

## **AGREEMENT FOR PROFESSIONAL SERVICES**

***Adams-Streeter Civil Engineering, Inc.***

### ***Main Street Pedestrian Safety Improvements and Information Technology Infrastructure Project Z10075***

This Agreement for Professional Services (the "Agreement") is made and entered into as of October 11, 2022, by and between the City of Lake Elsinore, a municipal corporation ("City") and Adams-Streeter Civil Engineers, Inc. , a Corporation ("Consultant").

## **RECITALS**

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

Civil Engineering Design

B. Consultant has submitted to City a proposal, dated September 29, 2022, 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. Scope of Services. 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. Time of Essence. 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. Performance Schedule. 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. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed One Hundred Forty-Five Thousand, Eight Hundred Fifty-Five dollars (\$145,855.00) 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. Background Checks. 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. Licensing of Intellectual Property. 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. Confidentiality. 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. Independent Contractor.

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. 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.

11. Interests of Consultant. 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. Professional Ability of Consultant. 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. Licenses. 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. Indemnity.

a. Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred

by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-consultants of Consultant. Consultant shall not be liable to third parties for any liability exempted by statute.

c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

#### 16. Insurance Requirements.

a. Insurance. 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. General Liability Coverage. 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. Automobile Liability Coverage. 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. Professional Liability Coverage. 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 annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. 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. Deductibles and Self-Insured Retentions. 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. Certificates of Insurance. 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. Notices. 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: Adams-Streeter Civil Engineers, Inc.  
Attn: Randal L. Streeter  
16755 Von Karman Avenue, Ste 150  
Irvine, CA 92606

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. Waiver. 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. Litigation Expenses and Attorneys' Fees. 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. Mediation. 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. 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 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. Equal Opportunity Employment. 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. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. 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. Authority to Enter Agreement. 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. Counterparts. 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. Entire Agreement; Incorporation; Conflict. 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. Amendments. 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”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

, a

DocuSigned by:

Jason Simpson

10/15/2022 | 11:17 AM PDT

City Manager

DocuSigned by:

Randy Streeter

10/13/2022 | 11:09 AM PDT

By: Randal L. Streeter

Its: President/Principal In-Charge

ATTEST:

DocuSigned by:

City Clerk

10/17/2022 | 8:17 AM PDT

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

David Mann

10/13/2022 | 11:03 AM PDT

City Attorney

DocuSigned by:

Shannon Buckley

10/13/2022 | 10:58 AM PDT

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal  
Exhibit B – List of Subcontractors

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]

# PROPOSAL

DESIGN ENGINEERING SERVICES



CITY OF LAKE ELSINORE



## MAIN STREET PEDESTRIAN SAFETY IMPROVEMENTS AND INFORMATION TECHNOLOGY INFRASTRUCTURE

SEPTEMBER 9, 2022

AS

ADAMS STREETER  
Civil Engineers

MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

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## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

### I. COVER LETTER



September 29, 2022

City of Lake Elsinore  
Attn: Carlos Norvani, Land Development Engineer  
130 S. Main Street  
Lake Elsinore, CA 92530

**SUBJECT: Proposal to Provide Engineering Design Services for the Main Street Pedestrian Safety Improvements and Information Technology Infrastructure Project**

Dear Mr. Norvani,

Adams Streeter Civil Engineers appreciates the opportunity to submit our Proposal to the City of Lake Elsinore in response to the City's Request for Proposal (RFP) to provide engineering design for the Main Street Pedestrian Safety Improvements and Information Technology Infrastructure Project. No addendum(s) to the RFP have been received.

Adams Streeter Civil Engineers (ASCE) is a full-service civil engineering and surveying firm that specializes in project delivery for local and regional public agencies, special districts and private developers, and have been providing engineering, surveying and related services for the past forty-one (41) years. We are committed to working seamlessly with your staff and has the expertise, background and resources to assist the City of Lake Elsinore Park in providing the required services in a timely, efficient and cost-effective manner.

This Proposal is made without collusion with any other person, organization or party submitting a proposal and it is in all respects fair and in good faith without collusion or fraud. This Proposal shall remain valid for a period of not less than one hundred twenty (120) calendar days from the date of submittal. The signer of this Proposal has the full authority to bind Adams-Streeter. The point of contact during the proposal evaluation period is as follows:

Mohammad Abadi, P.E., Senior Project Manager  
Phone: (949) 474-2330 x231 (O) | (949) 390-0984 (M)  
Email: [mabadi@adams-streeter.com](mailto:mabadi@adams-streeter.com)

Thank you for this opportunity to be of service to the City of Lake Elsinore. Please don't hesitate to contact Mr. Abadi for any questions about any portion of this Proposal during the evaluation period.

Sincerely,

Randal L. Streeter  
President / Principal In-Charge

MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

II. COMPANY OVERVIEW

FIRM QUALIFICATIONS			
<div>AREAS OF EXPERTISE</div> <div>CIVIL ENGINEERING &amp; LAND SURVEYING</div> <div>SELECT AWARDS</div> <div>HomeAid Orange County &amp; OC United – Recognition of Contribution to the OC United THRIVE Quad Development, 2019</div> <div>Family Assistance Ministries &amp; HomeAid Orange County – Recognition of Contribution to the Calle Canasta House, 2016</div> <div>American Society of Civil Engineers, Orange County Branch – Land Development Project of the Year Award for Lambert Ranch, 2013</div> <div>American Public Works Association, Southern California Chapter – 2016 Storm Water Quality Project of the Year for the Glassell Campus LID Retrofit &amp; Parking Rehabilitation Project</div> <div>American Society of Civil Engineers, Orange County Branch – 2017 Outstanding Sustainable Engineering Project, 2017.</div> <div>American Society of Civil Engineers, Region 9 (CA) – 2010 Outstanding Community Improvement Project for the Irvine Ranch Outdoor Education Center</div> <div>Orange County Engineering Council – 2010 Engineering Project Achievement Award for the Irvine Ranch Outdoor Education Center</div>		<div>ADAMS STREETER CIVIL ENGINEERS is a premier civil engineering and surveying firm that specializes in project delivery for local and regional public agencies, special districts and private developers. We are a client-centered, service-oriented small business dedicated to providing exceptional services through thoroughness, rapid turnaround, cost efficiency and quality work.</div>	
		<div>FIRM BACKGROUND</div> <div>Adams Streeter is founded by Jan Adams and Randal Streeter in 1981, and is headquartered in Irvine, California. The firm is a small business enterprise with over 41 years of experience and specializes in private and public-realm design through innovative and cost-effective design solutions for dozens of public municipalities and private entities throughout California. The firm is currently staffed by twenty-three employees, comprising of fourteen civil engineers and technicians, six surveyors and mappers, and three administrative staff.</div>	<div>EXPERIENCE</div> <div>Parks, Open Space &amp; Trails</div> <div>Street Beautification, Improvement, Rehabilitation</div> <div>Public Facility Improvements and Renovations</div> <div>Office and Retail Facilities</div> <div>Single and Multi-Family Residential Developments</div> <div>Urban In-Fill/Mixed-Use Developments</div> <div>Affordable Housing</div> <div>Campus Housing Planning and Design</div> <div>Commercial and Industrial Site Development</div> <div>Retail Site Development</div> <div>Public and Commercial ADA Upgrades</div>

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

### III. BUSINESS AND SUPPLEMENTAL COMPANY INFORMATION

<b>Company Legal Name:</b>	Adams Streeter Civil Engineers, Inc. 16755 Von Karman Avenue, Suite 150 Irvine, CA 92606
<b>Organizational Structure:</b>	California "C" Corporation
<b>State Entity Number:</b>	C1014113
<b>Certification</b>	Small Business Enterprise (Certification No. 59891)
<b>Years in Business:</b>	41 Years
<b>Company Officers:</b>	Jan A. Adams (Chief Executive Officer), Randal L. Streeter (Secretary), Linda I. Adams (Chief Financial Officer)
<b>Proposal Contact:</b>	Mo Abadi: (949) 474-2330 x209; <a href="mailto:mabadi@adams-streeter.com">mabadi@adams-streeter.com</a> Randy Streeter: (949) 474-2330 x203; <a href="mailto:rstreeter@adams-streeter.com">rstreeter@adams-streeter.com</a>

Adams Streeter Civil Engineers (ASCE) is a full-service civil engineering and surveying firm that specializes in project delivery for local and regional public agencies, special districts and private developers and have been providing civil engineering and surveying services in Southern California since 1981 to both our public and private sector clients. ASCE is a California "C" corporation that was incorporated in January 8, 1981 by Jan Adams and Randal Streeter and is a small business enterprise (SBE) based in Irvine, California. Over the last forty-one years of business, the company has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work and is one of Orange County's premier firms for civil engineering and surveying services. ASCE takes pride in the fact that ninety percent (90%) of our business comes from repeat clientele due in part to our quality of work, competitive prices and our ability to meet deadlines.

ASCE have extensive experience and a proven track record in providing Public Works related services encompassing the civil engineering, survey and mapping fields to various cities, municipalities and districts including, but not limited to the following:

City of Aliso Viejo	City of Orange	County of Riverside
City of Buena Park	Coast Colleges	Chino Basin Desalter Authority
City of Fullerton	Concordia University, Irvine	Eastern Municipal Water District
City of Garden Grove	City of Perris	Irvine Ranch Water District
City of Hermosa Beach	City of Redlands	Jurupa Community Services Dist.
City of Huntington Beach	City of Riverside	Long Beach City College
City of Irvine	City of Santa Ana	Orange County Water District
City of La Habra	City of San Clemente	Riverside County Flood Control & Water Conservation District
City of Lake Elsinore	City of San Juan Capistrano	Santa Margarita Water District
City of Loma Linda	City of Tustin	Trabuco Canyon Water District
City of Mission Viejo	City of Villa Park	University of California, Bakersfield
City of Moreno Valley	CALTRANS	University of California, Irvine
City of Newport Beach	County of Orange	Vanguard University, Costa Mesa

ASCE have also provided services on numerous development and facility improvement-based projects (residential, commercial, industrial) that involves extensive public/municipal support infrastructure improvements to private clients including, but not limited to the following:

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

Amgen	Irvine Unified School Dist.	Sukut Construction
Armada, LLC	John Laing Homes	SunCal Companies
Arnel Development	Joseph Nicholas Homes	Sunrise Communities
Artisan Communities	K. Hovnanian Companies	Taylor Morrison Homes
Barratt American	Kaufman & Broad	The Garrett Group
Baywood Development	Keystone Pacific	The Irvine Company
Boeing Realty Corporation	Koll Company	The Olson Company
Brookfield Homes	Lambert Ranch	Valeo Companies
CalAtlantic Homes	Lennar Communities	Warmington Homes
California Pacific Homes	Mastercraft Homes	William Lyon Homes
Centex Homes	MBK Homes	Catalina Freight Line
Citation Homes	Oak Tree Industries	Schafer Logistics
Cook Hill Properties	O Hill Partners	Travis Companies, Inc.
D. R. Horton Homes	Pacific Communities	Urban Commons
Fieldstone Development	Pardee Construction	Ferrado
Griffin Communities	Pulte Homes	Shlemmer Algaze Assoc
Habitat for Humanity	Rancho Mission Viejo Co	TD Architects, Inc.
Irvine Apt. Communities	Red Mountain Retail Group	Trico Realty
Irvine Community Dev.	Richmond American Homes	Ware Malcomb Architect
California Building & Maintenance Industries, Inc.	Grand Valley Healthcare Skilled Nursing Facility	The Irvine Ranch Outdoor Education Center
Coast to Coast Commercial, LLC	Newport Partners, LLC	Santa Margarita Ford
Irvine Campus Housing Authority		

ASCE brings over 41 years of experience working concurrently with public agencies and private entities on projects ranging from site planning/due diligence to infrastructure/facility improvements and is very familiar with the scope of work as provided in the Request for Proposal (RFP). ASCE is well qualified to perform the required work and is confident in our ability to provide exceptional services to the City of Lake Elsinore in a timely and cost-effective manner.

#### IV. SUPPORTING SUBCONSULTANTS

ASCE have included the following team subconsultant firms to provide additional design support services for the project.



**Urban Crossroads, Inc. (UXR)** – UXR is a leading provider of traffic, air and noise consulting services that serves both public and private sector clients. URBAN provides a full range of transportation services including *Traffic Engineering* (i.e. traffic signals, signal warrant studies, roundabouts, signing and striping, and traffic control), *Traffic Impact Analysis* (i.e. environmental review process, CEQA requirements, conceptual planning/feasibility studies, site plan development & access, trip generation studies, vehicle miles travelled, traffic study reports, parking utilization/demand studies, and traffic mitigation phasing strategies), *Circulation Planning* (i.e. general plan circulation element / citywide traffic studies) and *Modeling & Simulations*. Our clients include the Cities of Newport Beach, Menifee, Moreno Valley, Hemet, Lake Elsinore, Rancho Santa Margarita, San Juan Capistrano, Irvine, Indian Wells, Indio, Palm Desert, Rancho Mirage, Banning, Beaumont, Coachella, Huntington Beach, and the towns of Mammoth Lakes and Apple Valley. *Address: 260 E. Baker Street, Suite 200, Costa Mesa, CA 92626 | Phone: (949) 660-1994*

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

**p2s P2S Engineering, Inc. (P2S)** - P2S is a one-stop resource for *mechanical, electrical and plumbing* (MEP) services, as well as commissioning and low voltage technology engineering. Founded in 1991, P2S has a long history of client service, sustainable engineering practices and forward-thinking solutions. For 31 years, P2S has brought innovative and sustainable engineering solutions to local Southern California businesses and agencies. We have worked with over 35 different cities throughout the region, finding the right design solutions for their city's specific needs. P2S has a diverse team consisting of 140+ engineers and technical staff, 30%+ being LEED® certified that has worked with almost every kind of municipal structure, including civic centers, theaters, parks, pools, fire stations and more, and are ready to support the City's project goals. P2S achieves higher-than-industry-average retention rates for clients and employees and is ranked as one the best places to work in the Los Angeles area by the Los Angeles Business Journal and Best Companies Group for the past five years. *Address: 5000 E. Spring Street, Ste. 800, Long Beach, CA 90815 | (562) 497-2999*



**Richard Fisher Associates (RFA)** – RFA is an award-winning, full-service Landscape Architectural firm located in Orange County with 40 years of experience in providing Public Agencies with Professional Landscape Architectural consulting services. The firm has developed its highly-respected reputation in the public agency sector as a long-term provider of high-quality professional documents and presentations to community participants and City Councils alike. RFA is a specialist in master planning and design, streetscapes and medians, trails and pathways, neighborhood parks, community parks, sports parks, play areas, park renovations and nature interpretive parks. We value our track record of repeat work and believe it speaks not only to our commitment to design excellence, but also to our strong service orientation. Several of our client relationships encompass the full 40 years the Richard Fisher Associates team has been providing Landscape Architectural Services. *Address: 4902 Kron Street, Irvine, CA 92604 | (714) 342-5467*

ASCE's team multi-disciplinary expertise will ensure a comprehensive process from conceptual development phase to the final design phase of the project. Anticipated support roles and responsibility of team subconsultant firms is summarized as follows:

TEAM FIRM & DISCIPLINE	PROJECT SUPPORT ROLE / RESPONSIBILITY
Urban Crossroads, Inc. (Traffic Engineering)	Design of inset pedestrian flashing lights / lighted crosswalk system for the existing crosswalk in front of City Hall.
P2S Engineering, Inc. (Mechanical-Electrical-Plumbing)	Technical advisory to ASCE for work related to utility ducts and electrical systems.
Richard Fisher Associates (Landscape Architecture)	Technical advisory to ASCE for aesthetics and intersection enhancements inclusive of specialized treatments, material / texture / color selections, and landscape related elements.

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### V. EXPERIENCE AND QUALIFICATIONS OF KEY TEAM PERSONNEL

Key personnel shown below are assigned based upon their experience, qualifications, project management abilities, technical/design competency, and prior experience in performing projects of this nature.

PERSONNEL	EXPERIENCE	HIGHLIGHTS, EDUCATION AND CERTIFICATIONS
<b>Randy Streeter, PE</b> (Principal-In-Charge) 	44 Years (Civil) 	<ul style="list-style-type: none"> <li>President and Principal-in-Charge with extensive experience in civil engineering and surveying and licensed to practice both disciplines in the State of California and Arizona.</li> <li>Directed numerous City &amp; County engineering and survey projects involving road and utility improvements, public parks, public buildings and low-income housing.</li> <li>Bachelor of Science in Civil Engineering Degree, California State University, Long Beach, California (1971); Registered Civil Engineer (CA No. 25083 and AZ No. 25846).</li> </ul>
<b>Mohammad Abadi, PE</b> Sr. Project Manager 	38 Years (Civil) 	<ul style="list-style-type: none"> <li>Seasoned project manager and technical manager.</li> <li>Possesses extensive background and hands-on knowledge in engineering design and construction.</li> <li>Extensive technical expertise in Infrastructure Planning and Development encompassing roadway improvements and rehabilitation, site layout and grading, wet &amp; dry utilities, drainage facilities, hydrology, hydraulics, and water quality.</li> <li>BS in Civil Engineering, University of California, Irvine, CA.</li> <li>Registered Civil Engineer (CA RCE 42615).</li> </ul>
<b>Felix Gonzalez, PE</b> Sr. Project Manager and Director of Commercial Engr. 	31 Years (Civil) 	<ul style="list-style-type: none"> <li>Civil engineering management and design for public and private Land Development projects ranging from residential to recreational facilities; commercial property developments and retail/fast-food chains to public utility agencies (SCE).</li> <li>Well-rounded background in ADA compliance, street and utility improvements, and site grading design.</li> <li>BS in Civil Engineering, California State University of Long Beach with emphasis in Water Resources; Registered Civil Engineer (CA No. 67660)</li> </ul>
<b>Ana Martinez</b> Mapping Director 	37 Years (Mapping) 	<ul style="list-style-type: none"> <li>Experienced mapping professional serving the regions of Orange, Los Angeles, San Bernardino and Riverside counties.</li> <li>Extensive experience in boundary analysis, Title Report due-diligence, Record of Surveys, ALTA surveys, Final Parcel Maps, Tract Maps, Lot Line Adjustments, Easement Rights &amp; Exhibits and Legal Descriptions.</li> <li>Rancho Santiago College, County of Orange, California.</li> </ul>

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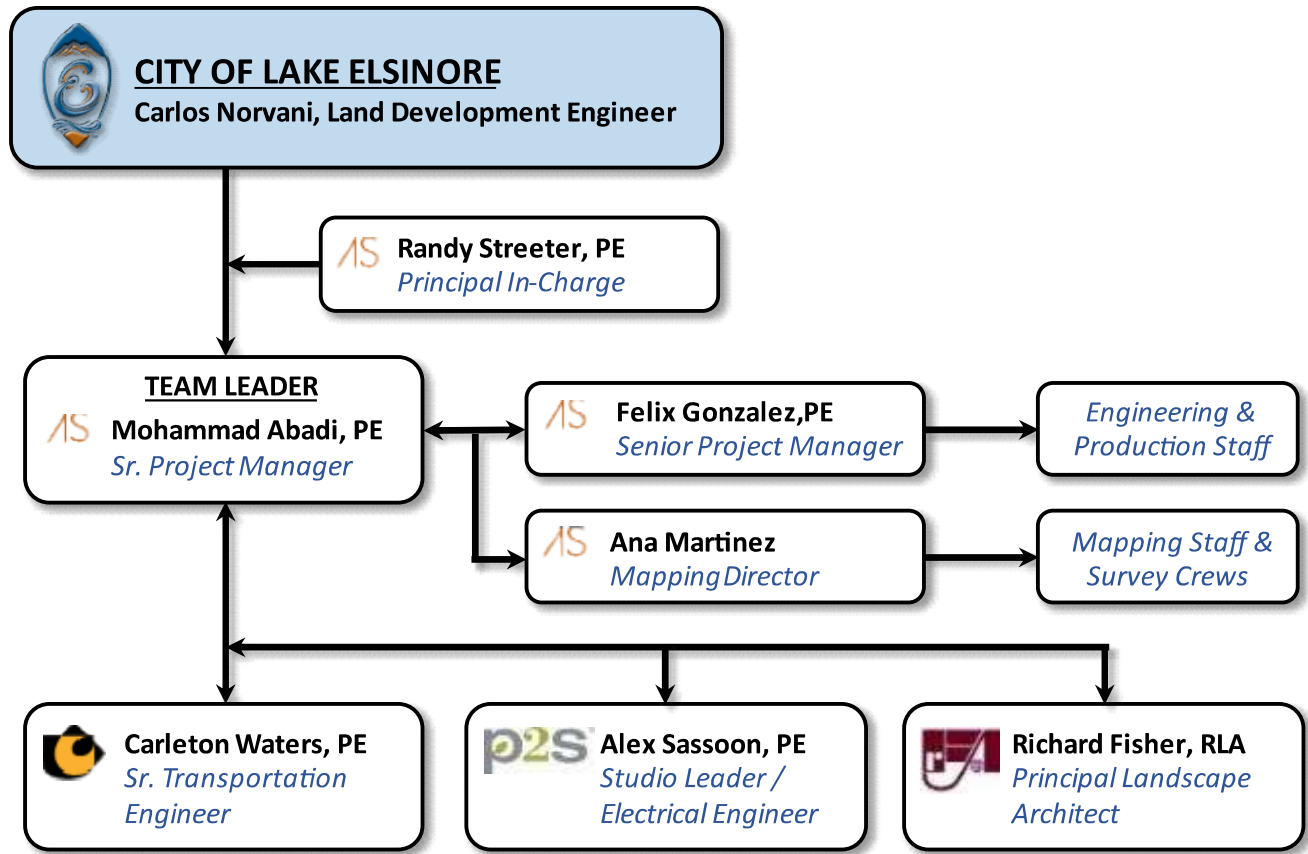
Key personnel from subconsultant team firms selected to provide the necessary support for the project is shown below as follows.

PERSONNEL	EXPERIENCE	HIGHLIGHTS, EDUCATION AND CERTIFICATIONS
<b>Carleton Waters, PE</b> Senior Transportation Engineer 	34 Years (Traffic) 	<ul style="list-style-type: none"> <li>• Extensive experience in traffic signal design, coordinated traffic signal timing, roadway signing and striping, construction detour, and preparing construction quantity/cost estimates and specifications.</li> <li>• Background includes expert witness testimony, travel demand forecasting, traffic studies and parking studies.</li> <li>• BS and MS of Science in Civil engineering, University of California, Irvine.</li> <li>• Registered Civil Engineer (CA RCE 52916).</li> </ul>
<b>Alexander Sassoon, PE,</b> LEED AP BD+C, WELL AP Studio Leader / Electrical Engineer 	7 Years (Electrical) 	<ul style="list-style-type: none"> <li>• Experienced in electrical renovation and new construction for various universities, hospitals, mission critical, industrial and commercial facilities.</li> <li>• In-depth knowledge of environmental and electrical systems, including for needs assessments, systems upgrades, new building and renovation projects.</li> <li>• A leader in high performance building best practices &amp; sustainable design, and educator in passive design strategies, plug load analysis &amp; control, and daylighting methods &amp; lighting control systems.</li> <li>• BA in Environmental Studies, Minor in Electrical Engineering, University of California, Santa Cruz; Registered Electrical Engineer (CA REE E22639).</li> </ul>
<b>Richard Fisher, RLA,</b> ASLA Principal Landscape Architect 	44 Years (Landscape) 	<ul style="list-style-type: none"> <li>• Extensive experience in private and public landscape architecture practice including 6 ½ years of public agency experience with the Parks &amp; Recreation Department of the City of Anaheim.</li> <li>• Expertise include Streetscapes, Parks and Recreation Facility Planning, Capital Improvement Projects, Plan Checking and Inspections, and City services as a Consulting City Project Manager</li> <li>• BS in Landscape Architecture, California State Polytechnic University (Cal Poly), Pomona, California; Associates of Art, Ornamental Horticulture, Modesto Junior College, Modesto, California; Registered Landscape Architect, CA #1429.</li> </ul>

MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

VI. ORGANIZATIONAL CHART

A project team organization chart identifying communication and reporting relationships, and key personnel that will perform the work for the project is provided as follows:



ASCE is committed to maintaining the selected personnel for the duration of the project. In the event that substitution or addition in key personnel and/or sub-consultant is necessary due to circumstances that are outside of our control, a written request will be made to the City for the proposed change(s) for consideration and approval.

VII. PROJECT UNDERSTANDING

We understand that the City is seeking a qualified and responsible consultant to provide engineering design services to implement safety improvements and technology infrastructure on Main Street between Lakeshore Drive and the I-15 freeway. The project objectives to implement safety and infrastructure related improvements is inclusive of the following:

- Intersection improvement/enhancements at three (3) locations along Main Street, including for Heald Avenue, Peck Street and Graham Avenue, including for two (2) crosswalks located midblock between Graham and Sulphur Street and at the intersection of Main Street and Sulphur Street.
- Safe pedestrian corridor along Main Street between Lakeshore Drive and I-15, inclusive of ADA ramp compliance within the limits of the project and an inset pedestrian flashing lights / lighted crosswalk system for the existing crosswalk in front of City Hall.
- Dry utility duct banks along Main Street, Library Street, and Limited Street with lateral conduits to street lights and planters, and irrigation sleeves and low voltage wire conduits.

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Project plans will be developed in coordination with the City's Public Works Department and City's Information Technology Department in consideration of the proposed street rehabilitation work that is provided by the City's Pavement Rehabilitation Plans, and for the design of the proposed utility duct bank respectively.

### VIII. OBSERVATIONS AND PROJECT TECHNICAL APPROACH

- A. **Intersection and Crosswalk Enhancements:** The above-mentioned three (3) intersections and two (2) individual crosswalk locations are all located in the City's downtown area. All decorative crosswalks at these locations appear to be Bomanite color stamped concrete (or equivalent), each with a painted City logos as illustrated by Figure 1 below. Concrete crosswalk borders are not apparent other than the white painted stripes.

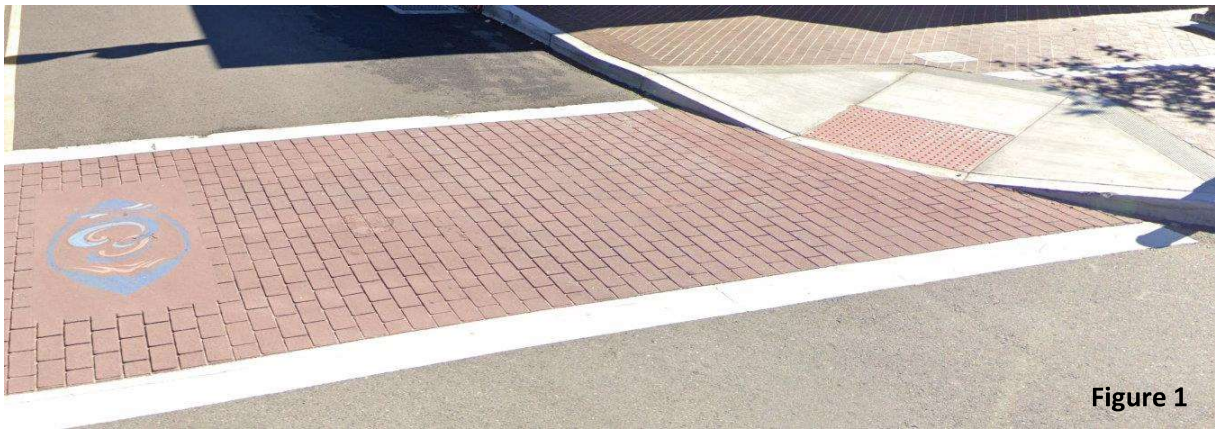


Figure 1

Similar decorative treatments on adjacent sidewalk areas are also observed at these locations, as illustrated by Figure 2 below. The decorative sidewalk areas appear to be actual bonded brickwork, as opposed to the Bomanite color stamped concrete utilized for the crosswalks.



Figure 2

Based on the utility duct banks proposed for the project, portions of the existing decorative crosswalks will need to be removed to accommodate the trenching and excavation required for the installation of

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

the duct banks / conduits. Since it would not be possible to match the existing Bomanite color stamped concrete, new decorative crosswalks are assumed for the project. As such, three (3) design concept alternatives will be developed for the City's consideration to replace the existing decorative crosswalks. A comprehensive evaluation and development of concept alternatives for the intersections and individual crosswalk locations will be conducted during the conceptual phase of the project. However, initial assessment of potential alternative suggests the following may potentially be considered for project implementation:

Alternative No. 1: The existing crosswalks can be replaced with new Bomanite or Bomacron color stamped concrete crosswalks that offers a wide array of choices in regards to schemes, textures and colors. However, stamped concrete crosswalks will need to be replaced due to any future emergencies such as a water main break that would necessitate trenching through the crosswalks for repair work. Since it is not possible to enact repairs to match the existing texturing/patterning and color, the stamped concrete crosswalks within the intersection(s) involved will need to be replaced in its entirety, further increasing costs and impacting commuters and downtown businesses.

Alternative No. 2: Utilize actual bonded brickwork for the crosswalks that complements the existing adjacent decorative sidewalk. A concrete base for the brickwork would be needed for this alternative to provide the necessary support in consideration of vehicle loads. An additional advantage provided by this alternative is that the brickwork may be lifted and reinstalled to accommodate any future utility related repairs, if the need arises. Repairs to the brickwork will be limited to the portions removed due to trenching and repairs, thereby reducing the overall costs and impacts to the traffic and downtown businesses. However, a disadvantage to using the bonded brickwork is that it may be prone to tire thread mark stains cause by vehicles that could become more pronounced over time, and would require periodic maintenance/cleaning to remove the tire marks. A 12" wide concrete curb band will also be utilized to complement the crosswalk and frame the bonded brickwork, negating the need for 12" white crosswalk striping.

Alternative No. 3: Implement interlocking pavers for the crosswalks utilizing a blend of terra cotta colors which complements the adjacent sidewalk area brickwork. The blend of terra cotta colors will also help provide a screening effect against tire thread marks. Similar to the bonded brickwork, the pavers may also be lifted and reinstalled to accommodate any future utility related repairs, if the need arises. Repairs will be limited to the portions removed due to trenching and repairs, thereby reducing the overall costs and impacts to the traffic and downtown businesses. A 12" wide concrete curb band will also be utilized to complement the crosswalk and frame the bonded interlocking pavers, negating the need for 12" white crosswalk striping.

Additional Considerations: The existing truncated domes for the ADA ramps will be evaluated for aesthetical compatibility based on the concepts developed for the City's consideration. Extending the decorative treatment beyond the intersection crosswalks to the center of each intersection, including for a more pronounced City logo at the center of each intersection may also be considered. However, the additional implementation and potential future maintenance/repair costs would likely outweigh the potential aesthetical benefits. Decorative crosswalks generally provide greater visibility to pedestrian crossing. However, extending decorative paving to the center of the intersection could negate that visibility whereby the decorative area as a whole can be misconstrued as a pedestrian scramble intersection/crossing. The location and orientation of the City logo in the middle of the intersection where multi-directional vehicle traffic converges may also be a source of distraction to drivers. Additionally, factors such as implementation costs, potential traffic impacts and disruptions to downtown businesses associated with any future intersection and crosswalk repairs suggests that the

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center of each intersection should remain as asphalt pavement. The City logo imprint should also be maintained at each crosswalk leg to maximize visual impacts to pedestrians, as opposed to drivers.

- B. **Main Street ADA Ramp Compliance:** Existing pedestrian ramps at intersection locations along Main Street between Lakeshore Drive and the Interstate 15 freeway will be reviewed for compliance with the Americans with Disabilities Act (ADA). Initial visual observations of the various ADA ramps are summarized by Table 1 below. Based on the noted observations, up to thirteen (13) ADA ramps are anticipated for replacement and included in the project scope of work. However, potential cross-gutter replacement at Pottery Street and new cross-gutter at Flint Street are included as optional scope items for the City's consideration.

TABLE 1 – SUMMARY OF MAIN STREET ADA RAMPS				
NO.	INTERSECTION	QUADRANT	OBSERVATION/DESCRIPTION	ACTION
1.	Library Street	NW	Ex. decorative ramp w/ no truncated domes.	Verify for compliance and replace ramp (w/ truncated domes), as needed (1 ramp).
2.	Limited Street	NW and SW	Ex. ramps w/ truncated domes.	None anticipated.
3.	Prospect Street	NE and SE	Ex. ramps w/ truncated domes.	None anticipated.
4.	Sulphur Street	NW and SW	Ex. ramps w/ truncated domes.	None anticipated.
5.	Crosswalk n/o Sulphur Street	W and E	Ex. ramps w/ truncated domes.	None anticipated.
6.	Graham Avenue	NW, SW, NE, and SE	Ex. (2) ramps w/ truncated domes at each quadrant.	Evaluate truncated domes for aesthetic compatibility with prop. intersection enhancement concepts.
7.	Peck Street	NW, SW, NE, and SE	Ex. (2) ramps w/ truncated domes at each quadrant.	Evaluate truncated domes for aesthetic compatibility with prop. intersection enhancement concepts.
8.	Heald Avenue	NW and NE	Ex. ramps w/ truncated domes.	Evaluate truncated domes for aesthetic compatibility with prop. intersection enhancement concepts.
		SW and SE	Ex. (2) ramps w/ truncated domes at each quadrant.	Evaluate truncated domes for aesthetic compatibility with prop. intersection enhancement concepts.
9.	Franklin Street	NW, SW, NE, and SE	Ex. ramp w/ no truncated domes (dated).	Replace w/ compliant ADA ramp w/ truncated domes (4 ramps).
10.	Sumner Avenue	NW and NE	Ex. ramp w/ truncated domes.	None anticipated.
		SW and SE	Ex. ramp w/ no truncated domes (dated).	Replace w/ compliant ADA ramp w/ truncated domes (2 ramps).
11.	Pottery Street	NW, SW, NE, and SE	Ex. ramps w/ no truncated domes (dated). NE-SE cross-gutter has severe cracks on north side.	Replace w/ compliant ADA ramp w/ truncated domes (4 ramps). Replace NE-SE spandrels and cross-gutter as needed.
12.	Flint Street	NW and SW	Ex. ramp w/ no truncated domes (dated).	Replace w/ compliant ADA ramp w/ truncated domes (2 ramps).
		NE and SE	Ex. ramp w/ truncated domes (newer). Ponding issues noted @ NE ramp.	None anticipated. A new cross-gutter across Flint Street may be needed to address existing ponding issues.
13.	I-15 On/Off Ramps	NW, SW, NE, and SE	Ex. ramp w/ no truncated domes.	None anticipated since ramps are located within State R/W.

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- C. **Inset Pedestrian Flashing Lights:** An inset pedestrian flashing light system for the existing crosswalk on Main Street in front of City Hall (immediately north of Sulphur Street) will be implemented as part of the project to create a safe pedestrian corridor along Main Street. Based on the existing pedestrian push buttons (PPBs) and pole mounted solar panels observed at the crosswalk location, it is assumed that a solar powered LED pedestrian crossing flashing sign system is currently in service. If so, the proposed inset pedestrian flashing light system will be integrated into the current system in order to maximize the visual (and audible) impact in order to alert drivers to prepare and stop at the pedestrian crossing. The inset flashing lights offers visibility from a far distance, is bicycle safe and requires little maintenance and will be excellent for mid-block and high-volume downtown area crosswalks.
- 
- D. **Technology Infrastructure:** The dry utility duct banks proposed along Main Street between Lakeshore Drive to the I-5 freeway, Library Street between Main Street and Spring Street, and Limited Street between Main Street and Spring Street represents the City's planned infrastructure improvements to service future utility needs within the downtown area. As indicated on the RFP's concept plan attachment, primary duct banks will consist of two 4" conduits for each alignment. Lateral conduits to various street lights and planters along the planned alignment will consist of two 2" conduits for each branch. A single primary duct bank along Main Street from Lakeshore Drive to Prospect Street will transition to two primary parallel duct banks between Prospect Street and the I-15 freeway, to separately serve street lights and planters located on the west and east side of Main Street. Additionally, a separate 1" conduit for irrigation low voltage wiring is shown between Prospect Street and Graham Avenue on the west side of Main Street, portions of which are shown within existing decorative and non-decorative sidewalk areas. To minimize any unnecessary disturbance to the existing parkway areas that consists of regular and decorative sidewalk areas, tree planters, and other utility facilities, the low voltage conduit could be combined with primary duct bank. The actual alignment, placement and/or composition of duct banks and individual conduit alignments (including for 3" irrigation sleeves) will be determined during the conceptual design phase, in consideration of existing wet and dry utilities along Main Street and corresponding cross streets, and in coordination with the City's Information Technology Department.

## IX. PROJECT WORK PLAN

Administration of design and construction support for the project will generally conform to the *Work Plan* as follows:

1. Conduct a kick-off meeting with the City's Public Works Department (and City's Information Technology Department staff as needed) to establish project requirements, discuss funding, site and other constraints, etc. Present a project work schedule outlining tasks, milestones and critical paths. If

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

applicable, coordinate the project with all other agencies or stakeholders of the project. A monthly status report including any updates to the project work schedule will be provided to the City's project manager via e-mail, as appropriate.

2. If required, ASCE can assist the City through a team firm to perform an environmental review of the project and prepare a Categorical Exemption (CE) and/or other environmental documentation required to meet the requirements of the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) depending on funding and/or other requirements, as applicable. Environmental work is not anticipated (not listed on the RFP) but may be arranged and provided upon City request as an additional work item.
3. Obtain and review existing City "as-built" plans and record information. Notify, request, obtain and review utility plans (atlas) from utility purveyors to identify type and location of existing dry and wet utilities within the project limits. A request will also be made for information of any planned work intended by utility purveyors within the next 3 years within the project limits. A copy of utility correspondence will be provided to the City, including recommendations for any action, as appropriate. Prepare an existing utility base plan incorporating all data obtained for the project to support the final design effort.
4. Perform a detailed topographic survey, mapping and field engineering evaluation. Prepare a street base map incorporating all data obtained for the project that will be used as the basis for design of the utility duct banks and other improvements, as applicable. Perform field reconnaissance to ascertain site specific conditions, obtain cultures, etc. The following mapping and surveying related scope of work is assumed for the project:
  - Perform mapping research and field survey to obtain right-of-way maps/documents and existing survey controls respectively within the project limits. Intermittent survey points along Main Street to confirm street alignment and widths will be also be performed. Mapping data and field controls obtained will collectively be used to determine / establish the existing right-of-way and street centerlines within the project limits. Perform the necessary mapping computations and develop a mapping base comprising of right-of-way lines and street centerlines. The development of the "paper-boundary" right-of-way for the project will aid in determining if any additional right-of-way would be needed to support proposed improvements. Right-of-way takes are not anticipated for the project at this time so boundary surveys are not included in the scope of work but can be performed as a separate scope of work if needed.
  - Perform a topographic survey for the Graham Avenue, Peck Street and Heald Avenue intersections (including adjacent parkway areas), and for the two for crosswalks located midblock between Graham and Sulphur Street and at the intersection of Main Street and Sulphur Street, to support the design of various enhancements at those locations.
  - Perform a topographic survey of thirteen (13) ADA ramp locations along Main Street as identified on Table 1, inclusive of Library Street (1 ramp), Franklin Street (4 ramps), Sumner Avenue (2 ramps), Pottery Street (4 ramps) and Flint Street (2 ramps) to support the design of ramp replacements. Street light and planter area locations will also be confirmed to support the design of the utility duct banks.
  - Topographic survey to support the design of a cross-gutter at Flint Street to mitigate drainage ponding at the NE corner of the intersection, and the reconstruction of an existing cross-gutter at Pottery Street is provided as an optional cost item for the City's consideration. The City may also elect to incorporate the potential cross-gutter construction/re-construction into the Main Street Pavement Rehabilitation SB-1 Project roadway plans that are prepared by City staff.

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

- Preparation and filing of a Corner Record to the County Surveyor's office prior to construction in reference to survey monuments/controls subject to disturbance, including for the replacement of any survey markers that is destroyed during construction and submitting corresponding post construction Corner Records to the City and County Surveyor's office, is assumed to be performed by the Contractor and is not included in the scope of work.
5. Perform a site review and photo document all areas proposed for improvements and/or enhancements. Existing decorative materials at the involved intersections/crosswalks/sidewalks will be documented to aid in the development of design enhancements. Existing ADA ramps proposed for replacement will be field checked for compliancy as verification of replacement, and site constraints documented for design purposes.
  6. Prepare a 35% level-of-completion Conceptual Street Improvement and Utility Plan for the City's review and consideration prior to preparation of final design plans. The conceptual plan set will generally utilize a 40-scale layout with details illustrated at 20-scale or 10-scale as appropriate, that comprise of the following:
    - Preliminary utility duct bank and lateral branch alignments / placements with existing wet/dry utilities, right-of-way line overlays, offset dimensions and other details. Potential conflicts at various utility crossings will be identified and assessed for potential potholing to verify location/depths of existing utilities. A potholing budget has been included in the cost proposal in case determined to be needed during the course of design.
    - Three (3) design alternatives for the decorative crosswalks and intersections will be developed and presented on the plan set. Visual depictions and material selections of the proposed alternative will either be scanned and incorporated into the plan set, or provided under separate cover as appropriate.
    - ADA ramps determined for upgrades and/or removal & replacement will be identified on the plan. A graphical representation of the proposed configuration of ramps being replaced will also be provided for City approval.
    - Preliminary layout of the inset pedestrian flashing lights for the existing crosswalk on Main Street in front of City Hall identifying system components, layouts and details.
    - A conceptual level Opinion of Probably Construction Cost spreadsheet (Engineer's Estimate) will be prepared based on the conceptual level improvements, including for each individual design alternatives, and included as part of the 35% submittal package.
  7. Arrange and conduct a 35% design coordination meeting with City staff to discuss proposed improvements and enhancements provided on the conceptual plan set, including for costs and related items to advance the preparation of final design plans.
  8. Prepare a 65% level revised plan set upon receipt of the City's 35% conceptual design plan check comments. Arrange a design coordination meeting with the City to clarify and confirm required changes prior to resubmit to the City, as necessary. A comment resolution matrix and checked redlines will be provided as part of this resubmittal.
  9. Prepare a 95% level bid document package consisting of the final Plans, Specifications and Estimates (PS&E) upon receipt of the City's 65% design plan check comments. Arrange a design coordination meeting with the City to clarify and confirm required changes prior to resubmit to the City, as necessary. A comment resolution matrix and checked redlines will be provided as part of this resubmittal.
  10. Perform a Quality Assurance/Quality Control (QA/QC) review prior to the 65% and 95% plan resubmittal.

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

11. Review and incorporate any final City comments and/or any required changes to the final PS&E prior to submittal to the City for bidding purposes.
12. All plan and document submittals to the City will be transmitted electronically to the City and provided in the native file formats of each utilized computer software utilized, including for the AutoCad "DWG", Adobe "PDF", Microsoft Word "DOC", Microsoft Excel "XLS" file formats. Files that are not in electronic format shall be scanned into a commonly used digital format for submission.
13. Provide bid support services including attending the pre-bid meeting and responding to bidder request for clarification concerning the bid package. Prepare responses to bidder's questions and prepare contract addenda as needed for distribution to prospective bidders. Prepare the pre-bid meeting agenda, if requested.
14. Provide construction support services including preparing the pre-construction meeting agenda, if requested, attending the pre-construction meeting and responding to contractor request for clarification related to the project specifications. Respond to Request for Information (RFI) from contractor during construction, if requested.

### **X. COST PROPOSAL / FEE SCHEDULE**

A total "Not to Exceed" design fee (man-hour and fee estimate) for the project including current Standard Fee Schedule is submitted under separate cover. The pricing and rates provided shall remain valid for the term of the Agreement. We acknowledge that price adjustments and final pricing may be negotiated by the City.

### **XI. SAMPLE PROJECTS AND REFERENCES**

A sampling of relevant projects with corresponding client references that have been completed recently including project description, dates, and client contact information are as provided on the proceeding pages of this proposal.

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

## VERDUGO STREET BEAUTIFICATION PROJECT

AS

CITY OF SAN JUAN CAPISTRANO, California



The Verdugo Street Beautification Project provides an inviting street corridor that creates a sense of arrival for visitors arriving by train, as well as for those parking and walking to restaurants, the movie theatre and shops downtown. The project site is located in the heart of the City's Historic Town Center by the San Juan Capistrano Metrolink train depot and east of the historic Los Rios district. In realizing the City's vision for this popular downtown destination, Adams Streeter along with our interdisciplinary team designed a streetscape with reduced street widths and widened sidewalks for a more pedestrian focused experience that can also accommodate sidewalk dining and temporary street closures for special events. The streetscape experience is further enhanced with the use of rolled curbs, decorative sidewalk pavers, crosswalk pavers with color concrete banding accents, street bulb-outs, street trees, planter pots, landscape planters, bollards, enhanced street lights and street/pedestrian bistro lighting, and seating. The plaza area stamped concrete at the Metrolink train depot is further enhanced through the use of decorative pavers and with the inclusion of a shade structure, seating, planter area, plaza clock, various Metrolink safety improvements, and for a future digital information display board.



COMPLETED: 2020

CLIENT REFERENCES: CITY OF SAN JUAN CAPISTRANO

- Paul Meshkin, PE, Senior Civil Engineer (PM)  
(949) 443-6350, [pmeshkin@sanjuancapistrano.org](mailto:pmeshkin@sanjuancapistrano.org)
- Joe Parco, PE, City Engineer  
(949) 443-6353, [jparco@sanjuancapistrano.org](mailto:jparco@sanjuancapistrano.org)



## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

### FY 2019-2020 PAVEMENT REHABILITATION PROJECT CITY OF VILLA PARK

AS



Adams Streeter recently provided Plans, Specifications, and Estimates (PS&E) for the City of Villa Park to support their annual pavement rehabilitation project that includes residential and collector streets serving residential neighborhoods, schools and commercial establishments. The project generally provides for the removal and replacement of deteriorated street sections, pavement grinding and overlay utilizing asphalt rubber hot mix and fiber reinforcements, replacement of curb, gutter, sidewalk, ADA ramps and drainage improvements. Collector streets programmed as part of this project includes Santiago Boulevard, Serrano Avenue, Rama Street, and Center Street / Valley Drive. Local residential streets include Charter Road, Fleet Road, James Road, Winn circle, Robbie Circle, Janice Circle, Robin Way, Eastwood Circle, Villa Woods Drive, Villa Woods Circle, and Featherhill Drive.

**COMPLETED:**

2020

**CLIENT REFERENCE:**

**CITY OF VILLA PARK**

Mahrooz Ilkanipour, PE

17855 Santiago Boulevard

Villa Park, California 92861

(714) 998-1500 | [mahrooz@villapark.org](mailto:mahrooz@villapark.org)

### FOOTHILL PARKWAY IMPROVEMENT PROJECT CITY OF CORONA

AS



Adams Streeter provided the design for the rehabilitation of Foothill Parkway between Marquez Way and the I-5 on/off ramps, and Bedford Canyon Road between Foothill Parkway and Liberty Avenue in the City of Corona. The project was performed in conjunction with the 9.8-acre Foothill Center commercial and retail development which includes a three-story hotel, multiple restaurants, retail facilities, and a gas station. Street improvements for Foothill Parkway include roadway widening, pavement rehabilitation, intersection reconstruction, construction of curb, gutter, sidewalk, and ADA ramps, signal modifications, and pavement delineation.

**COMPLETED:**

2020

**CLIENT REFERENCE:**

**CORNERSTONE**

Fred Saedi, President

(206) 919-1527 | [fredsaedi@gmail.com](mailto:fredsaedi@gmail.com)

## MAIN STREET PEDESTRIAN SAFETY AND INFORMATION TECHNOLOGY INFRASTRUCTURE

# SPRING STREET & EL CAMINO REAL ADA IMPROVEMENTS *AS*

## CITY OF SAN JUAN CAPISTRANO



The San Juan Elementary School located at 31642 El Camino Real serves over 700 kindergarteners through 5<sup>th</sup> grade students. The elementary school is located in close proximity to a number of prominent attractions and landmarks in the City of San Juan Capistrano including for the Mission San Juan Capistrano, the Mission Basilica, the Inn at the Mission San Juan Capistrano, the San Juan Capistrano Library, the Capistrano Union High School, and the Los Rios Historic District. The combined student and visitor pedestrian traffic to the area is significant and necessitate certain infrastructure improvements to be constructed to ensure pedestrian safety and promote safe routes to school.

To ensure a clear and compliant ADA path of travel, Adams Street provided the design to facilitate the re-grading of the El Camino Real and Spring intersection to accommodate new ADA ramps and crosswalks in front of the school. As part of the intersection improvements, a street chicane on the west side of El Camino Real to narrow the street and widen the decorative sidewalk is provided to accommodate an ADA-compliant path of travel amidst various obstructions posed by existing surface utility facilities. Existing surface drainage issues at the intersection was also addressed without the use of storm drains. Other improvements implemented as part of this project includes the replacement of two incompliant ADA ramps at the El Camino Real and Ortega Highway intersection, school driveway reconstruction, removal/relocation of an existing school crosswalk, on-street parking reconfiguration, and pavement resurfacing. Preparation of legal description and exhibits was also performed to accommodate the placement of ADA ramp by the elementary school. Design and construction of this project was funded through the Community Development Block Grant (CDBG) Program.

**COMPLETED:** 2022

**CLIENT REFERENCES:** CITY OF SAN JUAN CAPISTRANO

- Paul Meshkin, PE, Senior Civil Engineer  
(949) 443-6350, [pmeshkin@sanjuancapistrano.org](mailto:pmeshkin@sanjuancapistrano.org)
- George Alvarez, PE, Project Manager  
(949) 493-1171, [galvarez@sanjuancapistrano.org](mailto:galvarez@sanjuancapistrano.org)



# FEE PROPOSAL

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Project Name:

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR  
MAIN STREET PEDESTRIAN SAFETY IMPROVEMENTS  
AND INFORMATION TECHNOLOGY  
PROJECT NO. Z10059

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Prepared for:

CITY OF LAKE ELSINORE  
Attn: Carlos Norvani  
Land Development Engineer  
130 S. Main Street  
Lake Elsinore, California 92530

September 29, 2022

Prepared by:

Adams-Streeter Civil Engineers



<b>HOURLY AND FEE BREAKDOWN SUMMARY</b> <b>MAIN STREET PEDESTRIAN SAFETY IMPROVEMENTS AND INFORMATION TECHNOLOGY INFRASTRUCTURE PROJECT</b>							
ITEM DESCRIPTION	ASCE Hourly Rates			SUBCONSULTANT			TOTAL FEE
	Engr. Office 165	2-Man Survey 265	Survey Office 165	UBXR	P2S	RFA	
<b>1. Project Management and Coordination</b>							
a. Project Management, Schedules, Meeting Minutes	16						\$2,640
b. Design Collaboration and Review Meetings w/ City Staff	20			\$650		\$435	\$4,385
c. Field Review, Documentation & Assessment of Site Conditions	12			\$650		\$580	\$3,210
d. Quality Assurance / Quality Control (QA/QC)	12						\$1,980
e. Reprographics (Budgeted)							\$300
<b>2. Information Research, Review &amp; Utility Coordination</b>							
a. Research and Review As-built / Record Plans	4			\$250			\$910
b. Utility Purveyor Notification, Atlas Request & Coordination	20						\$3,300
c. Develop Existing Utilities Base Map	20						\$3,300
<b>3. Mapping and Initial Field Survey Verifications</b>							
a. Research and Review Record Maps and Documents			8				\$1,320
b. Mapping Calculations and Development of Mapping Base for Street Right-of-Way and Centerline	6		30				\$5,940
<b>4. Field Topographic Survey</b>							
a. Establish Field Controls and Processing		16	6				\$5,230
b. Topographic Design Survey and Processing - Intersection and Crosswalk Enhancement Locations		20	10				\$6,950
c. Topographic Design Survey and Processing - ADA Ramp Replacement Locations (13)		8	4				\$2,780
<b>5. Conceptual Plan Development (35% Plans)</b>							
a. Intersection & Crosswalk Enhancement Alternatives (3 Intersections & 2 Separate Crosswalk Locations)	32					\$3,480	\$8,760
b. Utility Duct Banks, Lateral Branch Laterals, Low Voltage Conduits and Irrigation Sleeves, etc.	60				\$1,200		\$11,100
c. ADA Ramps (13 Locations)	40						\$6,600
d. Inset Pedestrian Flashing Lights (1 Location)				\$4,500			\$4,500
e. Concept Level Opinion of Probable Construction Cost	6			\$450	\$500	\$290	\$2,230
f. Utility Verification via Potholing (Budgeted Amount)	(Performed By 3rd Party Potholing Company)						\$10,000
<b>6. Final Construction Documents (65%, 95% and 100% PS&amp;E)</b>							
a. Title Sheet	8						\$1,320
b. Street Improvement Plan - ADA Ramp Detail Plan	40						\$6,600
c. Street Improvement Plan - Intersection and Crosswalk Enhancements	80					\$2,320	\$15,520
d. Utility Plan - Utility Duct Banks and Branch Laterals, Low Voltage Conduits, Irrigation Sleeves, etc.)	80				\$1,400		\$14,600
e. Street Improvement Plan - Inset Pedestrian Lighted Crosswalk Plan	4			\$4,500			\$5,160
f. Opinion of Probable Construction Cost (65%, 95%, 100%)	8			\$450	\$450		\$2,220
g. Specifications (95%, 100%)	24			\$450	\$450		\$4,860
h. Comment Resolution Matrix (65% & 95% Submittals)	8			\$450			\$1,770
<b>7. Bid and Construction Support</b>							
a. Prebid Meeting & Bidder Request for Clarification & Contract Addenda Issuance	24						\$3,960
b. Preconstruction Meeting, Bid Document Clarifications and Request for Information	24			\$450			\$4,410
<b>GRAND TOTAL</b>	<b>548</b>	<b>44</b>	<b>58</b>	<b>\$12,800</b>	<b>\$4,000</b>	<b>\$7,105</b>	<b>\$145,855</b>



# ADAMS STREETER CIVIL ENGINEERS

## 2022 PROFESSIONAL FEE SCHEDULE

### CIVIL ENGINEERING SERVICES

Principal .....	\$210.00/hour
Project Director .....	\$185.00/hour
Project Manager .....	\$165.00/hour
Project Engineer .....	\$145.00/hour
CADD Designer / Technician .....	\$125.00/hour
Clerical / Word Processing .....	\$65.00/hour

### SURVEYING AND MAPPING SERVICES

2-Man Survey Crew (Field) * .....	\$265.00/hour
1-Man Survey Crew (Field) * .....	\$230.00/hour
Survey Office / Mapper .....	\$165.00/hour

*\* Prevailing Wage Rates.*

### REIMBURSABLE EXPENSES

All out of pocket expenses, such as filing and plan check fees, permit fees, delivery service, reproduction printing, and other project expenses will be extra and invoiced at our direct cost.

### MILEAGE

Mileage will be invoiced at the IRS standard mileage rate for 2022.

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

Position	Hourly Rates
Principal	\$205-275
Senior Associate	\$150-220
Associate	\$110-170
Senior Analyst	\$105-135
Analyst	\$70-105
Assistant Analyst	\$60-115
Administrative Support	\$65-105

**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.



P2S INC.  
RATE SCHEDULE FOR ENGINEERING SERVICES ON A  
TIME AND EXPENSE BASIS

<u>Category</u>	<u>Rate</u>
PRINCIPAL ENGINEER	\$329
ENGINEER GRADE 05	\$276
ENGINEER GRADE 04	\$267
ENGINEER GRADE 03	\$229
ENGINEER GRADE 02	\$211
ENGINEER GRADE 01	\$187
DESIGN ENGINEER GRADE 05	\$229
DESIGN ENGINEER GRADE 04	\$211
DESIGN ENGINEER GRADE 03	\$187
DESIGN ENGINEER GRADE 02	\$166
DESIGN ENGINEER GRADE 01	\$147
DESIGNER GRADE 04	\$157
DESIGNER GRADE 03	\$147
DESIGNER GRADE 02	\$135
DESIGNER GRADE 01	\$129
CAD/BIM DESIGNER GRADE 04	\$130
CAD/BIM DESIGNER GRADE 03	\$118
CAD/BIM DESIGNER GRADE 02	\$105
CAD/BIM DESIGNER GRADE 01	\$96
COMMISSIONING GRADE 05	\$276
COMMISSIONING GRADE 04	\$239
COMMISSIONING GRADE 03	\$204
COMMISSIONING GRADE 02	\$163
COMMISSIONING GRADE 01	\$140
PROJECT ASSISTANT	\$96

In addition, for direct out-of-pocket expenses (if and when they occur) we quote the following:

- 1) Automobile: at current IRS rate per mile from home office for travel outside Los Angeles, Orange, San Diego, San Bernardino, Riverside & King counties
- 2) Travel Expense: at Cost
- 3) Subsistence: While away from home office for more than 1 day: at Cost, but not to exceed \$250 per day per person.
- 4) Plan Check Fees: at Cost plus 10% markup
- 5) Third Party Services: at Cost plus 10% markup
  - Printing and copy services
  - Consultant and subcontract professional fees
  - Surveying / Soils Investigation
  - Testing Laboratory Work

LIABILITY LIMITS

Professional Liability	\$ 2,000,000.
General Liability	\$ 5,000,000.

Effective January 1, 2022 – December 31, 2022  
RT-222



**RICHARD FISHER ASSOCIATES – LANDSCAPE ARCHITECTS**

Principal Project Manager	\$145.00
Project Landscape Architect	\$110.00
Senior Designer	\$86.00
CADD Operator	\$86.00
Designer	\$70.00
Word Processor	\$60.00

Reimbursable at cost plus 15%  
Sub Consultants at cost plus 15%  
Mileage at \$0.51 (or equivalent to the IRS Standard Mileage Rate)

ADAMSTR-01

MCCOWANA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E67768 <b>IOA Insurance Services</b> 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	<b>CONTACT NAME:</b> Dana Schwartz	
	<b>PHONE (A/C, No, Ext):</b> (619) 574-6223 50203	<b>FAX (A/C, No):</b> (619) 574-6288
	<b>E-MAIL ADDRESS:</b> Dana.Schwartz@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> RLI Insurance Company	
	<b>INSURER B :</b> Beazley Insurance Company, Inc	
<b>INSURED</b> <b>Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc.</b> 16755 Von Karman, Suite 150 Irvine, CA 92606	<b>NAIC #</b>	
	<b>13056</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001237	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ded \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp.: \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.: \$500	X	X	PSA0001063	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0001201	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0001554	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			V21EE9220501	2/13/2022	2/13/2023	Per Claim 2,000,000
B	Ded.: \$40k Per Claim			V21EE9220501	2/13/2022	2/13/2023	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: All Operations

City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation in favor of the Additional Insureds.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Named Insured:** Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc.

RLI Insurance Company

**Policy Number:** PSB0001237**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**Named Insured:** Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc. **Policy Number:** PSW0001554

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06**

**(Ed. 04-84)**

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement

Policy Number: PSA0001063

RLI Insurance Company

Named Insured: Adams Streeter Civil Engineers, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack® BUSINESS AUTO ENHANCEMENT**

### **SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT**

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

### A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

### B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

### C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

### D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

### E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

### F. Fellow Employee Coverage

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

### G. Auto Loan Lease Gap Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

#### H. Glass Repair – Waiver Of Deductible

### SECTION III – PHYSICAL DAMAGE COVERAGE,

#### D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

#### I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

#### J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:

- (a) \$60,000
- (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:

- (a) Any “auto” that is hired, rented or borrowed with a driver; or
- (b) Any “auto” that is hired, rented or borrowed from your “employee”.

#### K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
- (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

##### f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

## **M. Temporary Transportation Expenses**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions**, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

### **a. Transportation Expenses**

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

## **N. Amended Bodily Injury Definition – Mental Anguish**

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

## **O. Airbag Coverage**

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

## **P. Amended Insured Contract Definition – Railroad Easement**

**SECTION V – DEFINITIONS** paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph **H.3.** is replaced by the following:
  - 3. Any easement or license agreement.
- 2. Paragraph **H.6.a.** is deleted.

## **Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

#### **R. Notice Of And Knowledge Of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss**, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### **S. Unintentional Errors Or Omissions**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### **T. Towing Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - a. All labor must be performed at the place of disablement; and
  - b. If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

**Business Name:** ADAMS STREETER CIVIL ENGINEERS, INC.  
**Business Location:** 16755 VON KARMAN, SUITE 150  
IRVINE, CALIFORNIA 92606  
**Owner Name(s):** ADAMS STREETER CIVIL ENGINEERS, INC.

CITY OF LAKE ELSINORE

*Administrative Services - Licensing*  
130 South Main Street, Lake Elsinore, CA 92530  
PH (951) 674-3124

**BUSINESS LICENSE NO.** 026658  
**Business Type:** PROFESSIONAL/ENGINEERS

ADAMS STREETER CIVIL ENGINEERS, INC.  
16755 VON KARMAN, SUITE 150  
IRVINE, CALIFORNIA 92606

**Issue Date:** 2/24/2022 **Expiration Date:** 2/28/2023

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

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