

## CITY OF UPLAND

### PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of February 23, 2026, by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and Huitt-Zollars, Inc. a California Corporation, with its principal place of business at 5430 Lyndon B Johnson Freeway, Suite 1500, Dallas, TX 75240-2675 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Engineering Design Services for 19<sup>TH</sup> Street Reconstruction Pavement Rehabilitation & Utility Improvements (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

### AGREEMENT

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges generally set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Four Hundred Twenty Thousand Five Hundred Eighteen Dollars (**\$420,518.00**). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed Four Hundred Seventy Thousand Five Hundred Eighteen Dollars

(\$470,518.00). Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term of Agreement and Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within one hundred fifty-eight (158) calendar days as outlined in Exhibit C "Activity Schedule." The Notice to Proceed shall set forth the date of commencement of work. The Term of this Agreement shall extend from the date of the Notice to Proceed through the date of completion of the services as set forth in Exhibit C, provided however that all insurance and indemnification requirements set forth in this Agreement shall survive the expiration of the Term.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, 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.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of

any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, and employees ("Indemnitees"), free and harmless from third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees

and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, or employees.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, as required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited only to the extent that the claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault. Consultant shall not have any obligation to indemnify, defend or reimburse Indemnitees for Professional Liability claims arising by reason of the sole negligence or willful misconduct of Indemnitees.

### 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from

any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

David white

Consultant shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Upland	Huitt-Zollars, Inc.
460 N. Euclid Avenue	3990 Concours St.
Upland, CA 91786	Suite 330
Attn: City Manager	Ontario, CA 91764
	Attn: Johnny Murad, QSD

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

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 director, official, 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.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF UPLAND  
AND CONSULTANT**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

**CITY OF UPLAND**

DocuSigned by:  
*Michael Blay*  
By: \_\_\_\_\_  
Michael Blay  
City Manager

**CONSULTANT, INC.**

Signed by:  
*David White*  
By: \_\_\_\_\_  
Its: Vice President

Printed Name: David White

ATTEST:  
DocuSigned by:  
*Keri Johnson*  
By: \_\_\_\_\_  
Keri Johnson  
City Clerk

Signed by:  
*Johnny Murad*  
By: \_\_\_\_\_  
Its: Managing Principal/VP

Printed Name: Johnny Murad

**APPROVED AS TO FORM:**

Signed by:  
*Stephen Deitsch*  
By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT A

### Scope of Services

The Scope of Work includes the following:

#### **Task 1 – Project Administration**

It will be important for the Consultant to prepare and implement an efficient and effective Project Management Plan to keep the project on schedule. Consultant shall attend an adequate number of meetings to effectively manage the project and provide deliverables listed in other sections of the scope of work. At a minimum, Consultant should budget for the following items:

- A) Project Schedule, Status Reports, Invoices, Administration
  - 1. Prepare a project design schedule and update schedule monthly.
  - 2. Prepare and submit with invoice monthly status reports providing an overview of progress made during the month and tasks to be accomplished the following month.
  - 3. Submit invoices which follow the task items provided in the hours/fee table provided with the proposal and/or used as a basis for the contract. Provide a brief narrative by task of the work performed during the billing cycle and copies of invoices for direct expenses.
  
- B) Engineering Phase Meetings
  - 1. Kickoff Meeting
  - 2. Project/Progress Meetings, as needed
  - 3. Attend one Project Community Meeting prior to 30% Submittal.
  - 4. 30% Submittal Review
  - 5. Attend one Project Community Meeting prior to 60% Submittal.
  - 6. 60% Submittal Review
  - 7. 100% Submittal Review (prior to signed mylars)

#### Task 1 Deliverables:

- 1) Meeting Agendas & Minutes (electronic)
- 2) Monthly Status Reports (electronic)
- 3) Monthly Updated Project Schedules (electronic)
- 4) Monthly Invoices, based on progress of work completed

#### **Task 2 – Preliminary Design (30% Review)**

Develop a preliminary design of the project to review with City staff. An approximate 30% design level will constitute a Preliminary Design for this project. Some of the key elements to be included in the Preliminary Design are:

- 1. Utility Research.
- 2. Geotechnical Investigation and Report.
- 3. Permits required from other jurisdictions.
- 4. Perform CEQA Initial Study for tree removal impacts.
- 5. Preliminary Street Improvement Plans & Profiles.
- 6. Provide a range of traffic calming measures along with a brief discussion of impacts and suitability for installation along this corridor.
- 7. Preliminary Water Improvement Plans & Profiles.
- 8. Existing Pipeline relocations/realignments (if necessary).

#### Task 2 Deliverables:

- 1) Copy of all utility notices sent and utility plans received (1 electronic pdf of each utility plan).
- 2) Geotechnical Investigation and Report (2 paper copies + electronic pdf).
- 3) Draft Initial Study and Report.
- 4) Draft Street Improvement Plans & Profiles (2 paper copies, 24"x36" + electronic pdf).
- 5) Draft Water Improvement Plans & Profiles (2 paper copies, 24"x36" + electronic pdf).
- 6) Draft traffic calming design measures for consideration.

### **Task 3 – Design Review (60% Review)**

Develop a design of the project to review with City staff. An approximate 60% design level will constitute a Design Review for this project. Some of the key elements to be included in the 60% Design are:

1. Utility Research should be complete. All existing utilities should be shown and identified on the various Plan & Profile Sheets.
2. Geotechnical Investigation and Report should be complete, stamped and sealed by the Geotechnical Engineer.
3. Final Initial Study & Determination if Negative Declaration is achievable.
4. 60% Street Improvement Plans & Profiles shown on city provided topographical survey data.
5. Roadway Cross Sections at 100-foot intervals.
6. 60% Water Improvement Plans & Profiles shown on city provided topographical survey data.
7. Existing Pipeline relocations/realignments (if necessary).
8. Preliminary Cost Estimate.

#### Task 3 Deliverables:

- 1) Copy of all utility plans received (1 electronic pdf of each utility plan).
- 2) 100% complete Geotechnical Investigation and Report (2 paper copies + electronic pdf).
- 3) 60% Street Improvement Plans & Profiles, Details, and Title Sheet (2 paper copies, 24"x36" + electronic pdf).
- 4) 60% Water Improvement Plans & Profiles, Details, and Title Sheet (2 paper copies, 24"x36" + electronic pdf).
- 5) 60% Signing & Striping Plans & Profiles, Details, and Title Sheet (2 paper copies, 24"x36" + electronic pdf).
- 6) Preliminary Cost Estimate reflecting the improvements to be constructed (2 paper copies + electronic Microsoft Excel format)

### **Task 4 – Final Design and Preparation of Construction Documents (100%)**

Final Engineering Documents prepared by the Consultant shall include all engineering services required by the City to construct the necessary public improvements. Final Engineering shall include detailed engineering calculations, construction plan and profiles, special provisions, and engineer's cost estimates for the project that will enable the City to advertise and award the construction contract for the project. Components of this task include:

1. 100% Street Improvement Plans & Profiles, Details, and Title Sheet.
2. 100% Water Improvement Plans & Profiles, Details, and Title Sheet.
3. 100% Signing & Striping Improvement Plans and Details.

4. Preparation of the Special Provisions portion of the Specifications. Special Provisions shall include two sections, General Requirements and Definition of Bid Items.
5. Existing Pipeline relocations/realignments (if necessary).
6. Bid Schedule.

Task 4 Deliverables:

- 1) Engineering Stamped & Signed Street Improvement Plans & Profiles, Details, and Title Sheet (2 paper copies 24" x 36", 1 wet-signed mylar copy + electronic AutoCAD and pdf)
- 2) Engineering Stamped & Signed Water Improvement Plans & Profiles, Details, and Title Sheet (2 paper copies 24" x 36", 1 wet-signed mylar copy + electronic AutoCAD and pdf)
- 3) Engineering Stamped & Signed Signing & Striping Improvement Plans and Details (2 paper copies 24" x 36", 1 wet-signed mylar copy + electronic AutoCAD and pdf)
- 4) Special Provisions portion of the Specifications (1 paper copy, 8.5" x 11" + electronic in Microsoft Word format).
- 5) Engineer's Cost Estimate reflecting all improvements to be constructed (1 paper copy, 8.5" x 11" + electronic Microsoft Excel format)
- 6) Bid Schedule listing all of the proposed bid items and quantities for the project (2 paper copies + electronic Microsoft Excel format)

**Utility Research**

The Consultant is required to research and notify all utilities within the project area, including but not limited to potable water, recycled water, sewer, storm drain, traffic signal facilities, electrical, telephone, gas, cable television, fiber optic, etc. Utility As-Builts will need to be obtained and cross-referenced with topographical field survey handholes, pull boxes, manholes, vaults, power poles, etc. All existing utilities, both overhead and underground, must be accurately shown and called out on the Improvement Plans.

The consultant will be required to provide copies of all utility plans received from respective agencies/utility owners to the City. The City will provide all available City-owned facility records at no cost to the consultant.

**Utility Potholing Investigation**

The Consultant is required to provide potholing investigation with potential existing utility conflicts. Consultant is required to:

- Retain Service of Contractor.
- Obtain a no-fee Partial Street or Lane Closure Permit from the City.

**Geotechnical Investigation & Report**

The Consultant is required to provide a geotechnical investigation to assess and recommend an appropriate roadway structural pavement section for 19<sup>th</sup> Street, from Mountain Avenue to Euclid Avenue. City anticipates the general scope of services to include the following:

- Obtain a no-fee encroachment permit from the City for subsurface investigation within the street, and coordinate boring/coring locations with the City Engineer in advance to the field work.
- Field mark boring/coring locations and contact Underground Service Alert (USA). Provide City with USA ticket number.
- Utilize traffic control in accordance with the Manual for Uniform Traffic Control Devices (MUTCD).
- Conduct a minimum of 8 borings/cores. Repair all boring/coring locations with asphalt cold patch.

- Test the selected samples of subsurface soils to verify the soil classification and determine the soil engineering properties. Laboratory testing will be required and shall include moisture content, in place density, laboratory compaction, consolidation, direct shear, sieve analysis, and soluble sulfate content.
- Evaluate all data obtained and formulate recommendations for groundwater mitigation (if any given Upland soil), excavation characteristics, backfill, and other geotechnical factors.
- Prepare a detailed Geotechnical Investigation Report presenting findings, conclusions, and recommendations.

### **Improvement Plans, Special Provisions, Cost Estimate, and Bid Schedule**

All improvements shall be designed per City of Upland Standards, American Public Works Association (APWA) Standards, American Water Works Association (AWWA) Standards, and Caltrans Standards.

The Consultant shall prepare both preliminary and final design plan and profile sheets for street, and water improvement plans, specifications and cost estimates. Design plans shall be prepared on 24" x 36" sheets in AutoCAD format (most current version) using City of Upland border information. All final mylar sheets shall have a minimum thickness of four (4) mils. Drawings produced will eventually be scanned by the City, therefore all lettering shall have a minimum height of 0.10". All lines and letters should be clear, sharp, and distinct. Uniformity in size of figures shall be maintained in presenting a particular class of information. Notes and dimensions shall read from the bottom or from the right.

#### Title Sheet(s)

Title Sheets shall include the title of the project (job), a vicinity map showing Upland in relationship to surrounding communities, a location map showing the project limits, a list of all abbreviations used, benchmark data, basis of bearings, general notes, construction notes, construction quantities, an index for the drawings, and references. If general notes become extensive, then all general notes shall be placed on a second sheet.

#### Plan & Profile Sheet(s)

Plans shall be drawn at a minimum scale of 1" = 40' horizontal and 1" = 4' vertical. If greater detail is required, the horizontal scale may be increased to 1" = 20' in order to improve clarity. On steep grades, it may be necessary to change the vertical scale to 1" = 8'. Benchmark data shall be shown on all sheets. The City's standard title block shall include the title of the project, the project limits, and the type of work covered on that sheet.

#### Detail Sheet(s)

Detailed sheets shall be provided to show items such as trench sections, connection details, lateral profiles for connecting mains, etc. All detail sheets shall use the City's Standard Title Block.

#### Street Improvements

Street Improvements shall include construction/reconstruction of the following where determined deficient:

- Curb & Gutter. South Side Curb & Gutter to be relocated 2' north to accommodate existing tree roots.
- Sidewalk
- Driveway Approaches
- Cross Gutters
- Spandrels

- Curb Ramps in conformance with current ADA requirements (i.e. slope, yellow detectable warning devices, no lip at gutter, etc.)
- Examine viability of implementing traffic calming measures to increase pedestrian and bicyclist safety.
- Removal and reconstruction of asphalt concrete pavement. Thickness and material type will be based on the geotechnical investigation and the City's in-house engineering experience. City anticipates, at a minimum, of constructing a 2-inch thick top cap utilizing ARHM. Base course shall be determined from subsurface investigation.
- Restoration of landscaping
- Replacement of existing brick sewer manholes with new precast concrete manhole structures. Existing brick manholes are located at Coolcrest Ave, and Laurel Ave. Manhole shall be replaced with like kind (i.e. drop manholes shall be replaced with new drop manholes and added clean-out).
- Adjustment of utility valve covers and manholes to the finished grade.
- Identify locations for new streetlights on existing power poles to achieve 150' maximum spacing limit.

#### Water Improvements

Water Improvements shall include construction of the following:

- New CML&C Water Main on 19<sup>th</sup> Street. Joints to be fully welded.
- Connections of new water main to existing mains from side streets and alleys. Lateral profiles will be required and are typically shown on Detail Sheets.
- Installation of new resilient seat gate valves.
- Tie-over and/or installation of 6" fire hydrant assemblies to achieve a 300' max spacing limit.
- Replacement of existing water service laterals with new copper laterals. All copper laterals shall have a minimum diameter of 1 inch.
- Installation of blow-offs and/or air vacuum release valves as required.
- Tie-over of existing fire hydrant detector check assemblies.
- Trench bedding, backfill, and pavement repair detail. City prefers to use CAB backfill instead of native material.

#### Signing and Striping Improvements

Signing and Striping Improvements shall be constructed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and any California Supplements. Signing and Striping shall include construction of the following:

- Replacement of obliterated striping and pavement markings such as lane lines, channelizing lines, crosswalks, bike lanes, pavement symbols, pavement legends, reflective pavement markers, buttons, etc.
- Design of painted median island at Euclid Ave. intersection and left turn pockets at Laurel Ave.
- Replacement of old signs that no longer meet MUTCD reflectivity requirements such as Regulatory Signs, Parking Restriction Signs, Warning Signs, etc.
- Perform warrant study for stop sign at Redding Way. Installation of a new stop sign at Redding way intersection if warranted.
- Install and/or removal of mid-block cross walks based on cross walk warrant studies for existing and potential new cross walks along corridor.
- Installation of new radar feedback sign for westbound traffic east of San Antonio Ave.
- Determine locations for red curbs for the purpose of appropriate sight distances for intersections and cross walks.
- Design of right edge lines to delineate parking area from drive lanes.

### Traffic Signal Improvements

Evaluate and recommend improvements for the intersections located at 19<sup>th</sup> Street and: Mountain Avenue, Euclid Avenue. Improvements include, but not limited to Clary UPS system compatible with existing traffic signal cabinets, and backplates with retroreflective borders.

### Special Provisions

The City shall be responsible for the General Provisions and assembly of the Specifications for the Project. The Special Provisions portion of the Specifications shall be prepared by the Consultant and shall consist of two sections, General Requirements and Definition of Bid Items. All Special Provisions for the various items of work shall be provided to the City in an organized and orderly format with continuity throughout. This requirement is especially important if the Consultant will be using sub-consultants for portions of the design. The City will provide a sample set of Special Provisions from a previously completed project upon request by the Consultant.

- General Requirements shall discuss the description of the work to be performed by the Contractor; utilities, including utility contacts from the respective owners and protection of utilities; Completion and Acceptance of the Work; Liquidated Damages; Construction Start Date and Time of Completion; Working Hours; Notification of Residents and Businesses; Temporary Traffic Control, including control for pedestrians; Storage of Materials and Equipment; Contractor's Responsibility to Safeguard Materials & Equipment; Material Testing; Order of Work; Cooperation with Other Work in the area; Protection of Trees, Sprinkler Systems, and Landscaping, including how to handle roots encountered and coordination with the City's Arborist; Changes in Work; Suspension of Work; Noncompliance with Plans and Specifications; Site Access; Construction Water; Safety; Shop Drawings; Record Drawings (As-Builts); Clean-up; Permits and Licenses needed for the construction; AQMD Dust Requirements; Meetings including pre-construction; NPDES Requirements; Preparation of a Storm Water Pollution Prevention Plan (SWPPP) by the Contractor; Mobilization by the Contractor.
- Definition of Bid Items shall include a description of all work items to be constructed by the Contractor.

### Cost Estimate

Consultant shall provide two cost estimates to the City. The first estimate shall be provided at the 60% design stage and will be considered preliminary. The second cost estimate shall be provided at the 100% submittal stage and shall include all costs associated with the contemplated work to be undertaken, identified by bid items. Cost estimates shall include the bid item description, quantities, units of measure, unit cost, sub totals for each bid item, and total cost.

### Bid Schedule

Consultant shall provide a Bid Schedule listing all bid items required for construction of the proposed improvements, quantities, and units of measure. City has provided a sample bid schedule for Consultant's use (**Attachment C**).

**EXHIBIT B**

**Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a lump-sum Contract; provided, however, that the amount of each monthly invoice shall be reasonable in proportion to the total compensation due over time to Consultant under this Agreement..

**EXHIBIT C**

**Activity Schedule**

The following is a preliminary schedule of the key milestones. A more detailed schedule will be provided after the project kick-off meeting.

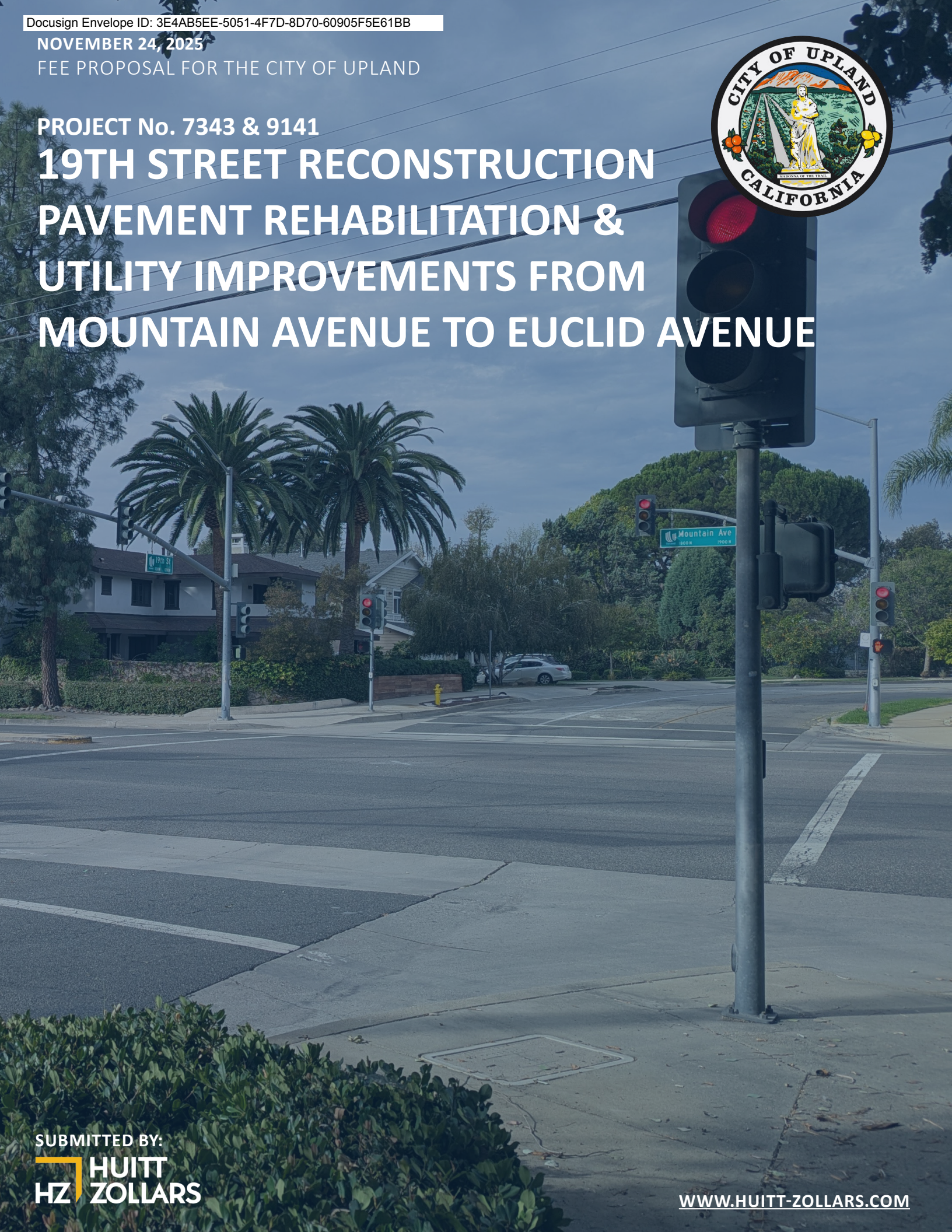
<b>TASK</b>	<b>START DATE</b>	<b>DURATION</b>
Contract Execution/Notice to Proceed	2/23/2026	–
Kick-Off Meeting	2/24/2026	–
Data Collection: Utilities, Geotechnical Investigation, Traffic Studies, Environmental Studies	2/24/2026	6 weeks
30% Design Plans	4/7/2026	4 weeks
30% Agency Review	5/5/2026	3 weeks
60% Design Plans, Specifications and Estimate	5/26/2026	4 weeks
60% Agency Review	6/23/2026	3 weeks
90% Design Plans, Specifications and Estimate	7/14/2026	4 weeks
90% Agency Review	8/11/2026	2 weeks
100% Design Plans, Specifications and Estimate	8/25/2026	3 weeks
PS&E Package Delivered to City for Bidding	9/15/2026	–

NOVEMBER 24, 2025

FEE PROPOSAL FOR THE CITY OF UPLAND

PROJECT No. 7343 & 9141

# 19TH STREET RECONSTRUCTION PAVEMENT REHABILITATION & UTILITY IMPROVEMENTS FROM MOUNTAIN AVENUE TO EUCLID AVENUE



SUBMITTED BY:



CITY OF UPLAND - 19TH STREET RECONSTRUCTION - PAVEMENT REHABILITATION & UTILITY IMPROVEMENTS FROM MOUNTAIN AVENUE TO EUCLID AVENUE																						
Company Title  DESCRIPTION	PRINCIPAL		SR. PROJECT MANAGER		SR. CIVIL ENGINEER		CIVIL ENGINEER		EIT		SURVEY MANAGER		SENIOR SURVEYOR		2-PERSON SURVEY CREW		Traffic Engineering	Environmental Engineering	Geotechnical Engineering	Potholing ALLOWANCE	TOTAL FEE	
	\$355 /HR	/HR	\$335 /HR	/HR	\$260 /HR	/HR	\$235 /HR	/HR	\$175 /HR	/HR	\$305 /HR	/HR	\$245 /HR	/HR	\$380 /HR	/HR	LS **	LS **	LS **	LS *		
	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST						
<b>Task 1 - Project Administration</b>																						
Preparation & Kick-Off Meeting, Prepare Minutes	2	\$710	6	\$2,010													\$2,000	\$2,060			\$6,780	
Attend Community & Review Meetings	4	\$1,420	20	\$6,700													\$3,000	\$7,030			\$18,150	
General Project Coordination, Prepare Invoices, Manage Schedule	4	\$1,420	60	\$20,100													\$5,000	\$6,700			\$33,220	
Quality Control (QC) Program	20	\$7,100	40	\$13,400													\$5,000				\$25,500	
Subtotal for Task 1																					\$83,650	
<b>Task 2 - Preliminary Design (30% Review)</b>																						
Utility & Record Plans Research, Input data into CAD base file			1	\$335	2	\$520	4	\$940	8	\$1,400											\$3,195	
Perform Site Visit and Evaluate Existing Conditions			8	\$2,680	8	\$2,080															\$4,760	
Geotechnical Investigation, Recommendations, and Final Report																			\$20,898		\$20,898	
Environmental Investigation and Draft Report																		\$13,955			\$13,955	
Traffic Engineering Studies and Draft Traffic Calming Measures																	\$19,300				\$19,300	
Prepare 30% Plan and Profile Street Improvement Plans			8	\$2,680	16	\$4,160	32	\$7,520	60	\$10,500											\$24,860	
Prepare 30% Plan and Profile Water Improvement Plans			4	\$1,340	8	\$2,080	16	\$3,760	40	\$7,000											\$14,180	
Subtotal for Task 2																					\$101,148	
<b>Task 3 - Design Review (60% Review)</b>																						
Pothole Existing Utilities Identified as Potential Conflicts *			1	\$335	2	\$520									8	\$3,040					\$40,000	\$43,895
Prepare 60% Plan and Profile Street Improvement Plans			8	\$2,680	24	\$6,240	40	\$9,400	100	\$17,500											\$35,820	
Prepare 60% Plan and Profile Water Improvement Plans			8	\$2,680	10	\$2,350	20	\$4,700	60	\$10,500											\$20,230	
Prepare 60% Signing, Striping & Traffic Signal Plans																	\$24,800				\$24,800	
Prepare 60% Cost Estimate	4	\$1,420	4	\$1,340	8	\$1,880	16	\$3,760													\$8,400	
Final Environmental Study																		\$12,885			\$12,885	
Subtotal for Task 3																					\$146,030	
<b>Task 4 - Final Design and Preparation of Construction Documents (100%)</b>																						
Prepare 90% Plan and Profile Street Improvement Plans			4	\$1,340	12	\$3,120	30	\$7,050	60	\$10,500											\$22,010	
Prepare 90% Plan and Profile Water Improvement Plans			2	\$670	4	\$1,040	10	\$2,350	20	\$3,500											\$7,560	
Prepare 90% Signing, Striping, & Traffic Signal Plans																	\$6,500				\$6,500	
Prepare 90% Cost Estimate	2	\$710	4	\$1,340	8	\$2,080	8	\$1,880													\$6,010	
Prepare 90% Special Provisions and Bid Schedule	4	\$1,420	20	\$6,700	40	\$10,400															\$18,520	
Prepare 100% Plan and Profile Street Improvement Plans			2	\$670	4	\$1,040	8	\$1,880	24	\$4,200											\$7,790	
Prepare 100% Plan and Profile Water Improvement Plans			2	\$670	4	\$1,040	10	\$2,350	20	\$3,500											\$7,560	
Prepare 100% Signing, Striping Plans, and Traffic Signal Plans																	\$2,000				\$2,000	
Prepare 100% Cost Estimate	1	\$355	2	\$670	4	\$1,040	4	\$940													\$3,005	
Prepare 100% Special Provisions and Bid Schedule	1	\$355	4	\$1,340	4	\$1,040															\$2,735	
Subtotal for Task 4																					\$83,690	
Reimbursement***																					\$6,000	
<b>TOTAL</b>	<b>42</b>	<b>\$14,910</b>	<b>208</b>	<b>\$69,680</b>	<b>158</b>	<b>\$40,630</b>	<b>198</b>	<b>\$46,530</b>	<b>392</b>	<b>\$68,600</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$3,040</b>	<b>\$67,600</b>	<b>\$42,630</b>	<b>\$20,898</b>	<b>\$40,000</b>	<b>\$420,518</b>	

\*Assuming 20 potholes needed.

\*\* See subconsultant fee breakdown on following pages

\*\*\* Reimbursable Expenses, including, but not limited to, printing fees, mileage, etc.



## EXHIBIT B – PROFESSIONAL FEE

The fixed fee to accomplish the Scope of Work outlined in Exhibit A is as follows, all “Not to Exceed” fees will be billed on a time and materials basis:

ANALYSIS			
TC	Traffic Calming	\$11,800	Task 2
	TC Response to Comments (Not to Exceed, Billed T&M)	\$2,700	
WA	Stop Warrant Analysis	\$3,600	
	WA Response to Comments (Not to Exceed, Billed T&M)	\$1,200	
		<b>Analysis Total</b>	<b>\$19,300</b>
DESIGN			
PD	RFP Task 2 Traffic Engineering Preliminary Design	\$12,800	Task 3
	PD Response to Comments (Not to Exceed)	\$2,500	
60D	RFP Task 3 Traffic Engineering 60% Design	\$7,500	
	60D Response to Comments (Not to Exceed, Billed T&M)	\$2,000	
TE	RFP Task 4 Traffic Engineering Final Design	\$6,500	Task 4
	TE Response to Comments (Not to Exceed, Billed T&M)	\$2,000	
MA	Meeting Attendance and Public Hearings (Not to Exceed, Billed T&M)	\$15,000	Task 1
		<b>Design Total</b>	<b>\$48,300</b>
19TH STREET RECONSTRUCTION BASE PROJECT TOTAL			<b>\$67,600</b>
OPTIONAL TASKS:			
CS	Construction Support (Fixed Fee)	<del>\$12,500</del>	
19TH STREET RECONSTRUCTION OPTIONAL PROJECT TOTAL			<del>\$12,500</del>
19TH STREET RECONSTRUCTION GRAND TOTAL (BASE + OPTIONAL)			<del>\$80,100</del>

Urban Crossroads, Inc. reserves the right to shift funds among individual task budgets according to specific needs.



## EXHIBIT C - BILLING RATES FOR URBAN CROSSROADS, INC.

Position	Hourly Rates
Principal	\$225-335
Senior Associate	\$175-260
Associate	\$150-220
Senior Analyst/Engineer	\$120-180
Analyst/Engineer	\$90-160
Assistant Analyst	\$80-130
Administrative Support	\$75-125

### General

- (1) Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Monthly billing statements are due within thirty (30) days of receipt.



### PROFESSIONAL FEES

Our services will be performed in accordance with our current *Schedule of Fees* and *General Conditions*, copies of which are attached and form a part of this proposal. The total charges for the geotechnical services in this proposal are presented in the table below.

Task Description	Cost
Task1: Project Set-up	\$1,240.00
Task 2: Field Investigation	\$1,240.00
Task 3: Laboratory Testing	\$3,650.00
Task 4: Report Preparation	\$6,620.00
Drill Rig Rent (Prevailing Wage, Quote #12520)	\$5,348.00
Profession Traffic Control (1 day @ \$2,800/day)	\$2,800.00
<b>TOTAL</b>	<b>\$20,898.00</b>

The fee estimate includes our professional services and time to contact and verify boring locations (in the field) with the USA. Our fee as presented herein does not include attendance at meetings, review of the project plans, or responding to comments by regulatory agencies.

Should further investigation be required to evaluate site conditions, we will discuss the matter with you. If required, a detailed supplemental proposal will be prepared. Charges for our services will be in accordance with the unit rates presented herein, and/or the unit rates indicated in our attached *Schedule of Fees* and *General Conditions*.



Converse Consultants  
M:\JOBFILE\2025\81\25-81-289 H-Z, 19th Street Reconstruction\Proposal\22-81-289\_pro(01)H-Z-Upland-roadway

**Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2026.

**Hourly Charges for Personnel**

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

**Field Technical Services (all including vehicle and equipment)**

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$95
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant).....	95
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer).....	95
Coring Technician .....	95
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	95
Senior Soils Technician.....	100
Sample Pick-Up .....	60

**Professional Services (field and office)**

Staff Professional .....	\$145
Senior Staff Professional.....	155
Project Professional .....	165
Project Manager .....	190
Senior Professional.....	190
Principal Professional.....	230
Principal/Consultant .....	235

**Laboratory Testing**

Laboratory Technician.....	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor .....	\$100

**Office Support**

Clerical/Word Processing .....	\$90
Drafting.....	90
CAD Operator/Drafting Manager .....	100

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

**Expenses**

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

**Invoices**

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

**General Conditions**

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

**IDENTIFICATION AND INDEX PROPERTIES TESTS**

Visual Classification, ASTM D2488 .....	20.00
Engineering Classification, ASTM D2487 .....	25.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937 .....	25.00
Moisture Content, ASTM D2216 .....	20.00
Shrinkage Limit, ASTM D4943 .....	85.00
Atterberg Limits, ASTM D4318 Several points .....	150.00
One Point .....	50.00
Particle Size Analysis, ASTM D6913 Fine Sieve, from +#200 to #4 .....	100.00
Coarse and Fine Sieve, from #200 to 3 in .....	180.00
Hydrometer .....	120.00
Percent Passing #200 Sieve, ASTM D1140 .....	80.00
Specific Gravity Fine, passing #4 sieve, ASTM D854 .....	100.00
Coarse, retained on #4 sieve, ASTM C127 .....	100.00
Sand Equivalent Test, ASTM D2419 .....	130.00
Double Hydrometer Dispersion, ASTM D4221 .....	150.00

**COMPACTION AND BEARING STRENGTH**

Standard Proctor Compaction, ASTM D698 or ASTM D1557 Method A or B .....	210.00
Method C, 6" mold .....	220.00
California Impact Method, Caltrans 216 .....	220.00
R-value, ASTM D2844 and CTM301 .....	280.00
California Bearing Ratio (CBR), ASTM D1883 1 Point .....	550.00
3 Points .....	750.00
Relative Density 0.1 Cubic Foot Mold .....	200.00
0.5 Cubic Foot Mold .....	300.00

**SHEAR STRENGTH**

Torvane/Pocket Penetrometer .....	25.00
Direct Shear Quick Test .....	75.00
Consolidated, Drained, granular soil, ASTM D3080 .....	230.00
Consolidated, Drained, fine grained soil, ASTM D3080 .....	260.00
Consolidated, Undrained, fine grained soil .....	230.00
Residual Strength, per cycle .....	70.00
Remolded Specimens .....	70.00

**STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)**

Unconfined Compression, ASTM D2166 .....	150.00
Unconsolidated, Undrained, ASTM D2850 .....	160.00
Consolidated, Undrained, per point .....	700.00
Consolidated, Drained, per point .....	700.00
With Pore Pressure Measurement, per load .....	150.00
Remolded Specimen .....	90.00

**CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS**

8 Load Increments .....	260.00
Additional Load Increment .....	50.00
Time-Ratio, per load increment .....	90.00
Single Point, collapse test .....	90.00

Single Load Swell, ASTM D4546 Ring Sample, Field Moisture .....	95.00
Ring Sample, Air Dried .....	95.00
Remolded Sample .....	70.00
Expansion Index Test, UBC 29-2/ASTM D4829 .....	140.00

**HYDRAULIC CONDUCTIVITY TESTS**

Constant Head, ASTM D2434 .....	250.00
Falling Head Flexible Wall, ASTM D5084 .....	300.00
Triaxial Permeability, EPA 9100 .....	350.00
Remolded Specimen .....	60.00

**CHEMICAL TESTS**

Corrosivity (pH, resistivity, sulfates, chlorides) .....	225.00
Organic Content, ASTM D2974 .....	100.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2026.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

**CONVERSE CONSULTANTS**  
**Schedule of Fees – Materials Laboratory Testing**

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2026.

**AGGREGATES**

Moisture Content, ASTM D2216 .....	25.00
Particle Size Analysis	
Coarse, ASTM C136, each .....	120.00
Coarse and Fine, ASTM C136 & C137, each .....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127 .....	115.00
Fine Aggregate, ASTM C128 .....	175.00
Unit Weight per Cubic Foot, ASTM C29 .....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each .....	550.00
Potential Alkali Reactivity, ASTM D289 .....	700.00
Freeze Thaw Soundness .....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535 .....	375.00
Sand Equivalent, ASTM D2419 .....	180.00
Lightweight Particles, ASTM C123, each .....	300.00
Clay Lumps & Friable Particles, ASTM C142, each .....	290.00
Stripping Test, ASTM D1664, each .....	85.00
Organic Impurities, ASTM C40 .....	140.00
Durability .....	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch, ASTM C192 .....	By Quote
Laboratory Mix Design, Historical Data .....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each .....	55.00
Lightweight Concrete	
Compression .....	55.00
Unit Weight .....	55.00
Specimen Preparation, Trimming or Coring, each .....	75.00
Bond Strength, ASTM C321	
Prepared by Converse .....	250.00
Prepared by Others .....	150.00
Core Compression Test, ASTM C12, each .....	120.00
Flexure Test, 6"x6" Beams, ASTM C78, each .....	130.00
Modulus of Elasticity, Static, ASTM C469, each .....	275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days .....	550.00
Splitting Tensile, 6"x12" Cylinders, each .....	110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder .....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder .....	95.00
Hold Cylinder .....	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse .....	7.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each .....	105.00
Absorption, each .....	85.00
Compression, each .....	85.00
Shrinkage, ASTM C426, each .....	250.00
Net Area and Volume, each .....	30.00
Masonry Blocks, per set of 9 .....	1,500.00
Masonry Core Compression, each .....	125.00
Masonry Core Shear, each .....	245.00
Masonry Core Trimming, each .....	150.00
Compression Test, grouted prisms, 8"x8"x16", each .....	300.00
Compression Test, grouted prisms, 12"x16"x16", each .....	425.00
Compression Test	
2"x4" Mortar Cylinder, each .....	55.00
3"x6" Grout Prisms, each .....	55.00
2" Cubes, ASTM C109, each .....	55.00
Cast by Others .....	55.00
Mortar or Grout Mix Designs .....	By Quote

**FIREPROOFING TESTS**

Oven Dry Density, per sample .....	80.00
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**MOISTURE EMISSION TEST**

Moisture Emission Test Kit .....	85.00
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**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927 .....	500.00
Marshall ASTM D1559, ASTM D2726 .....	450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each .....	350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3 .....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample .....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall .....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each .....	455.00
Extraction of Rubberized Asphalt & Gradation, each .....	350.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated .....	95.00
Coated .....	125.00
Immersion-Compression .....	650.00
Particle Coating, ASTM D2489 .....	95.00
Stripping, ASTM D1664 .....	85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products .....	350.00
Retained Strength, ASTM D1074/D1075, 6 specimens ....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens .....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point .....	400.00
Asphalt Temperature .....	20.00

**STRUCTURAL STEEL**

Tensile Test #9 Bar or Smaller, each .....	65.00
Bend Test #9 Bar or Smaller, each .....	65.00
Tensile Test #10 Bar or Greater, each .....	300.00
Tensile Test #14 Bar, each .....	330.00
Rebar Coupler Tensile Test .....	160.00
Tensile Test, Welded #9 Bar or Smaller, each .....	160.00
Tensile Test, Welded #10 Bar or Greater, each .....	300.00
Tensile Test, Welded #14 Bar, each .....	330.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each .....	210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each .....	350.00

**HIGH STRENGTH BOLT, NUT, AND WASHER TESTING**

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each .....	130.00
Over 100,000 lbs., each .....	140.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each .....	160.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each .....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each .....	65.00
Washer Hardness, each .....	55.00
A325 or A490, Bolt Hardness Only, each .....	55.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each .....	240.00
Over 100,000 lbs. & Hardness, each .....	280.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs. ....	400.00
Over 100,000 lbs. ....	500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

“Delivering *innovative solutions* that enhance the built environment.”

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