



CITY OF RANCHO PALOS VERDES

**MEMORANDUM**

**TO:** HONORABLE MAYOR & CITY COUNCIL MEMBERS *JPH*  
**FROM:** RAY HOLLAND, DIRECTOR OF PUBLIC WORKS  
**DATE:** SEPTEMBER 7, 2010  
**SUBJECT:** TRAFFIC ENGINEERING SERVICES CONTRACT  
**REVIEWED:** CAROLYN LEHR, CITY MANAGER *cl*  
Project Manager: Nicole Jules, P.E., Senior Engineer *nj*

**RECOMMENDATION**

Award and authorize the Mayor and City Clerk to execute a professional services agreement with Willdan Engineers in an amount not to exceed \$56,700 for FY10-11 Traffic Engineering Services.

**BACKGROUND/DISCUSSION**

Every year, the Public Works Department retains the services of a traffic engineering firm to assist Staff with traffic safety-related requests. The traffic engineering firm functions on an as-needed basis as defined by task orders issued by Staff.

Willdan Engineering, a traffic engineering firm, has been providing City Traffic Engineering services for the past several years and has provided a team of professionals including designers, technicians, surveyors, grant specialists and draftpersons to assist Staff at achieving our traffic engineering goals. The Public Works department favors the team service approach because it has proven to be efficient, effective and economical for the City.

Willdan Engineering's scope of work is defined by a list of predetermined tasks that are prepared by Staff based on the current needs of the department. Those tasks are identified in the Scope of Contract Services, which is Exhibit "A" of the Professional Services Agreement which is included as an attachment to this report.

**CONCLUSION**

For FY 10-11, various items of the traffic program are selected to be in the scope of work of the traffic engineer. The contract is structured in a manner that staff will have

control over the timing and priority of various items since each item requires a separate Notice to Proceed. Willdan Engineering provides a host of various specialties resulting in an efficient and effective use of time.

Due to the current agreement expiring and the current projects in process, staff recommends approving the agreement with Willdan on a 12-month basis given their long history of providing traffic engineering services to the City.

Additionally, traffic engineering services are qualifications-based and are not based on a fixed fee. The City approves an annual allocation for traffic engineering services and services are rendered on an on-call basis.

### **FISCAL IMPACT**

Funding for Traffic Engineering Services is included in the Traffic Management Program of the FY 10-11 budget.

Attachment: Professional Services Agreement with Willdan Engineering

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of September, 2010, by and between the City of Rancho Palos Verdes, hereinafter referred to as "CITY," and Willdan Engineering, hereafter referred to as "CONSULTANT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

### ARTICLE 1 SCOPE OF SERVICES

#### 1.1 Project Description

The Project is described as Traffic Engineering Services.

#### 1.2 Description of Services

CONSULTANT shall provide traffic engineering services as described in the Scope of Contract Services, attached hereto as Exhibit "A" and incorporated herein by this reference.

#### 1.3 Schedule of Work

Upon receipt of written Notice to Proceed from the CITY, CONSULTANT shall perform with due diligence the specific services requested by the CITY and included in Exhibit "A." No work shall be done on any item of Exhibit "A" for which CONSULTANT has not received a written Notice to Proceed. CONSULTANT shall perform all services under this Agreement in a timely manner consistent with industry standards for professional skill and care. Time is of the essence in this Agreement.

CONSULTANT shall not be responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's work promptly, or delay or faulty performance by CITY, other consultants/contractors, or governmental agencies, or any other delays beyond CONSULTANT's control or without CONSULTANT's fault.

### ARTICLE 2 COMPENSATION

#### 2.1 Fee

(a) The total compensation to be paid by CITY to CONSULTANT under this Agreement shall not exceed fifty-six thousand seven hundred dollars (\$56,700) for any

services provided. Any amount beyond the maximum total amount of \$56,700 must be approved by the City Council.

(b) CITY agrees to compensate CONSULTANT for items in Exhibit "A" for which CITY has issued to CONSULTANT a Notice to Proceed in an amount not to exceed the maximum amounts set forth in CONSULTANT's Fees and Payments, attached hereto as Exhibit "B" and incorporated herein by this reference. The maximum amounts in Exhibit "B" shall be in effect through the end of this Agreement or June 30, 2011, whichever occurs first.

(c) The CITY will compensate CONSULTANT according to its Schedule of Hourly Rates, attached hereto as Exhibit "C" and incorporated herein by this reference. The rates in Exhibit "C" shall be in effect through the end of this Agreement or June 30, 2011, whichever occurs first.

(d) CITY may request additional specified work under this Agreement exceeding the limitations in Exhibit "B," provided such work does not exceed the maximum total amount which has been approved by the City Council in paragraph A of this Section 2.1, if such additional specified work is authorized in writing by the Director of Public Works prior to commencement. CONSULTANT shall be paid for such additional services in accordance with CONSULTANT's Schedule of Hourly Rates, attached hereto as Exhibit "C."

(e) CONSULTANT's final invoice must be submitted within thirty (30) days of completion of the stated scope of services or June 30, 2011, whichever occurs first.

## 2.2 Payment Address

All payments due CONSULTANT shall be paid to:

Willdan Engineering  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746-3497

## 2.3 Terms of Compensation

CONSULTANT will submit invoices monthly for the work completed in the previous month. CITY agrees to authorize payment in accordance with Section 2.1 of this Agreement for all undisputed invoice amounts within thirty (30) days of receipt of the invoice. CITY agrees to use its best efforts to notify CONSULTANT of any disputed invoice amounts within ten (10) days of the receipt of each invoice. However, CITY's failure to timely notify CONSULTANT of a disputed amount of claimed completion percentage shall not be deemed a waiver of CITY's right to challenge such amount or percentage.

Additionally, in the event CITY fails to pay any undisputed amounts due CONSULTANT within forty-five (45) days after invoices are received by CITY then CITY

agrees that CONSULTANT shall have the right to consider said default a total breach of this Agreement and be terminated by CONSULTANT without liability to CONSULTANT upon ten (10) working days advance written notice.

#### 2.4 Term of Agreement

This Agreement shall commence on the day it is executed, provided that Certificates of Insurance are current on that date, and this Agreement shall terminate on June 30, 2011, unless earlier terminated pursuant to Article 4 of this Agreement.

### ARTICLE 3 INDEMNIFICATION AND INSURANCE

#### 3.1 Indemnification

CONSULTANT will defend, indemnify and hold harmless CITY and its officials, officers, employees, agents and volunteers free and harmless from all tort liability, including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees, experts' fees, or court costs incurred by the CITY, to the extent arising out of or in any way connected with, in whole or in part, the negligent or reckless acts or omissions or willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees or contractors in the performance of this Agreement. This includes but is not limited to claims, suits and liabilities for bodily injury, death or property damage to any individual or entity, including officers, agents, employees or contractors of the CONSULTANT. The provisions of this paragraph shall not apply to claims to the extent arising out of the active negligence or willful misconduct of the CITY and its officials, officers, employees, agents and volunteers.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold free and harmless the CITY and the CITY's officials, officers, employees, agents and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees, experts' fees, and costs to the extent the same are caused by negligence, recklessness or willful misconduct of the CONSULTANT, or any of the CONSULTANT's officials, officers, agents, employees or volunteers, in the performance of professional services pursuant to this Agreement.

#### 3.2 General Liability

CONSULTANT shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California

and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

### 3.3 Professional Liability

CONSULTANT shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect a policy or policies of professional liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim and aggregate for errors and/or omissions of CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of A VII or better. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on the CITY's behalf until three (3) years after the date of work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three-year extended reporting period endorsement, which reinstates all limits for the extended reporting period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of the CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date.

### 3.4 Automobile Liability

CONSULTANT shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars (\$1,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars (\$500,000) for property damage arising from one incident.

### 3.5 Worker's Compensation

CONSULTANT shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect worker's compensation insurance as required by the law. CONSULTANT shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

### 3.6 Notice of Cancellation

(a) All insurance policies shall provide that the insurance coverage shall not be cancelled by the insurance carrier without thirty (30) days prior written notice to CITY, or ten (10) days notice if cancellation is due to nonpayment of premium. CONSULTANT agrees that it will not cancel or reduce said insurance coverage.

(b) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect throughout the full term of this Agreement, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost,

CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

### 3.7 Certificate of Insurance

At all times during the term of this Agreement, CONSULTANT shall maintain on file with the CITY Clerk Certificates of Insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy shall contain endorsements naming the CITY, its officers, agents and employees as additional insured.

### 3.8 Primary Coverage

The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The insurance policies (other than workers compensation and professional liability) shall include provisions for waiver of subrogation.

## ARTICLE 4 TERMINATION

### 4.1 Termination of Agreement

(a) This Agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days prior written notice or by CONSULTANT upon ninety (90) days prior written notice. Notice shall be deemed served if completed in compliance with Article 6.13.

(b) In the event of termination or cancellation of this Agreement by CONSULTANT or CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT, in an amount to be determined as follows: for work satisfactorily done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the percentage of services performed prior to the effective date of termination or cancellation in accordance with the work items; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to CONSULTANT for the full performance of the services described in Article 2.1.

## ARTICLE 5 OWNERSHIP OF DOCUMENTS

### 5.1 Ownership of Documents and Work Product

All documents, plans, specifications, reports, photographs, images, video files and media created or developed by CONSULTANT pursuant to this Agreement ("Written Products") shall be and remain the property of the CITY without restriction or limitation upon its use, duplication or dissemination by the CITY. All Written Products shall be

considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the CITY without restriction or limitation upon their use, duplication or dissemination by the CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any Written Products.

CONSULTANT hereby assigns to the CITY all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the CITY pursuant to the paragraph directly above this one.

CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the CITY has full legal title to and the right to reproduce the Written Products. CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of CITY officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

Upon termination, abandonment or suspension of the Project, the CONSULTANT shall deliver to the CITY all Written Products and other deliverables related to the Project. If CONSULTANT prepares a document on a computer, CONSULTANT shall provide CITY with said document both in a printed format and in an electronic format acceptable to the City.

## ARTICLE 6 GENERAL PROVISIONS

### 6.1 Representation

A CITY representative shall be the Director of Public Works or his or her designee and a CONSULTANT representative shall be designated by CONSULTANT as the primary contact person for each party regarding performance of this Agreement.

## 6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. sections 200e-217), and the Americans with Disabilities Act of 1992 (42 U.S.C. section 11200, et seq.).

## 6.3 Personnel

CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer and/or licensed in the appropriate discipline of Engineering for the work being conducted by the State of California and in good standing. CONSULTANT shall make reasonable efforts to maintain the continuity of CONSULTANT's staff who are assigned to perform the services hereunder and shall obtain the approval of the Director of Public Works of all proposed staff members who will perform such services. CONSULTANT may associate with or employ associates or subcontractors in the performance of its services under this Agreement, but at all times shall be responsible for their services.

## 6.4 Conflicts of Interest

CONSULTANT agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by CITY on any matter in connection with which CONSULTANT has been retained pursuant to this Agreement.

## 6.5 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

(b) If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

(c) Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at reasonable hourly rates, as agreed by the parties.

#### 6.6 Assignment

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of the CITY. Any such purported assignment without written consent shall be null and void, and CONSULTANT shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.

Notwithstanding the above, CONSULTANT may use the services of persons and entities not in CONSULTANT's direct employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of subcontractors for additional services shall not be unreasonably restricted by the CITY provided CONSULTANT notifies the CITY in advance.

#### 6.7 Independent Contractor

CONSULTANT is and shall at all times remain, as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of the CONSULTANT's employees, except as herein set forth, and CONSULTANT is free to dispose of all portions of its time and activities which it is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations at the CONSULTANT wishes except as expressly provided in this Agreement. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and its employees. CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to the CITY from CONSULTANT as a result of its failure to promptly pay to the CITY any reimbursement or indemnification arising under this Article.

#### 6.8 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

#### 6.9 Entire Agreement

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

#### 6.10 Construction

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

#### 6.11 Non-Waiver of Terms, Rights and Remedies

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

#### 6.12 Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

#### 6.13 Notice

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

Mr. Ray Holland, Director of Public Works  
City of Rancho Palos Verdes  
30940 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275

To CONSULTANT:

Mr. Lew Gluesing, P.E., T.E.  
Willdan Engineering  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746-3497

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, state, religious, County of Los Angeles or CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated: \_\_\_\_\_

WILLDAN ENGINEERING

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF RANCHO PALOS VERDES  
A Municipal Corporation

BY: \_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

## EXHIBIT "A"

### SCOPE OF CONTRACT SERVICES

It is the Consultant's responsibility to design all projects and perform all work in compliance with the most stringent criteria of all applicable codes and statutes including, but not limited to, Title 24 of the California Building Code, the Americans with Disabilities Act ("ADA"), and the ADA Accessibility Guidelines ("ADAAG"). Should any of the applicable codes or statutes conflict, the stricter requirement shall be met.

Upon written Notice to Proceed from the City regarding an item of work described below, Consultant shall perform with due diligence the services included in that item. **No work shall be done on any item of this Exhibit for which the Consultant has not received a written Notice to Proceed for that item.** All work shall be authorized by and coordinated with the City's Director of Public Works or his or her designee.

Upon written Notice to Proceed from the City, the services Consultant may provide are:

1. Traffic Engineering information, investigations or small project designs requested by staff to address various citywide traffic issues or concerns of the residents, staff, emergency services and other public agencies.
2. Update Speed Zone Surveys.
3. Provide necessary traffic data to the State and/or other public agencies, such as the Highway Performance Monitoring System ("HPMS"), Highway Monitoring, Congestion Management Program ("CMP") or other agency.
4. Traffic Engineering investigations as requested by Staff.
5. Palos Verdes Drive East Preliminary Study.
6. Crenshaw Crest Traffic Study.
7. Hesse Park Traffic Study.
8. General Plan update to Circulation Element Traffic Study.

**Exhibit "B"**

**CONSULTANT'S FEES AND PAYMENTS**

Fee payment is as follows: No payment shall be made for any item of work that is done for which the Consultant has not received a written Notice to Proceed from the City for that item. All services will be invoiced at the close of each month on a percentage of completion basis. Payment is to be made within thirty (30) days from receipt of invoice.

Maximum cost to the City for work requested in writing for Exhibit "A" items shall not exceed the following retainers:

<b>Description of Services</b>	<b>Retainer</b>
1. Traffic Engineering information, investigations or small project designs requested by staff to address various citywide traffic issues or concerns of the residents, staff, emergency services and other public agencies, including updating speed zone surveys.	\$20,000
2. Provide necessary traffic data to the State and other public agencies, such as HPMS, Highway Monitoring, CMP, or other agency.	\$5,000
3. Traffic Engineering investigations.	\$10,000
4. Palos Verdes Drive East – Preliminary Study.	\$5,000
5. Annual Traffic Calming Program (Engineering).	\$5,000
6. Crenshaw Crest Traffic Study.	\$2,500
7. Hesse Park Traffic Study.	\$2,500
8. General Plan update to Circulation Element Traffic Study.	\$6,700
<b>TOTAL</b>	<b>\$56,700</b>

The following reimbursable items are included in Consultant's retainer fees listed above. Thus, Consultant shall not be reimbursed beyond the retainer amounts for the following:

1.     Reproduction costs (blueprints, scans, plots, photographs, etc.) of deliverables referenced above.
2.     Shipping and delivery charges.
3.     Mileage to and from the City and Project site.

**Exhibit "C"**

**CONSULTANT'S SCHEDULE OF HOURLY RATES**

[include document 1275318]

**EXHIBIT "C"**  
**WILLDAN ENGINEERING**  
**Schedule of Hourly Rates**  
Effective July 1, 2010 to June 30, 2011

<b>ENGINEERING</b>	<b>LANDSCAPE ARCHITECTURE</b>
Principal Engineer ..... \$200.00	Principal Project Manager ..... 180.00
Director ..... 180.00	Principal Landscape Architect ..... 150.00
Deputy Director ..... 180.00	Senior Landscape Architect ..... 125.00
Principal Project Manager ..... 180.00	Associate Landscape Architect ..... 115.00
City Engineer ..... 180.00	Assistant Landscape Architect ..... 100.00
Project Manager ..... 180.00	
Program Manager ..... 180.00	<b>BUILDING AND SAFETY</b>
Supervising Engineer ..... 160.00	Director ..... 180.00
Senior Engineer ..... 145.00	Deputy Director ..... 180.00
Senior Design Manager ..... 145.00	Principal Project Manager ..... 180.00
Design Manager ..... 135.00	Supervising Plan Check Engineer ..... 150.00
Associate Engineer ..... 135.00	Building Official ..... 150.00
Senior Designer ..... 130.00	Plan Check Engineer ..... 140.00
Senior Design Engineer II ..... 130.00	Deputy Building Official ..... 140.00
Senior Design Engineer I ..... 125.00	Inspector of Record ..... 140.00
Designer II ..... 120.00	Senior Plans Examiner ..... 125.00
Designer I ..... 115.00	Supervising Building Inspector ..... 125.00
Design Engineer II ..... 120.00	Plans Examiner ..... 115.00
Design Engineer I ..... 115.00	Senior Building Inspector ..... 115.00
Senior Drafter ..... 110.00	Supervisor Code Enforcement ..... 115.00
Drafter II ..... 100.00	Building Inspector ..... **105.00/110.00
Drafter I ..... 95.00	Supervising Construction Permit Specialist ..... 105.00
Technical Aide ..... 85.00	Senior Construction Permit Specialist ..... 100.00
	Senior Code Enforcement Officer ..... 95.00
<b>CONSTRUCTION MANAGEMENT</b>	Assistant Building Inspector ..... **95.00/110.00
Director ..... 180.00	Code Enforcement Officer ..... 80.00
Deputy Director ..... 180.00	Construction Permit Specialist ..... 80.00
Project Manager ..... 180.00	Assistant Construction Permit Specialist ..... 85.00
Senior Construction Manager ..... 155.00	Plans Examiner Aide ..... 75.00
Construction Manager ..... 145.00	Assistant Code Enforcement Officer ..... 70.00
Assistant Construction Manager ..... 120.00	
Utility Coordinator ..... 125.00	<b>PLANNING</b>
Labor Compliance Manager ..... 120.00	Director ..... 180.00
Labor Compliance Specialist ..... 95.00	Deputy Director ..... 180.00
	Principal Planner ..... 150.00
<b>INSPECTION SERVICES</b>	Principal Community Development Planner ..... 150.00
Supervising Public Works Observer ..... 120.00	Senior Planner ..... 130.00
Senior Public Works Observer ..... 110.00	Senior Community Development Planner ..... 130.00
Public Works Observer ..... **100.00/110.00	Associate Planner ..... 115.00
Assistant Public Works Observer ..... **100.00/110.00	Associate Community Development Planner ..... 115.00
	Assistant Community Development Planner ..... 105.00
<b>SURVEYING</b>	Assistant Planner ..... 105.00
Principal Project Manager ..... 180.00	Planning Technician ..... 85.00
Supervisor - Survey & Mapping ..... 155.00	Community Development Technician ..... 85.00
Senior Survey Analyst ..... 130.00	
Certified Party Chief ..... 130.00	<b>ADMINISTRATIVE</b>
Senior Calculator ..... 120.00	Computer Data Entry ..... 65.00
Calculator II ..... 110.00	Clerical ..... 65.00
Calculator I ..... 100.00	Word Processing ..... 65.00
Survey Analyst II ..... 115.00	Personal Computer Time ..... 30.00
Survey Analyst I ..... 100.00	
Survey Party Chief ..... 115.00	
Field Party (One) ..... 180.00	Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.
Field Party (Two) ..... 235.00	** Prevailing Wage Project, Use \$110.00
Field Party (Three) ..... 295.00	

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.