#### AGREEMENT FOR PROFESSIONAL SERVICES

#### Willdan Engineering

#### Plan Check Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of June 27, 2023, by and between the City of Lake Elsinore, a municipal corporation ("City") and Wildan Engineering, a corporation ("Consultant").

#### **RECITALS**

A. The City has determined that it requires the following professional services:

#### Plan Check Services

- B. Consultant has submitted to City a proposal, dated March 24, 2023, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

#### **AGREEMENT**

1. <u>Scope of Services</u>. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

#### 2. Time of Performance.

- a. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).
- b. <u>Performance Schedule</u>. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.
- c. <u>Term.</u> Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and

Willdan Engineering Page 1

ending June 30, 2026. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

- 3. <u>Compensation</u>. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultant's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's annual compensation exceed two hundred thousand dollars and no cents (\$200,000.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.
- 5. <u>Background Checks</u>. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

#### 6. Suspension or Termination.

- 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 such 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 "Method of Payment" herein.

#### 7. Plans, Studies, Documents.

- a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.
- b. <u>Licensing of Intellectual Property</u>. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
- c. <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

#### 8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

#### 9. <u>Independent Contractor</u>.

- a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. 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, or agents 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 whatsoever against City, or bind City in any manner.
- b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
- 10. <u>PERS Eligibility Indemnification</u>. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 11. <u>Interests of Consultant</u>. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered

by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
- 12. <u>Professional Ability of Consultant</u>. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

#### 13. Compliance with Laws.

- a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.
- b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.
- 14. <u>Licenses</u>. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.
- 15. <u>Indemnity</u>. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of

law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

#### 16. <u>Insurance Requirements</u>.

- a. <u>Insurance</u>. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.
  - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.
  - ii. <u>General Liability Coverage</u>. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

- iii. <u>Automobile Liability Coverage</u>. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.
- iv. <u>Professional Liability Coverage</u>. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made <u>annual</u> aggregate basis, or a combined single limit per occurrence basis.
- b. <u>Endorsements</u>. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
  - i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.
  - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. <u>Certificates of Insurance</u>. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- 17. <u>Notices</u>. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore

Attn: City Manager 130 South Main Street Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore

Attn: City Clerk

130 South Main Street Lake Elsinore, CA 92530

If to Consultant: Willdan Engineering

Attn: Vanessa Munoz, PE, TE 650 E. Hospitality Lane, Suite 400 San Bernardino, CA 92408

- 18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 19. <u>Waiver</u>. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 20. <u>Litigation Expenses and Attorneys' Fees</u>. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

- 21. <u>Mediation</u>. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
- 22. <u>Prohibited Interests</u>. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 23. <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.
- 25. <u>Severability</u>. 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.
- 26. <u>Controlling Law Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.
- 27. <u>Authority to Enter Agreement</u>. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to

make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

- 28. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 29. <u>Entire Agreement; Incorporation; Conflict.</u> This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.
- 30. <u>Amendments</u>. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"			"CON	SULTANT"
CITY OF LAI corporation	KE ELSINORE, a municip	oal	Willda	n Engineering, a Corporation
City Manage	r		By: Its:	Vanessa Munoz, PE, TE President/CEO
ATTEST:				
City Clerk				
APPROVED	AS TO FORM:			
City Attorney	,			
Assistant Cit	y Manager			
Attachments:	Exhibit A – Consultant's Exhibit B – List of Subco			

# EXHIBIT A CONSULTANT'S PROPOSAL [ATTACHED]

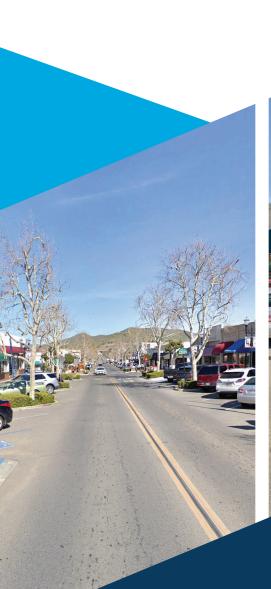
# **CITY OF LAKE ELSINORE**

# **CALIFORNIA**

Request for Qualifications

# Plan Check Services For Engineering Department

March 24, 2023











#### **Cover Letter**

March 24, 2023

City of Lake Elsinore Engineering Department 130 South Main Street Lake Elsinore, California 92530

#### Submitted via PlanetBids

#### Subject: Request for Qualifications for Plan Check Services for Engineering Department

The City of Lake Elsinore is seeking qualified consultants to provide professional as-needed plan check services. Willdan Engineering (Willdan) is confident that we can continue to successfully provide the requested professional engineering plan check services as a valuable resource to help augment City staff in accomplishing the City's goals and needs. Throughout this proposal, we have demonstrated advantages the Willdan team brings to the range of services requested and how the City can continue to benefit from having us as its' supporting consultant. The following strengths are what sets us apart from the competition and makes us the best-qualified support team for the City.



**Knowledge of the City.** Willdan has provided professional services to the City of Lake Elsinore on various projects since 2013. Our proposed Project Manager, Mr. Ron Stein has been providing services for the City which include current plan check services, HSIP Cycle 7 application review, financial compliance, and financial consulting services. We have an established working relationship with City staff and a familiarity with City procedures and requirements. Our knowledge of the City will enable us to initiate work quickly and to respond appropriately to issues that arise during this contract.



**Understanding of City Plan Checking Services.** Willdan's plan checking applies City, State and Federal guidelines, particularly the California Subdivision Map Act, NPDES and Low Impact Development requirements and general compliance with City Standards, Ordinances and Regulations. Our staff of experts will stamp and wet sign the approval of engineering documents/plans/maps for accuracy and adequacy and will submit an approval letter stating the same. Open communication is one of the most important elements to the success of a plan check. Willdan will always perform all necessary correspondence and coordination with City Staff to ensure the plan check is completed in a timely manner.



**Highly Skilled Project Manager.** Mr. Ron Stein has 11 years of engineering expertise in land development design and plan check services. Mr. Stein presently serves as a Task Leader for Orange County and Project Manager for a similar assignment with the Cities of La Quinta and Rialto. He has led land development engineering teams engaged in the design of projects encompassing all aspects of the City's scope of work, conducting meticulous QA/QC plan reviews that quality products that adhered to all local agency standards. Mr. Stein's experience in the design and construction of private and public works projects will add tremendous value to the City's plan review process from the perspective of constructability and value engineering.



**Industry Leader in Electronic Plan Review**. Willdan is known throughout the industry as a leader in electronic plan review. Willdan developed an electronic plan review system more than 20 years ago and has remained on the forefront of electronic plan review software usage. We are proficient in the use of Bluebeam and other software programs.



**Quick Turnaround Times.** Willdan has a reputation of providing quality and accurate plan review in a timely manner. We understand that time is of critical importance to the City and to the development community. We are dedicated to meeting standard and "fast track" turnaround deadlines.



**No Conflict of Interest.** Willdan is dedicated to providing professional engineering services to public agencies. We are prepared to function as an agent of the City and will not prepare improvement plans or studies for development projects within the City.



**Staffing Resources.** Our bench of licensed and technical experts consists of specialists in construction management, construction observation, water resources, highway and roadway engineering, drainage and flood control, structural engineering, traffic and transportation engineering, geotechnical engineering and materials testing/inspection, municipal engineering, landscape architecture, environmental planning, building safety, urban and regional planning, and other technical fields. The breadth and diversity of the firm's expertise means our experts can draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets. Other services such as federal invoicing and labor compliance can be provided with in-house staffing resources.

Willdan confirms that this submittal will remain valid for 120 days from the date of the proposal due date. We appreciate the opportunity to submit this proposal and look forward to discussing our proposal with you and your staff. The primary individual authorized to sign and negotiate a contract for these services is Ms. Vanessa Muñoz, PE, TE, President, located at 650 E. Hospitality Lane, Suite, 400, San Bernardino, CA 92408, Telephone (562) 368-4848 and email <a href="mailto:vmunoz@willdan.com">vmunoz@willdan.com</a>.

Respectfully submitted,

WILLDAN ENGINEERING

Vanessa Muñoz, PE, TE

President/CEO



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# **Description of Services**

Willdan understands that the City of Lake Elsinore seeks proposals from qualified consultants to provide the City with On-Call Plan Checking services. Plan checking services will be provided on engineering plans and studies that are submitted for review by the development community. The City desires to partner with a firm that can provide the requested services in a complete and timely manner. Through our 59 years of providing plan check services, Willdan has developed an unmatched knowledge of the services that are required of a plan check consultant. Our understanding is discussed further as follows:

# **Plan Checking Expertise**

Through Willdan's previous plan review contract with the City, we have developed knowledge of the city's practices, policies, and procedures. Improvement plan checking will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Documents will be reviewed for conformance with City of Lake Elsinore standards, Standard Plans for Public Works Construction, Caltrans Standard Plans, Caltrans Highway Design Manual, and other standards relevant to the project.

Willdan can assist the City with various engineering review support and design services including, but not limited to the following:





Willdan's staff size, breadth of experience and collaborative approach among our team members will enable us to review all submittals of the anticipated plan sets in the desired turnaround time frame if not sooner. Our staff, many of whom have experience as former public agency staff and management understands the uniqueness of public agency needs and issues; they serve as city engineers, planning directors, traffic engineers, building officials, and public agency staff members on a contract basis for numerous cities and counties. The diversity of our staff's experience is an added value of our services.

Willdan has been providing services to local agencies in Southern California for 59 years. Our staff has hands-on working knowledge and direct experience implementing City and Riverside County standards. We have developed a well-coordinated review process, including a plan check tracking, and reporting system and specific discipline review checklists, to provide the City with timely, cost-effective service.

## **On-Call Contract Expertise**

On-call engineering services are Willdan's foundation. Our staff includes former public agency employees or contract agency staff. Therefore, we understand the importance and purpose of on-call contracts and are very familiar with the processes and procedures for such services. Within the last 8 years, Willdan has completed projects and task orders for more than 200 as-needed/on-call contracts. This experience and the relevant experience of our dedicated and available key personnel are what best suits Willdan to provide the City with on-call services.

Our history of working with on-call contracts has well prepared our staff to respond to all requests for

services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and to deliver a product our clients envision and embrace.

We begin our approach by adhering to these principles:

- Conduct business with truthfulness and high ethical standards
- Approach each project with a spirit of resourcefulness and excellence
- Seek appropriate solutions that fit the project
- Maintain high standards of technical quality

Willdan understands the unique aspect of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff in crucial projects
- Availability of our staff to the work assignment as it develops is often critical to moving that project forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Special attention to quality assurance and quality control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract





as:

#### **Other Services**

We understand that in addition to plan checking service the City may request additional services to be provided. Willdan's experience in serving public agencies provides us with unmatched knowledge of the needs and services required by City departments. As we serve directly in City offices, we are keenly aware of how City CIP and design projects are planned, designed, and constructed. The services that we provide to clients on a routine basis include Civil Engineering, Traffic Engineering, Survey/Mapping/Right-of-Way Engineering, Structural Engineering, Pavement Engineering, Stormwater Engineering, Geotechnical Engineering, Landscape Architecture, Construction Management/Inspection, Utility Coordination and Permitting, Environmental Compliance and Permitting, Grant Funding, and Labor Compliance Management and Oversight. These are the core services that we provide daily to our clients and are prepared to offer them to the City of Lake Elsinore.

# **Scope of Services**

The following is a sample of the services Willdan can provide and their associated scope of work that may be required with each specific project assignment. This is intended only as a guide.

#### **Street Improvement Plans**



Street improvement plans will be checked under the direct supervision of a registered civil engineer. Plans will be checked to utilize Lake Elsinore Standard plans and consistent with Section IV of the Lake Elsinore Design Manual. Improvement plan reviewing will include, but not necessarily be limited to, street and drainage plans, sewer and water plans, hydrology

and hydraulic studies, preliminary drainage studies, FEMA requirements and design connections to

existing systems, landscape and irrigation, bridges and structures, traffic signal, signing and striping plans, and park facilities. Specifically, the following tasks will be performed:

- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, sidewalks, streetlights, drive approaches, storm drain and flood control systems, underground wet utilities, traffic signals, and signing and striping.
- Check street improvement plans for compliance with City and County standards, design guidelines and
- check grading, street, and storm drain plans for conformance with the street improvement plans.
- Check street improvement plans for compliance with City conditions of approval and the approved tentative map.
- Check street improvement plans and plans against easement documents, record maps, and rightof-way documents; determine need for permanent easements, additional right-of-way, or temporary easements.
- Check various plan sets to assure no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements; check for Underground Service Alert note on plans.
- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.



- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review proposed street improvement plans for conformance with City's approved specific plan.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the street improvements for agreement with the record map and record data.
- Check horizontal and vertical sight distance based on appropriate design speed.
- Review pavement design for consistency with the recommendations of the soils engineer.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review plans for any special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.

#### **Grading, Erosion Control, and Drainage Plans**



Willdan will perform grading and site accessibility plan review for projects constructed in the

City for conformance with City codes and ordinances, including the City grading code and manual, California Building Codes related to site accessibility,

or consistent with the City's Drainage design policies. All plans will be reviewed to ensure compliance with Section III of the Lake Elsinore Design Manual. It is noted that the City has strict floodplains and must ensure all developments are above the BFE unless proposing mitigation.



Willdan's staff assigned to City projects has a thorough knowledge of civil engineering principles and practices and site improvement

design requirements. All plan reviews are completed using City established policies and procedures and within City timeframes. Willdan's services are of the highest quality and will be provided in a timely and professional manner. Our grading plan review will be consistent with Willdan plan review quality guidelines. We will utilize the City's grading plan checklist and mark up plans. Willdan will ensure plans meet all applicable codes and ordinances upon completion of plan reviews, evaluation of the engineers cost estimate, and final recommendation on bond amount and permit fees. Willdan will review associated erosion and sediment control plans in accordance with City, County and State Regional Water Quality Control Board requirements. The best management practices during construction will be reviewed for compliance and appropriateness for the proposed project improvements. Willdan staff has experience with preparation of erosion and sediment control plans for the associated grading and drainage improvement plans and therefore a working knowledge of the design requirements and implementation of appropriate BMPs selection and design.

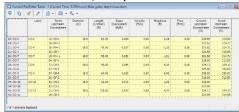


#### Hydrology/Hydraulics Reports & Storm Drain Plans



Hydrology/Hydraulics Reports and Storm Drain Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- Check H/H report for compliance with City and County standards and design guidelines.
- Check grading, street, and storm drain plans for conformance with the H/H report.
- Check H/H report for compliance with City conditions of approval and the approved tentative map.
- Check for any diversion of flows from their historic patterns.
- Check for any adverse effect of drainage on downstream properties.
- Check various plan sets to assure no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.
- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review proposed storm drain plans for conformance with City's approved master plan of drainage.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans proposed a situation.
  - improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the storm drain improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.





#### Traffic Signal Plans, Signing & Striping, Street Lighting Plans and Construction Detour Plans

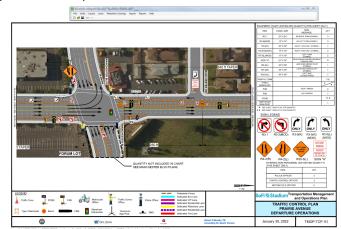


Traffic engineering design plans will be checked under the direction of a state registered Traffic Engineer. Willdan's plan review staff has the capability to review traffic design plans including but not necessarily be limited to, traffic signals, signing and striping, street lighting, temporary traffic control and construction detours, flashing beacons, EV charging stations,

pedestrian and bicycle facilities, and circulation plans. As needed, Willdan's plan review staff can also review and prepare comments on documents, such as, traffic studies related to a development project. During a typical plan check review, the following tasks will be performed:

- Check design plans for compliance with general design criteria established by the City standards for traffic signals, signing and striping, and streetlights.
- Check design plans for compliance with City and/or County standards, Caltrans standard plans, and California Manual on Uniform Traffic Control Devices (CA MUTCD).
- Check design plans to ensure all improvements are shown as required by the City's conditions of approval for

the proposed development project and general plan requirements.



- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Review general notes, construction notes, and legends on all plan sheets.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check horizontal and vertical sight distance based on appropriate design speed.
- Review plans for any special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.
- For traffic control and detour plans, check proper placement and spacing of traffic control
  equipment, adequate transition and taper lengths, pedestrian, and bicycle access, working hours,
  correct sign designations, driveway access, and turn restrictions.

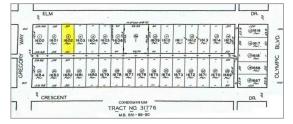
#### Parcel/Tract Maps, Lot Mergers, Easements, Lot Line Adjustments, Survey



Willdan's review of easement documents, lot line adjustments, dedications, vacations, quitclaims, Parcel, and Tract Maps shall be by or under the direction of a Licensed Land

Surveyor to assure compliance with applicable provisions of the Subdivision and other conditions of

Map Act, County ordinances, and other conditions of approval and requirements. There will be detailed checks made, including, but not limited to, review of survey documentation and title reports, lot and boundary closures, dedication and easement provisions, legal





descriptions, completeness, and accuracy of data notation, and necessary certifications of City and County staff. We encourage open communication between the map preparer and the checker to limit the amount of map checks. Once submitted to the City and then transmitted to us, our preference is to do all checking in BlueBeam and email back to the preparer or owner, always cc'ing the City.

- Willdan currently provides these services for about 20 cities in five Southern California counties, some on a long-term basis and some on an interim basis. Willdan is also currently performing Deputy County Surveyor services in Marin County.
- Willdan's survey department can review Condominium Plans that are submitted to the City. Our
  preparation of numerous Condo Plans has given us a unique understanding of various types of
  Condo Plans. We work with the developer and the City Attorney in such matters.
- Willdan's office staff prepares and reviews hundreds of easements each year. We can work with
  the developer and the City in the preparation of the front (signature) sheet of the easement
  document and can advise on the record-ability of the executed document.
- Willdan will sign maps in the capacity of the City Surveyor.

#### **Bridge or Retaining Wall Structures/Structural Calculations**



Structures proposed as part of development projects that are not under the purview of the Building Permit will be reviewed. Submittals typically will include structural plans and calculations and these documents will be reviewed for conformance with the improvement plans, pertinent codes, and standards. Willdan provides complete structural engineering support for design, analysis, inspection, and evaluation of structural systems. We provide

these services for a wide variety of structures encompassing transportation-related infrastructure, railroad and transit, airport facilities, industrial and commercial developments, recreational facilities, and water and wastewater utilities.

Our experienced staff performs bridge advance planning studies and analyzes and designs bridges, sound walls, retaining walls, and buildings. Willdan's team has experience working on new, replacement, or rehabilitated bridges; cofferdams; tie-back walls; demolition; falsework and form design; bridge scour plans of action; and design of work trestles and temporary bridges for construction. Our staff members have designed weirs, spillways, box culverts, lined channels, custom-designed manhole inlets, and pipe protection. In addition, our staff has in-depth knowledge of all federal, state, and local criteria and methodologies for preparing project development documents, design, construction documents, and processing design of new bridges and bridge widenings, including the latest seismic analysis and design procedures. We note that our structures staff has had tremendous success obtaining HBP grants to fund our clients' bridge improvement and replacement projects.

#### **Water Quality Management Plans**



All new development and significant redevelopment projects are required to incorporate Low Impact Development (LID) Best Management Practices to the maximum extent possible. The intent of these requirements is to reduce the discharge of pollutants to receiving waters. These are the results of federal and state regulations and provide implementation plans to

protect water quality. Willdan will review the PWQMP and FWQMPs submitted by applicants to ensure compliance with the requirements.



#### Soils, Geotechnical, Geologic, Alquist Priolo Report Reviews



Willdan will review geotechnical and geologic reports submitted as supporting documents for development projects. Our review will include the review of recommendations related to roadway structural section designs, trench backfill designs, and structural footing designs. As applicable, we will perform our work in general accordance with the following:

- Adequacy with respect to geotechnical and geologic conditions
- Conformance with applicable City, State and Federal laws
- Comply with the governing codes
- Conformance with City Design Manuals and City Standard Plans
- Most recently adopted Uniform Building Code and California Building Code
- 1991 Seismic Hazards Mapping Act
- 1972 Alquist-Priolo Earthquake Fault Zoning Act
- California Division of Mines and Geology Notes:
  - ✓ Note 41 General Guidelines for Reviewing Geologic Reports
  - ✓ Note 42 Guidelines to Geologic/Seismic Reports
  - ✓ Note 44 Recommended Guidelines for Preparing Engineering Geologic Reports
  - ✓ Note 46 Guidelines for Geologic/Seismic Considerations in Environmental Impact Reports
  - ✓ Note 48 Checklists for the Review of Geologic/Seismic Reports for California Public Schools, Hospitals, and Essential Services Buildings
  - Note 49 Guidelines for Evaluating the Hazard of Surface Fault Rupture
- California Division of Mines and Geology Special Publication 117, Guidelines for Evaluating and Mitigating Seismic Hazards in California
- Southern California Earthquake Center, Recommended Procedures for Implementation of DMG Special Publication 117, Guidelines for Analyzing and Mitigating Liquefaction in California
- ASTM guidelines relating to geology and geotechnical work have to do with laboratory testing and field procedures. All applicable ASTM guidelines will be enforced.
- State Mining and Geology Board, General Guidelines for Reviewing Geological Reports

#### **Sewer Improvements Plans**



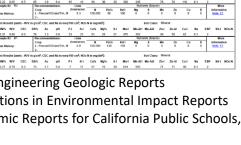
Sewer Improvement Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be

performed:

 Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.

 Check plans for compliance with general design criteria established by the City standards for underground wet utilities.

- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.



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Soil Report



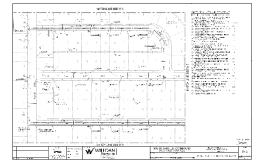
- Review available sewer study against the sewer improvement plans, including capacities, minimum slopes, geometry, manhole spacing, pipe size and types.
- Review proposed sewer plans for conformance with City's approved master plan of sewers.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the sewer improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.

#### **Water Improvement Plans**



Water Improvement Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.
- Check plans for compliance with general design criteria established by the City standards underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.



- Check data shown on plans for consistency with previously approved plans and the record map.
- Review available water service study/report against the proposed water plans.
- Review proposed water plans for conformance with City's approved master plan.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the waterline improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.



#### **Traffic Studies**



NPDES

Traffic studies will be checked under the direct supervision of a registered Traffic Engineer. Specifically, the following tasks will be performed:

- Review of Traffic Impact Analysis Studies
- Review of Parking Demand Studies
- Review of Traffic Circulation Studies
- Review of Traffic Signal Warrant Analyses
- Review of Traffic Signal Timing and Coordination Analyses
- Review of Street Lighting Photometrics
- Review of studies for conformance with Conditions of Approval
- Review for conformance between plans and studies

#### **NPDES/Storm Water Pollution Prevention Plans**

Since the adoption of the first municipal NPDES Permit for Los Angeles County in June 1990, Willdan has provided professional permit and Total Maximum Daily Load (TMDL) management and review services for many municipalities. The following are various levels of services Willdan provides to its clients:

**Program Management** – When called upon for help with NPDES Programs, the majority of Willdan's clients rely on the firm for full permit and TMDL program management services. This typically includes the preparation of fiscal year budgets, reports, and presentations to city staff and city council; preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; coordination with watershed partners, regulators and at times non-governmental organizations and managing city service personnel.

**Full/Partial Minimum Control Measure (MCM) Implementation** – Using a full range of administrative and field activities, Willdan has experience ensuring compliance with the Municipal NPDES Permit – Stormwater Management Minimum Control Measures. This includes compliance activities associated with public information and public participation, industrial/commercial (I/C) facilities, planning and land development, development construction, public agency activities, and illicit discharge/illicit connection management. We also augment our clients existing resources, as well as train city staff to take over NPDES Permit requirements such as inspections or the entire compliance program.

**Development Plan Review Services** – As part of the project development review process required by past Municipal NPDES Permits as well as the current Permit, Willdan provides professional engineering related review services for public and private projects subject to the conditioning and approval for design and implementation of stormwater mitigation measures. This includes Water Quality Management Plans (WQMP) and Low Impact Development (LID) standards for new development, redevelopment, and SWPPP for compliance with the State's General Permit for construction activities. As a result, Willdan has a comprehensive understanding of proper site design, source control measures and the ability to implement appropriate best management practices (BMPs).

Watershed Management Plan/Program Group Representation – Willdan has in-depth knowledge of the development and implementation of Watershed Management Programs (WMP). Throughout Willdan's participation in multiple WMP groups, our staff has negotiated multiagency contracts and agreements, actively participated in the development process of the WMP and its Coordinated Integrated Monitoring Program (CIMP) and has collaborated and participated in meetings with group partners and Regional Water Quality Control Board (Regional Board) staff. In addition, Willdan has assisted in the development



of presentations to the Regional Board, multiagency agreements, CIMP implementation, and multiagency cost-sharing formulas.

**TMDL Programs and Studies** – From the review of Regional Board developed draft Basin Plan Amendments to addressing TMDL requirements, Willdan has years of experience. Quite often Willdan finds itself representing multiple clients with a common interest in the same watershed. These situations provide opportunities for our firm to take on lead watershed roles for the betterment of its clients, especially concerning TMDLs. Another example is a project Willdan designed, managed, and inspected installation of Connector Pipe Screens and Automatic Retractable Screens full capture devices for more the 20 municipal clients in southern California putting those clients ahead of the regulatory curve on the State's Trash Policy and TMDLs.

# **Responsiveness to City Staff and Project Requirements**

Willdan's approach to facilitating the plan check process includes:

1

Timely technical reviews of complete plans and reports to help control cost and meet schedules. This avoids delays and added costs that result in incorrect review package submittals.

2

Record keeping utilizing in-house tracking software, digital files, plan check mark-ups and reference materials while logged in the City tracking system is part of our facilitating process.

3

Communication between the plan reviewer(s) and the Engineer of Record facilitates issue resolution and will be done through phone calls, e-mails, and teleconference meetings to facilitate reviews. 4

Keeping the City and others informed through CCs of Review Matrix, emails, phone calls, tracking logs, and City tracking system will be given priority by our team members.

# **Outline of Quality Assurance Program**

Many of the Willdan Team members have performed plan and document review services for cities relative to public facilities and building development in the past decade and are doing so currently.

In accomplishing development application/permit reviews, our team members have developed a proven approach to the plan review process that includes organization and documentation, matching staff to assignments and partnering with appropriate sub-consultants (when needed), applicant's consultants, and the client agency to help deliver a successful project. A successful project application review begins with the submittal of a complete improvement plan review package of relevant materials, including the project conditions of approval or compliance matrices, required regulatory submittals, all related improvement design plans, along with the accompanying subdivision maps and technical reports to the City offices. (It is vital that the submittal packages received are complete and contain all of the necessary reference materials to facilitate a thorough and timely plan/document review).

Once a complete project review package of materials is assigned to our Willdan team members, we will promptly undertake the review process. If incomplete submittals are received, the City will be notified immediately to avoid wasting review time and fees. Notations of incomplete submittals will be done by listing identified submittal deficiencies for the involved parties' reference and use. Once the submittal content is complete, checking will be resumed. At that point, we will do our best to keep the resumed plan review process on the revised time track.



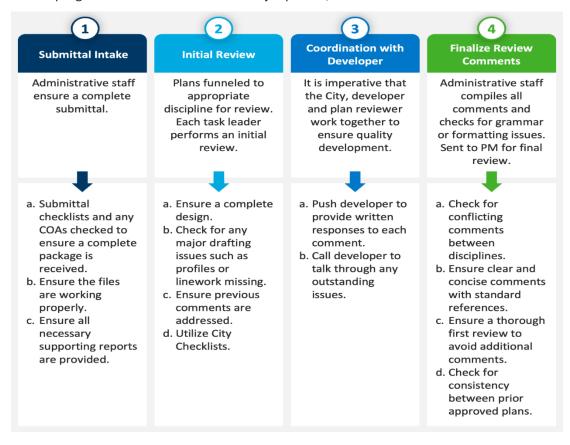
Willdan's Project Manager will be the first point of contact in our review team for each submittal and correspondence. Other submittal review recipients will be established and contacted during the submittal review, as necessary. This step will be part of expediting the assigned project distribution and return for best effectiveness.

As the plan review is begun, our staff will utilize the various City plan review checklists to maintain compliance with the City standards, conditions of approval, and established practice. As required, Willdan will review the project materials received and record the review comments on a comments matrix and provide appropriate 'red-lined' notations on the reviewed documents. Willdan reviewers have been trained to provide clear and concise comments that have specific standard references to avoid any confusion.

A typical plan check comment might be: "The project proposes 8" curb and gutter on Alpha Street. The plans show 18" gutter pan. Revise the gutter pan to be 24" to be in conformance with City Standard Plan No. 120." Upon receiving the comment, the applicant knows exactly what to do per each specific standard.

This procedure will be followed in subsequent second and third review rechecks and will be accomplished within the applicable plan review turn-around time frames. Corrective comments will accompany each review check, with a recommendation for approval where applicable at the end of the third (3rd) review.

Willdan's QA program is broken out into four major phases, as outlined below.





and administration, site analysis, and conceptual development to final design, construction management, observation, and project close-out.

## Willdan Staff of Experts

- Municipal Engineering and Management
- Highway and Freeway Engineering
- Building Safety Services
- Environmental Planning
- Geotechnical/Geological Engineering
- Assessment Engineering
- Computer-Aided Analysis and Design
- Geographical Information System (GIS)
- Program and Construction Management

- Construction Inspection and Support
- Traffic and Transportation
- Water and Wastewater
- Urban and Regional Planning
- Drainage and Flood Control
- Structural Engineering
- Right of Way Engineering
- Landscape Architecture

# **Management and Organization Ability**

#### **Time Management**



Willdan has a reputation for providing quality and accurate plan review in a timely manner. We understand that time is of critical importance to the City and to the development community. We are dedicated to meeting standard and expedited turnaround deadlines. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each individual project and then aggregated by the technical director to produce division/office-wide labor needs and to identify shortages or surpluses.

By having Willdan as part of the City's team, we can establish a process in place that will streamline the land development department, allowing for easier training of City employees.

#### **Scheduling**



A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis.

#### **Staff/Client Relationships**



As an engineering firm dedicated solely to serving the needs of public-sector clients, Willdan's philosophy is to provide services that will provide the highest quality product for the investment of limited public funds. We strive to resolve potential conflicts through internal peer review to eliminate construction problems and change orders to the maximum extent possible. Our approach to achieving the best possible solution for our clients' needs and budget constraints is to evaluate the alternatives for both present construction and future maintenance costs. We are constantly looking for potential cost savings by evaluating new



materials and techniques but will not experiment or use a project as a test site. We strongly believe that it is best not to sacrifice long-term infrastructure quality for short-term appearance.

To facilitate easier communication, Willdan will create an email box for the City to submit its plans. All our upper management assigned to the project will have access to this email box. This provides a convenient way for the City to contact us while ensuring faster response time to City requests.

#### **Ability to Meet Deadlines**



Willdan utilizes a unified management approach whereby each project is undertaken by a project team. Each project is assigned to a senior member of our staff and supported by a team of individuals with the background, experience, and availability best suited for each assignment or, in this case, land development. If needed, Willdan can add additional support staff to the identified team to ensure completion of this assignment by the requested dates.

# **Technical Approach**

# **Project Approach**

Willdan is noted for open lines of communication and flexibility in providing plan review services. We can provide reviews of hard copy or electronic documents. Coordination of all plan reviews will be through Mr. Stein. We understand that site visits may be required to the project locations and when so conducted, photographs will be taken and documented in the project file.



It is expected that plan checks should not exceed four (4) total plan checks which includes three (3) plan reviews and one (1) final

electronic mylar review for approval. Willdan's approach to the plan review process is shown in the flow chart below and as follows:

**Process Items 1 through 4**: Once Willdan receives notice of a plan review assignment, we coordinate delivery of the project documents, log them into the tracking system and distribute to the discipline leaders.

**Process Item 5:** The documents are given a preliminary review for completeness, thus ensuring materials required for review are present. The plans are then assigned an internal project task tracking number. Once the project receives a task tracking number, the Project Manager assigns the various documents to the appropriate staff for review.

**Process Items 5a through 6b:** Our professionals perform a preliminary review of the plans to gain knowledge of the site and the improvements and to determine any substantial errors or omissions such as obvious utility conflicts. These can become critical issues that necessitate substantial redesign. If critical issues are noted, they will be brought to the attention of the City to determine if the review should continue or be suspended pending the redesign required.



**Process Item 7:** Saving review time saves time for the developer, which is paramount to a project schedule. Once a plan check is determined complete for further review, the reviewers review the documents electronically and provide comments in an electronic format acceptable to the City.

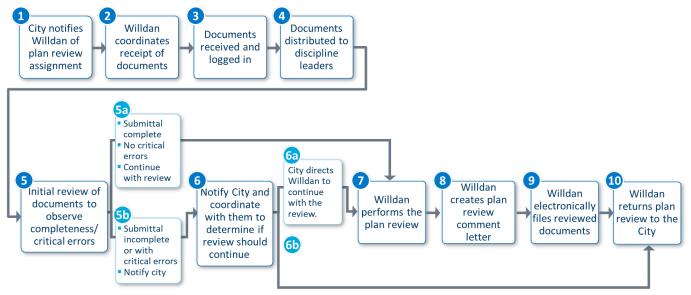
**Process Item 8:** At the completion of the plan review, a review comment letter will be created which summarized the comments from all disciplines reviewed.

**Process Item 9:** Electronic plan review allows for ideal record keeping of documents reviewed. Willdan will file all documents reviewed electronically and make them available to others as requested by the City.

**Process Item 10:** At the completion of the plan review, the review documents and comment letter will be electronically delivered applicant with appropriate City Staff copied.

Willdan provides all administrative, professional, and other technical resources necessary to review designs for completeness and correctness without the need for subconsultants.

# City of Lake Elsinore Plan Review Process



In our communication process, we can transmit rough drafts of our comments back to the City for review prior to preparation of final copies. This gives the City staff the prerogative of changing, modifying, or adding any comments they desire. Following approval of draft comments, final copies are printed on agency letterhead, or as otherwise directed, and forwarded to the applicant and/or returned to the City. This process assures local input and knowledge of the content of corrections and produces continuity

between the jurisdiction and the consultant. Plan reviewers will be available to discuss and clarify plan check issues with the City staff, designers, owners, and contractors. Willdan will utilize Bluebeam software for plan review. The electronic format provides efficiency in the distribution and recordation of plan review comments and responses. Mylar plans ready for approval by the City Engineer will be initialed, and a letter will be provided stating that the design is in



substantial compliance with the applicable local, state, and federal requirements. Deliverables to the



client and applicant for a typical plan check will include electronic delivery of reviewed plans and documents and a corresponding plan review comment letter. For projects containing the review of multiple documents, the plan review comments will be consolidated into one comprehensive comment letter.

Willdan has been providing plan review services electronically for over 20 years. The electronic plan

review process is a web-based program utilizing software that enables a plan reviewer to insert annotations (comments) on plans and create issues (comments) within a letter format. Services are provided at the request of the applicant or the agency we serve. Submittals can be accepted either in hard copy, whereby Willdan converts the plans to electronic format, or electronic copy in a PDF or TIF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or the City as directed, in either electronic or hard-copy format. The reviewers can create a comment letter with links to the electronic project pages under



review. All administrative tools are provided for correspondence, tracking, stepping through stages, and administering all access privileges. This service allows for collaboration between the City, designer, and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing, and time for the plan review.

Willdan utilizes Bluebeam Revu in its' electronic plan review process. Several of our clients use permit tracking software such as TRAKIT or Energov and we are proficient in the use of those software platforms as well. We will coordinate our review services with the City's permit tracking system. Throughout the plan check process, Willdan will be available to meet with City Staff and/or the developers' consultant with 48 hours advance notice. Willdan understands that adherence to plan review turnaround times is of paramount importance. We are fully committed to meeting the City's following turn around review times:

NORMAL P	NORMAL PROJECTS		FAST-TRACK PROJECTS	
10 DAYS Initial Submittal	<b>5 DAYS</b> Subsequent Submittal	<b>5 DAYS</b> Initial Submittal	3 DAYS Subsequent Submittal	

Willdan will utilize the City provided Review checklists as outlined in the Lake Elsinore Engineering Design Guidelines Manual or tailor one for our in-house checklists as directed. For WQMP reviews, Exhibit F of the Technical Guidance Documents will be filled out for each review and once completed sent over with the final documents. We routinely utilize check lists to track the completion of the various plan check requirements. They promote consistency in reviews and can be used in-house only or distributed to the City and applicant as directed. Below is a sample of a check list that is most used by our Willdan staff.



# **Professional Services Agreement**

Willdan has reviewed the City's Professional Services Agreement and shall meet these requirements upon selection.

# **Insurance Coverage and Licenses**

Willdan will not encounter any difficulties meeting the City's insurance requirements.

#### **Cost Price**

# **Plan Checking Services**

Willdan has reviewed the fee schedule for plan checking services that was included as Attachment A of the Request for Qualifications (included herein as Appendix A). We agree to perform the requested plan checking services in accordance with the Fee Schedule.

Willdan proposes to invoice for plan review services on a plan check completion basis as follows:

Complete Plan Check 1: 60% of plan check fee Complete Plan Check 2: 25% of plan check fee Complete Plan Check 3: 10% of plan check fee Complete Mylar Review: 5% of plan check fee

#### **Additional Services**

For additional services, Willdan will perform the agreed upon services on a Time and Materials basis per the attached Schedule of Hourly Rates (Appendix B).

Method of Billing Payment. Willdan will submit to the City of Lake Elsinore no later than the tenth (10<sup>th</sup>) working day of the month, in the form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such invoice will describe in detail the services provided. For projects which are to be compensated at a fixed fee rate, the invoice will itemize fees per plan type and per plan check. Invoices will contain a certification by a principal member of the team specifying that the payment requested is for services performed in accordance with the terms of the agreement. Upon approval, the City shall pay Willdan for all items stated thereon which are approved by the City pursuant to the Agreement no later than forty-five (45) days after invoices are received by the City's Finance Department.

Please see Schedule A in Appendix A regarding Plan Check Compensation.



#### **APPENDIX A**

# **Engineering Plan Check Fee Schedule**

Fee includes review of applicable supporting Hydrology and Hydraulics Reports, Geotechnical Reports, utility reports and any other supporting documentation as applicable for the review to meet current City of Lake Elsinore standards, guidelines and requirements. The key resources are the latest edition of the **City of Lake Elsinore Engineering Design Guidelines Manual** for the Preparation and Checking of Street Improvement, Drainage and Grading Plans and Lake Elsinore Standard Drawings which can be found posted at the following City Engineering Department website under "Drawing Standards" <a href="http://www.lake-elsinore.org">http://www.lake-elsinore.org</a>

Fee is for up to three (3) plan reviews and one (1) final mylar review for approval – total of 4 reviews. Plan reviews in excess of 4 are billable on a time and material basis. Consultant to notify City and responsible party of excess and additional fees to be charged. The City will invoice and collect additional fees.

Fast Track performance fees shall be 1.5 times those shown above. Fast Track is expedited, on demand with turn-around time between 3 to 5 business days.

The plan check consultant shall receive 85% of the calculated fee for each plan check submittal. Fees are subject to change by City Council action; a minimum of 30-days' notice shall be provide to the consultant plan check firm of any adopted fee changes.



**I. GRADING & DRAINAGE PLANS** – Note, an additional plan check fee will be assessed based on the "Road, Street & Utility Improvement Plan" fee schedule below for hardscape improvements show on and to be constructed by the grading plan. Plan check review of those improvements will be part of the plan approval.

CUBIC YARDS	CURRENT CITY GRADING PLAN CHECK FEES
100 Cubic Yards or Less:	\$200.00
101 – 1,000 Cubic Yards	\$220.00 for the first 100 cubic yards, plus \$50.00 for each additional 100 cubic yards or fraction thereof <b>x 91%</b>
1,001 – 10,000 Cubic Yards:	\$670.00 for the first 1,000 cubic yards, plus \$50.00 for each additional 1,000 cubic yards or fraction thereof <b>x 91%</b>
10,001 – 100,000 Cubic Yards:	\$1,120.00 for the first 10,000 cubic yards, plus \$190.00 for each additional 10,000 cubic yards or fraction thereof <b>x 91</b> %
100,001 – 400,000 Cubic Yards:	\$2,830.00 for the first 100,000 cubic yards, plus \$110.00 for each additional 100,000 cubic yards or fraction thereof <b>x 91%</b>
Over 400,000 Cubic Yards:	\$6,130.00 for the first 400,000 cubic yards, plus \$110.00 for each additional 100,000 cubic yards or fraction thereof <b>x 91%</b>
REVISIONS to approved plans	\$450.00 per sheet

## II. ROAD, STREET & UTILITY IMPROVEMENT PLANS

SUBDIVISION /COMMERICAL ESTIMATE	CURRENT CITY PLAN CHECK FEES
0-\$50,000	4.5%
\$50,000-\$300,000	4.0%
\$300,000-\$700,000	3.5%
\$700,000-\$1,000,000	3.0%
\$1,000,000 and greater	2.5%
Revised or Redesigned Public Works Improvement Plans	\$450 per sheet
Streetlights as separate plan check, Traffic Signing & Striping, Traffic Control, Haul Route Plans (as part of improvement plan set)	\$450 per sheet
Traffic Control as part of encroachment permit application (11x17)	Per hour rate for review
NON-SUBDIVISION-SINGLE FAMILY RESIDENTIAL	CURRENT CITY PLAN CHECK FEES
Public Works Improvement Plans-Based on Engineer's Estimate	7.5%



#### III. OTHER PLAN CHECKS

OTHER PLAN CHECKS	CURRENT CITY PLAN CHECK FEES
Final Tract Map	\$1,700 + \$55 per lot
Parcel Map	\$1,600 + \$45 per lot
Redesigned Tract/Parcel Maps in Process	\$450 per sheet
Revised Approved Tract/Parcel Maps	\$450 per sheet
Lot Line Adjustments-Two Lots Only	\$400
Lot Line Adjustment-More than two lots	\$500 + \$55 per lot
Dedication: Easement, Right of Way	\$440
Certificate of Compliance	\$450
Parcel Merger	\$400 +\$25 per lot
Street Abandonment/Vacation	\$1,100
Certificate of Correction	\$450
Water Quality Management Plan (WQMP) Review - PRELIMINARY	\$1,750.00
Water Quality Management Plan (WQMP) Review - FINAL	\$1,750.00

#### IV. TRAFFIC STUDIES

The City has current agreements with various Traffic Engineers who can review traffic studies. However, should circumstances require it; consultant may be asked to review traffic studies. Any traffic studies to be reviewed will be provisional for a lump sum fixed fee cost for review. If agreed upon by City, this will be considered a separate task order under the As Needed, On Call Agreement.



## **APPENDIX B**

In addition to plan checking services, Willdan Engineering is a fully staffed engineering design and construction management firm. Our firm was founded as a firm providing municipal engineering services to public agencies in California. We provide staff to client cities on contract/staff augmentation basis and are very familiar with the inner workings of cities. Daily we are involved with public infrastructure planning, finance, design, and construction. If the City requires any the services, Willdan is fully prepared to provide them in accordance with the Schedule of Hourly Rates on the next page.





WILLDAN ENGINEERING

# Schedule of Hourly Rates

Effective July 1, 2022 to June 30, 2023

DESIGN ENGINEERING	
Technical Aide I	\$74
Technical Aide II	\$96
Technical Aide III	\$115
CAD Operator I	\$120
CAD Operator II	\$139
CAD Operator III	\$154
GIS Analyst I	\$160
GIS Analyst II	\$175
GIS Analyst III	\$185
Environmental Analyst I	5133
Environmental Analyst II	\$149
Environmental Analyst III	\$159
Environmental Specialist	\$171
Designer I	\$160
Designer II	\$166
Senior Designer I	\$175
Senior Designer II	\$184
Design Manager	\$185
Senior Design Manager	\$188
Project Manager I	\$169
Project Manager II	\$187
Project Manager III	\$197
Project Manager IV	\$212
Principal Project Manager	\$216
Program Manager I	\$187
Program Manager II	\$199
Program Manager III	\$217
Assistant Engineer I	\$133
Assistant Engineer II	\$148
Assistant Engineer III	\$157
Assistant Engineer IV	\$165
Associate Engineer I	\$170
Associate Engineer II	\$177
Associate Engineer III	\$181
Senior Engineer I	\$184
Senior Engineer II	\$188
Senior Engineer III	\$191
Senior Engineer IV	\$195
Supervising Engineer	\$199
Traffic Engineer I	\$199
Traffic Engineer II	\$212
City Engineer I	\$212
City Engineer II	\$220
Deputy Director	\$220
Director	\$226
Principal Engineer	\$245

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	598
Code Enforcement Officer	\$112
Senior Code Enforcement Officer	5132
Supervisor Code Enforcement	\$160
Plans Examiner Aide	\$105
Plans Examiner	\$160
Senior Plans Examiner	\$175
Assistant Construction Permit Specialist	5112
Construction Permit Specialist	5118
Senior Construction Permit Specialist ***	\$139
Supervising Construction Permit	\$147
Specialist	5430
Assistant Building Inspector	\$132
Building Inspector***	\$147
Senior Building Inspector	\$160
Supervising Building Inspector	\$175
Inspector of Record	\$187
Deputy Building Official	\$187
Building Official	\$189
Plan Check Engineer	\$183
Supervising Plan Check Engineer	\$185
Principal Project Manager	\$216
Deputy Director	\$220
Director	\$226
PLANNING	
CDBG Technician	\$78
CDBG Specialists	\$93
CDBG Analyst	\$110
CDBG Coordinator	\$138
CDBG Manager	\$166
Planning Technician	\$118
Assistant Planner	\$147
Associate Planner	\$160
Senior Planner	\$182
Principal Planner	\$189
Planning Manager	\$201
Deputy Director	\$220
Director	\$226
ADMINISTRATIVE	
Administrative Assistant I	\$90
Administrative Assistant II	\$109
Administrative Assistant III	\$127
Project Accountant I	5102
Project Accountant II	\$119
Project Controller I	
	5127
Project Controller II	\$127 \$143

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	\$132
Labor Compliance Manager	\$166
Utility Coordinator	\$167
Office Engineer I	\$133
Office Engineer II	\$148
Assistant Construction Manager	\$145
Construction Manager	\$168
Senior Construction Manager	\$182
Resident Engineer I	\$189
Resident Engineer II	\$196
Project Manager IV	\$212
Deputy Director	\$220
Director	\$226
INSPECTION SERVICES	
Public Works Observer **	\$113
Public Works Observer ***	\$138
Senior Public Works Observer**	\$124
Senior Public Works Observer ***	\$138
MAPPING AND EXPERT SERVICES	
Survey Analyst I	\$139
Survey Analyst II	\$160
Senior Survey Analyst	\$182
Supervisor - Survey & Mapping	\$191
Principal Project Manager	\$216
LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	\$139
Associate Landscape Architect	\$160
Senior Landscape Architect	\$175
Principal Landscape Architect	\$185
Principal Project Manager	\$216

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

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 1.5 times, and Sundays and holidays, 2.0 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, 2022 thru June 30, 2023, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.



Rev 06.09.2022V0

<sup>&</sup>quot; For Non-Prevaling Wage Project "" For Prevaling Wage Project

# EXHIBIT B LIST OF SUBCONTRACTORS [ATTACHED]