liquid and Plastic Limit	\$ 115.00 Each
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CAL TM 217 Sand Equivalent (Set of Three)	\$ 80.00 Set
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D2419	
CAL TM 227 Cleanness Value	\$ 230.00 Each
D2974 Organic Content	\$ 75.00 Each

PHYSICAL CHARACTERISTICS

A.S.T.M.

C127 Specific Gravity and Absorption (Fine)	\$ 125.00 Each
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C128 Specific Gravity and Absorption (Coarse)	\$ 100.00 Each
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C127 Specific Gravity (Coarse)	\$ 70.00 Each
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C128/D854 Specific Gravity (Fine)	\$ 70.00 Each
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D2216 Moisture Content	\$ 25.00 Each
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D3080 Direct Shear Quick Undisturbed	\$ 150.00 Each
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Direct Shear Slow Undisturbed	Quotation
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D3080 Direct Shear Quick Remolded	\$ 200.00 Each
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Direct Shear Slow Remolded	Quotation
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D2166 Unconfined Compression	\$ 75.00 Each
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D2435 Consolidation - Time Rate	\$ 275.00 Each
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D2435 Consolidation - Without Time Rate	\$ 225.00 Each
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UBC 18-2 Expansion Index	\$ 125.00 Each
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Soil and Aggregate, Physical Characteristics continued

D4829	
D2434 Permeability - Undisturbed	\$ 225.00 Each

D2434 Permeability - Remolded	\$ 250.00 Each
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SUBGRADE SUPPORT QUALITY

A.S.T.M.

D1883 Bearing Ratio w/o M. D. Curve - Per Point	\$ 125.00 Each
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CAL TM 301 R-Value (3 Points)	\$ 225.00 Each
D2844	

Lime, Cement or Bituminous Treatment available upon request.

DENSITY CHARACTERISTICS

A.S.T.M.

D2937 Moisture / Density (Ring)	\$ 25.00 Each
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D1557-A,B Maximum Density	\$ 180.00 Each
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D1557-C Maximum Density	\$ 180.00 Each
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D698-A,B Maximum Density	\$ 180.00 Each
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D698-C Maximum Density	\$ 180.00 Each
Check Point	

(Maximum Density)	\$ 75.00 Each
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C29 Unit Weight - Loose	\$ 50.00 Each
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C29 Unit Weight - Rodded	\$ 75.00 Each
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CAL TM 216 Maximum Density	\$ 175.00 Each
Rock Correction	\$ 75.00 Each

CHEMICAL PROPERTIES

CAL TMs

532/643 Resistivity	\$ 75.00 Each
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532/643 pH	\$ 45.00 Each
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CAL TM 417 Sulphate	\$ 55.00 Each
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CAL TM 422 Chloride	\$ 55.00 Each
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Corrosivity Series	\$ 165.00 Each
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Chemical Analysis	\$ 75.00 Each
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AGGREGATE PROPERTIES

A.S.T.M.

C131 LA Abrasion	\$ 150.00 Each
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C535 LA Abrasion	\$ 175.00 Each
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C88 Soundness	\$ 300.00 Each
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C40 Organic Impurities	\$ 75.00 Each
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C142 Clay Lumps / Friable Particles	\$ 100.00 Each
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C123 Lt. Wt. Particles	\$ 100.00 Each
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Percent Elongation/Flats	\$ 175.00 Each
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CAL TM 205 Percent Crushed	\$ 150.00 Each
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CAL TM 229 Durability	\$ 150.00 Each
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Geotechnical Engineering | Construction Inspection | Materials Testing | Environmental

ASPHALT CONCRETE GENERAL TESTING

A.S.T.M.

D2172	Bitumen Content	\$ 125.00 Each
D5444	Gradation of Extracted Sample	\$ 90.00 Each
D1188	Unit Weight - Molded Specimen or Cores	\$ 75.00 Each
D2041	Theoretical Maximum Density	\$ 125.00 Each
CAL TM 304	Compacted Maximum Density - HVEEM	\$ 150.00 Each
D1560/61	Compacted Maximum Density - MARSHALL	\$ 175.00 Each
D6926	Stripping	\$ 100.00 Each

MIX DESIGN / CONTROL

A.S.T.M.

CAL TM 336	Mix Design - HVEEM including	
D1560/61	Aggregate Tests – Per Design	\$2,250.00 Each
D6926/27	Mix Design - MARSHALL including Aggregate Tests – Per Design	\$2,500.00 Each
CAL TM 336	Field Mix - HVEEM	
D1560/61	Stability Per Point	\$ 175.00 Each
D6926	Field Mix - MARSHALL	
	Stability Per Point	\$ 200.00 Each

BASIS OF CHARGES

1. Services will be provided hourly as required with a half day minimum.
2. Time and one-half will be charged for any personnel services from 4:00 PM – 6:30 AM and more than eight (8) hours up to and including twelve hours per day. Double time will be charged for over twelve hours in any one day, Saturday and Sunday. Holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day and will be assessed at triple time. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. Engineering review time will be invoiced at two (2) hours per week and weekly report distribution is one (1) hour per week.
4. There will be no charge for travel time for deputy inspection. Services requiring specialized equipment or radiation will be invoiced portal to portal. Combination of services will be billed at the applicable higher hourly rate for the day.
5. Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 15%, unless provided. Subsistence on remote jobs by quotation, unless provided.
6. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 20%, unless otherwise noted.
7. Certified Payrolls are supplied upon request at \$75.00 per pay period.
8. There will be a minimum project set-up fee of \$250 for obtaining plans, specifications, accounting/distribution information and filing of preliminary liens. Invoicing is performed on a monthly basis. Past due account will accumulate interest charges at the rate of 1% per month.
9. Prices are based on current prevailing wage rates through July 1, 2019 at which time the hourly rates will increase \$3.00 Per Hour to compensate for mandatory increases as set forth by DIR.