

SERVICE FEE SCHEDULE

HOURLY PERSONNEL

Project Engineer & Geologist	\$ 140.00
Registered Civil Engineer & Engineering Geologist	\$ 125.00
Civil Engineering & Engineering Geology Associate	\$ 100.00
Soils Technicians (prevailing wage)	\$ 130.00
Deputy Inspection (prevailing wage)	\$ 130.00
Laboratory Technician	\$ 74.00
AutoCAD Draftsperson	\$ 80.00

LABORATORY

Max. Den. / Opt. Moist.	\$ 148.00	"R"-Value	\$ 275.00
Direct Shear	\$ 148.00	Concrete Testing	\$ 40.00/Break
Moisture & Density	\$ 19.00	Density - rock or chunk	\$ 70.00
A.S.C.E. Swell Index	\$ 111.00	Atterberg Limits	\$ 148.00
Consolidation	\$ 148.00		
Full Gradation	\$ 148.00		
Hydrometer	\$ 56.00		
Sieve	\$ 74.00		
Sand Equivalent	\$ 74.00		
Specific Gravity	\$ 74.00		

ADDITIONAL CHARGES

Field Vehicles	\$ 12.00 / hr
Nuclear Gauge	\$ 10.00 / hr
Equipment Rental	quote
Reprographics	quote
<i>Per Diem</i>	quote

December 2022



170 North Maple Street, Suite 108
Corona, CA 92880
www.altageotechnical.com

CITY OF LAKE ELSINORE
ENGINEERING DIVISION
130 S. Main Street
Lake Elsinore, California 92530

January 12, 2023

Attention: Mr. Carlos Norvani

Subject: **STATEMENT OF QUALIFICATIONS**
Engineering On-Call Geotechnical Testing Services

Dear Mr. Norvani:

Presented herein is Alta California Geotechnical, Inc.'s (Alta) Statement of Qualifications to support the Engineering Division of the City of Lake Elsinore (City) with As-Needed, On-Call Geotechnical Testing Services. The offer of this proposal is valid for ninety (90) days.

Alta California Geotechnical, Inc. appreciates the opportunity to be of service to you and your organization. Should you have any questions or need additional information, please contact the undersigned at our Corona office.

Sincerely,
Alta California Geotechnical, Inc.



SCOTT A. GRAY/RGE 2857

Reg. Exp.: 12-31-24
Registered Geotechnical Engineer
President

Distribution: (1) Addressee

SAG: LM: SOQ - January 12, 2023 Proposal - Lake Elsinore On-Call Statement of Qualifications, Engineering On-Call Geotechnical Testing Services.

Understanding of the Project

In order to provide support for the Engineering Division of the City of Lake Elsinore with As-Needed, On-Call Geotechnical Testing Services, it is Alta's understanding that the City may request that Alta assists the City with various geotechnical testing assignments pertaining to storm drain, grading and roadway paving operations. This work performed by Alta shall be under the direction of a licensed Geotechnical/Civil Engineer registered with the State of California with significant experience in Geotechnical Engineering.

Approach to Scope of Work

In an effort to provide our clients with timely geotechnical support, all scheduling of soils technicians goes through our Director of Field Operations. The Director of Field Operations manages the soils technicians and acts as a liaison to provide scheduling and field support for the field staff. Alta soil technicians regularly conduct evaluations of excavations, earth materials to be used as fill, and compaction procedures to ensure that project specifications are being followed. In-place testing of compaction and moisture conditioning are performed in accordance with ASTM D1556 and/or ASTM D 2922-01 in order to ensure project specifications are being followed. Alta technicians are also experienced in testing, sampling and inspecting construction materials such as concrete, asphalt and slurry.

Samples of materials being used throughout trench backfill, grading and roadway operations will be transported to the laboratory for testing to determine the engineering characteristics of the material. Testing of these materials may include: maximum density and optimum moisture (ASTM D1557 Methods A, B and C), grain size analysis (ASTM D422), Atterberg Limits (ASTM D4318-D84 or CT204), sand equivalent (ASTM D2419 or CT217), asphalt maximum density (CT304), slurry abrasion number (ASTM G75-15) and other related testing per Standard Specifications for Public Works Construction, County of Riverside, or Caltrans project specifications.

Daily field engineering reports are written by the soils technician, including a summary of the day's activities, equipment used, and areas of failing tests which have not been reworked/retested. These daily field engineering reports are made available to the client and/or inspector at the end of every working day. Field data regarding compaction tests and Daily Field Engineering Reports are submitted to an Alta Staff Engineer for review.

At the completion of services, Alta shall prepare a final report summarizing the work performed on the project. This report will include observations during construction, results of field and laboratory testing, and conclusion as to the project's compliance with the approved plans and specifications.

Throughout the project, Alta shall provide the City with geotechnical project coordination, technical support, and management during the project. This work shall include work scheduling and the review of geotechnical reports, plans, and specifications. In order to ensure that all work is being performed in accordance with approved plans and specifications, a Representative of Alta shall attend all pre-grade meetings, construction field meetings, and other coordination meetings. Decisions made during the construction meetings shall be implemented. Field compactions procedures shall be evaluated and recommendations shall be made where deemed appropriate.

Alta shall provide its geotechnical testing services based on an As Needed, On-Call basis. These services shall be provided in accordance with the Proposal Cost Breakdown. Execution of these services may occur on weekends and at night as required. Additional reporting costs required for this project shall be negotiated with the City before preparation.

Qualifications

Alta California Geotechnical, Inc., a California Corporation, is a fully insured soils engineering and engineering geology consulting firm with an office and soil testing laboratory in Corona, serving Los Angeles, San Bernardino, Riverside, San Diego and Orange Counties. Committed to providing pro-active involvement, our principals regularly visit jobs sites and support our field personnel. Alta combines the disciplines of soil engineering and engineering geology on every project to provide cost-effective practical solutions, and appropriate, helpful field support during construction.

Alta's staff is experienced with a wide variety of geologic conditions found in the Lake Elsinore area including hard rock, liquefaction/high groundwater, complex geologic structure, landslide-prone areas and faults.

Alta's staff have extensive project experience in the area such as:

- The SB-1 Downtown Pavement Resurfacing Project (Z-10059),
- The Lakeside Residential Project Investigation and Seismic Study,
- The Westlake Project (Canyon Hills Development),
- The Grading and Resurfacing Project of Railroad Canyon Road,
- A fault rupture investigation for DaVita Healthcare on Lakeshore,
- The extension of Summerhill Drive (Tuscany Hills Project),
- The Amberleaf Project (Canyon Hills Development).

The engineers and geologists at Alta are committed to providing our clients with an accurate depiction of the geotechnical conditions that yield accurate construction cost estimates. Alta works with the client's multi-disciplined consultants to produce quality projects with favorable outcomes. Alta is set apart from the competition with dedication to excellence and responsiveness to the client, all at a competitive cost.

Project Manager



Geotechnical Engineer

Scott Gray GE, PE



EDUCATION

BS Civil Engineering

YEARS OF EXPERIENCE

20 Years

REGISTRATIONS

Professional Engineer 69371

Geotechnical Engineer 2857

With a BS in Civil engineering and over 20 years' experience in geotechnical engineering, Mr. Gray serves as President for Alta California Geotechnical, Inc. Mr. Gray previously worked for Pacific Soils Engineering, Inc., and served as the Manager of Geotechnical Services for the Inland Empire/San Diego areas. His project experience includes mass grading, pavement design and evaluation, subsurface investigations, water tank/reservoir projects, slope stability analyses, liquefaction studies, and onsite construction for residential and commercial developments.

Mr. Gray's responsibilities include coordinating and supervising geotechnical field investigations, preparing and reviewing geotechnical reports, reviewing project plans and specifications, directing and supervising technicians in data compilation and analysis, and providing technical support for engineers and technical staff.

RELATED EXPERIENCE

Mr. Gray has extensive experience providing geotechnical engineering expertise to public infrastructure improvements including roadway paving operations and utility line backfill operations.

Mr. Gray has project experience in the area such as:

- The SB-1 Downtown Pavement Resurfacing Project (Z-10059),
- The Lakeside Residential Project Investigation and Seismic Study,
- The Westlake Project (Canyon Hills Development),
- The Grading and Resurfacing Project of Railroad Canyon Road,
- A fault rupture investigation for DaVita Healthcare on Lakeshore,
- The extension of Summerhill Drive(Tuscany Hillys Project),
- The Amberleaf Project (Canyon Hills Development).

Client References

Silverwood Development, Phase 1

Alta is the geotechnical consultant of record for Phase 1 of the Silverwood Development Project, located in the City of Hesperia, California. We initially conducted subsurface investigations of the site which included hollow-stem auger borings and backhoe test pits. Laboratory testing was conducted including particle size analysis, maximum density/optimum moisture, expansion index testing, consolidation and chemical analysis. Utilizing the information, grading and design recommendations were developed for the project.

Throughout the project, Alta has continued to provide grading /construction observations and testing services during the development. This has included observing and testing the engineered fill as it was placed and observing and approving removal bottoms. Thus-far, the development has utilized Alta's services in regards to offsite improvements for the City of Hesperia including public utility and electrical improvements and associated public roadway resurfacing.

CLIENT NAME:

Silverwood Development Phase 1, LLC

Mike Hughes

mhughes@dmbdevelopment.com

Years of Services: 2021-2023

Team Members:

Scott Gray (Geotechnical Engineer)

Tom McCarthy (Engineering Geologist)

Relavance:

- Offsite public electrical and water utility improvements and associated resurfacing of public streets with the City of Hesperia.

Canyon Hills Development

Alta was the geotechnical consultant of record for the Canyon Hills Development by Tri Pointe Homes (formerly Pardee Homes), located in the City of Lake Elsinore, California. We initially conducted subsurface investigations of the site which included air-percussion borings, rotary wash borings and backhoe test pits. Laboratory testing was conducted including particle size analysis, maximum density/optimum moisture, expansion index testing and chemical analysis. Utilizing the information, grading and design recommendations were developed for the project.

Alta provided grading/construction observation and testing services during the development. This included observing and testing the engineered fill as it was placed and observing and approving removal bottoms. We also observed and tested the infrastructure improvements as well as street construction for the residential development.

CLIENT NAME:

Tripointe Homes

Denise Williams

Denise.williams@tripointehomes.com

Years of Services: 2014-2022

Team Members:

Scott Gray (Geotechnical Engineer)

Tom McCarthy (Engineering Geologist)

Relavance:

- Observation and testing of mainline utility trench backfill.
- Roadway design recommendations.
- Roadway paving compaction testing and reporting.

Willow Springs; Caltrans Improvements

Alta is the geotechnical consultant of record for the Willow Springs Development, located in the City of Murrieta, California. We initially conducted subsurface investigations of the site which included backhoe test pits. Laboratory testing was conducted including particle size analysis, maximum density/optimum moisture, expansion index testing and chemical analysis. Utilizing the information, grading and design recommendations were developed for the project. Alta has provided grading/construction observation and testing services during the development. This has included observing and testing the engineered fill as it was placed and observing and approving removal bottoms. We also observed and tested the infrastructure

improvements as well as street construction for the residential development. As the geotechnical consultant of record for the project, Alta has prepared pavement design recommendations for Winchester Road in accordance with Caltrans specifications. Roadway paving observations, testing, and reporting are also done in accordance with Caltrans requirements.

CLIENT NAME:

Lennar Homes

Brett Hood

Brett.hood@lennar.com

Years of Services: 2014-2022

Team Members:

Scott Gray (Geotechnical Engineer)

Tom McCarthy (Engineering Geologist)

Relavance:

- Observation and testing of mainline utility trench backfill.
- Roadway design recommendations in accordance with Caltrans specifications.
- Roadway paving compaction testing and reporting in accordance with Caltrans requirements.

Railroad Canyon Road Extension

Alta was the geotechnical consultant of record for the Canyon Hills Development by Tri Pointe Homes (formerly Pardee Homes), located in the City of Lake Elsinore, California. We initially conducted subsurface investigations of the site which included air-percussion borings, rotary wash borings and backhoe test pits. Laboratory testing was conducted including particle size analysis, maximum density/optimum moisture, expansion index testing and chemical analysis. Utilizing the information, grading and design recommendations were developed for the project.

Alta provided grading/construction observation and testing services during the extension and resurfacing of Railroad Canyon Road. This included providing observation and testing services during mainline joint utility trench backfill, construction of Southern California Edison transformer pads, and roadway paving operations.

CLIENT NAME:

Tripointe Homes (formerly Pardee Homes)

Chris Willis

Chris.willis@tripointehomes.com

Years of Services: 2014-2016

Team Members:

Scott Gray (Geotechnical Engineer)

Tom McCarthy (Engineering Geologist)

Relavance:

- Observation and testing of mainline utility trench backfill.
- Roadway design recommendations.
- Roadway paving compaction testing and reporting.

Team Members



Certified Engineering Geologist

Thomas McCarthy CEG



EDUCATION

BA Geologic Science

YEARS OF EXPERIENCE

35 Years

REGISTRATIONS

Certified Engineering Geologist 2080

With a BA in Geologic Science and more than 35 years' experience in engineering geology, Mr. McCarthy serves as the Vice President of Alta California Geotechnical, Inc. Mr. McCarthy previously worked for Pacific Soils Engineering, Inc., and served as the Project Manager for the Inland Empire and Orange County areas. His project experience includes field observation of large earthwork projects, fault investigations, plan checking, report review, rippability and down hole geologic surveys, and geologic mapping for grading projects.

Mr. McCarthy's responsibilities include coordinating and supervising geotechnical field investigations, preparing and reviewing geotechnical reports, reviewing project plans and specifications, directing and supervising geologists and technicians in data compilation and analysis, and providing technical support for geologists and technical staff.

RELATED EXPERIENCE

Mr. McCarthy has extensive experience providing engineering geology expertise to public infrastructure improvements including roadway paving operations and utility line backfill operations.

Mr. McCarthy has project experience in the area such as:

- The SB-1 Downtown Pavement Resurfacing Project (Z-10059),
- The Lakeside Residential Project Investigation and Seismic Study,
- The Westlake Project (Canyon Hills Development),
- The Grading and Resurfacing Project of Railroad Canyon Road,
- A fault rupture investigation for DaVita Healthcare on Lakeshore,
- The extension of Summerhill Drive(Tuscany Hillys Project),
- The Amberleaf Project (Canyon Hills Development).

Director of Field Operations

Dennis Delacruz



YEARS OF EXPERIENCE
40 Years

With more than 40 years of experience in geotechnical observations and testing, Mr. Delacruz serves as a Director of Field Operations for Alta California Geotechnical, Inc. Mr. Delacruz previously worked for Pacific Soils Engineering, Inc. as a senior technician, primarily in the Inland Empire and Orange County areas. His project experience includes mass grading and onsite construction for residential and commercial developments, pavement construction, and water tank/reservoir projects.

Mr. Delacruz's responsibilities include managing the soils technicians and acting as a liaison to provide scheduling and field support for soil technicians.

RELATED EXPERIENCE

Mr. Delacruz has extensive experience providing field operation expertise to public infrastructure improvements including roadway paving operations and utility line backfill operations.

Mr. Delacruz has project experience in the area such as:

- The SB-1 Downtown Pavement Resurfacing Project (Z-10059),
- The Lakeside Residential Project Investigation and Seismic Study,
- The Westlake Project (Canyon Hills Development),
- The Grading and Resurfacing Project of Railroad Canyon Road,
- A fault rupture investigation for DaVita Healthcare on Lakeshore,
- The extension of Summerhill Drive(Tuscany Hillys Project),
- The Amberleaf Project (Canyon Hills Development).

Staff Engineer

Logan Marquette



YEARS OF EXPERIENCE

BS Civil Engineering

YEARS OF EXPERIENCE

5 Years

With a BS in Civil engineering, Mr. Marquette serves as a Staff Engineer for Alta California Geotechnical, Inc. His project experience includes mass grading for residential developments, pavement design and evaluation, subsurface investigations, water tank/reservoir projects, slope stability analyses, liquefaction studies, and onsite construction for residential and commercial developments.

Mr. Marquette's responsibilities include preparing geotechnical reports, directing and supervising technicians in data compilation and analysis, and providing technical support for technical staff.

RELATED EXPERIENCE

Mr. Marquette has extensive experience providing field operation expertise to public infrastructure improvements including roadway paving operations and utility line backfill operations.

Mr. Marquette has project experience in the area such as:

- The SB-1 Downtown Pavement Resurfacing Project (Z-10059),
- The Lakeside Residential Project Investigation and Seismic Study,

Sub-Consultants



Aragón Geotechnical, Inc.

Personnel:	James Burling, Staff Engineer, Engineering Support Omar Lorrabaquio, Lab Technician Eric Doerschlag, Lab Technician Cesar Lopez, Lab Technician
Qualifications:	Registrations: State of California Registered Professional Engineer, State of California Certified Engineer Geologist, State of California Registered Professional Geologist, State of California Registered Geotechnical Engineer. Certifications and Accreditations: AASHTO Materials Reference Laboratory Inspected, California Department of Transportation (Cal Trans), American Concrete Institute (ACI), Small Business Enterprise Certified (SBE), Minority Owned Business Enterprise (MBE), Disadvantaged Business Enterprise Certified (DBE), American Society for Testing and Materials (ASTM), National Institute for Certification in Engineering Technologies (NICET), International Code Council (ICC).
Proposed Duties:	Laboratory testing support to include concrete, asphalt and slurry materials.

PROPOSED FEE SCHEDULE

A proposed fee schedule based on hourly rates of assigned staff, including technical and administrative positions, is included as Attachment A.

Statements Of Compliance

- 1.1** Attached as Attachment B is the City of Lake Elsinore, Engineering Department's Request for Qualifications, Engineering On-Call Geotechnical Testing Services, issued December 8, 2022. This RFQ has been incorporated in its entirety as a part of Alta's Proposal.
- 1.2** This RFQ and Alta's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Alta and the Mayor or City Manager of Lake Elsinore.
- 1.3** Services provided by Alta, and fees therefore, will be in accordance with the City's RFQ except as otherwise specified in this proposal under Section 9.4 "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- 1.4** ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL
 - 1.4.1** None
- 1.5** Names, qualifications and proposed duties of Alta's staff to be assigned to this project, as well as a listing of recent similar projects including names, titles, addresses and contact information are provided in this Statement of Qualifications. If one or more of Alta's staff should become unavailable, Alta may substitute other staff of at least equal competence only after prior written approval by the City.
- 1.6** Alta acknowledges and understands that Alta will not be allowed to change the sub-consultant without written permission from the City.

- 1.7** All charges for Alta services is a “Not-to-Exceed Fee” which must include conservatively estimated reimbursable expenses, as submitted with and made a part of Alta’s Proposal.
- 1.8** Alta will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- 1.9** Alta will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after completion of work.
- 1.10** Attached as Attachment A is Alta’s hourly rate schedule. This hourly rate schedule is part of this proposal for use in invoicing for progress payments and for extra work incurred that is not part of this proposal.
- 1.11** Alta shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 1.12** All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations the strictest shall be adhered to.
- 1.13** Alta shall allow all authorized federal, state, county and City officials to access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project.
- 1.13** Alta shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled “Federal Labor Standards Provisions,”

Federal Prevailing Wage Decision” and State of California prevailing wage rates, respectively.

- 1.14** Alta shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- 1.15** Alta offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to Alta, without further acknowledgement by the parties.



CITY OF LAKE ELSINORE
ENGINEERING DEPARTMENT

REQUEST FOR
QUALIFICATIONS

**ENGINEERING ON-CALL GEOTECHNICAL TESTING
SERVICES**

Contact Information

City of Lake Elsinore
Engineering Division
130 S. Main Street
Lake Elsinore, CA 92530

Phone: (951) 674-3124

Fax: (951) 471-1261

www.lake-elsinore.org

DUE DATE: 2:00 PM, January 19, 2023

I. INVITATION

You are hereby invited to submit a Proposal to provide As Needed, On-call Geotechnical Testing Services. From time to time the Engineering Division requires support from a Consultant Engineer knowledgeable in Geotechnical Testing to provide professional recommendations and assistance regarding geotechnical testing related engineering issues. These services will be on an intermittent basis and will be for a two (2) year on-call agreement with a one (1) year contract extension at the City's option.

These services will be conducted under a contract with the City of Lake Elsinore, hereinafter referred to as "City". The engineering consultant entity is hereinafter referred to as "Consultant". The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

II. PROJECT DESCRIPTION

The Consultant shall provide all necessary As-Needed, On-call Geotechnical Testing Services to the City. The selected firm(s) may be asked to assist the City with various Geotechnical Testing assignments pertaining to storm drain, grading and roadway paving operations. The City will assign work to the firm(s) as is deemed necessary and appropriate by the City. All work performed by the consultant shall be under the direction of a licensed Civil Engineer registered with the State of California with significant experience in Geotechnical engineering.

No subcontractors shall be utilized without prior authorization by City. Duration of contract shall be three (3) years from Council approval of contract, subject to annual review by the City. The anticipated project schedule is as follow:

Issue Request for Proposal:	December 8, 2022
Proposal due:	January 19, 2023
Consultant Selection:	January 26, 2023
Estimated City Awards Contract:	February 14, 2023

DUE DATE AND TIME

City of Lake Elsinore staff member assigned to work with the Consultant on this project is Carlos Norvani, Capital Improvements project Engineer, (951) 674-3124 Ext. 248. The City reserves the right to modify staff assignments.

Proposals for the RFP, as described herein, will be sent electronically by e-mail to Carlos Norvani, cnorvani@lake-elsinore.org before the Bid due date.

Proposers are encouraged to not wait until deadline to submit proposals, as system-related questions may arise.

A pre-proposal conference has **not** been scheduled for this project.

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum.

The City will not consider proposals received after the specified time and date as held in the City of Lake Elsinore. An amendment is considered a new proposal and will not be accepted after the specified time and date.

Any contract resulting from this RFQ will be financed with funds available to the City from private development projects and/or other local funds.

This On-call RFQ does not commit the City of Lake Elsinore to award a contract or pay any costs associated with the preparation of a proposal. The City reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the City.

Questions concerning the proposal should be directed to Carlos Norvani at the City of Lake Elsinore Engineering Department at 951.674.3124 Ext. 248 or via electronic mail at cnorvani@lake-elsinore.org.

III. SCOPE OF WORK

General Scope of Work and Information

- **Evaluation of excavation:** Vendor will inspect and evaluate the excavation of trenches to ensure that the excavations for the proposed sewer improvements and pavement sections have exposed competent material at the bottoms for the placement of the piping following the placement of the approved bedding material. If excavations result in exposure of saturated, incompetent material at the bottom, proper remediation measures must be recommended. The sides of the excavation must be inspected for any seeping water. The nearby structures must be closely observed to ensure that there are no adverse impacts from deep excavations.
- **Evaluation of earth material to be used as backfill:** Vendor must collect samples of the proposed back fill material and deliver them to the materials laboratory. Appropriate testing will be performed to determine the appropriate placement method for the backfill material and if the backfill material meets project specifications.
- **Evaluation of compaction procedures:** Vendor must evaluate the compaction procedure for the backfill of trench excavations to ensure that the project specifications have been followed (appropriate thickness of lift, proper compaction method, etc.). Similar evaluations must be performed for the subgrade and street pavement sections.
- **Testing of compaction, moisture content, etc.:** Vendor must conduct compaction tests by Sand Cone Test Method (ASTM D1556) and/or Nuclear Method (ASTM D 2922-01) to determine the relative compaction of the backfill material. At least one (1) compaction test will be conducted every 100 lineal feet of trench and at 6-inch to 8-inch average intervals in backfill. Sufficient testing must be performed within the subgrade of the pavement section, as well as in the AB to verify compliance related to the relative compaction requirements contained in the project specifications. The density of the AC (as well as the temperature) will be checked at the time of its placement during the construction of pavement sections.

- **Concrete testing and inspection:** Vendor must inspect the pouring of PCC on forms (types, size, quality, and strength) to ensure construction is according to design. The inspector must observe surfaces where the concrete is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing concrete, the slump, the temperature, and all other properties of concrete per Standard Specifications for Public Works Construction (SSPWC "Greenbook", County of Riverside or Caltrans (State of California Standard Specifications) specifications.

- **Asphalt testing and inspection:** Vendor must inspect the placement of AC for pavement sections to ensure that construction is proceeding according to design. The inspector will observe surfaces where AC is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing, the lay-down operation, field-density, and all other properties of per ASTM standards/specifications. Vendor must obtain representative wet samples for laboratory analysis.

During the progress of the work, Vendor must prepare daily field reports. A copy of these reports will be submitted to the Inspector representing the City on a daily basis. The report will include a written summary of the day's activities, a summary of all field-testing performed, and a listing of any outstanding failing tests which have not been reworked/retested.

Testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination among the Project Superintendent, the City Inspector, and Vendor's engineers/technicians. When a larger number of tests are scheduled at a time, greater efficiency can be achieved, resulting in lower overall fees. However, the testing and inspection duration is dependent on the progress of work by the Contractor. The inspections, observations, and testing must be provided after the pre-grade meeting and the commencement of construction activities, and must continue until all components associated with the project have been achieved in accordance with the project specifications. Vendor must be present at the site when the geotechnical observations, inspections, and testing are required, and must spend an appropriate amount of time in the field commensurate with the testing requirements.

- **Slurry Abrasion Testing:**

Vendor must inspect the placement of slurry for pavement sections to ensure that construction is proceeding according to design. The inspector will observe surfaces where slurry is to be placed, depositing, the lay-down operation, field-density, and all other properties of slurry per standards/specifications. Vendor must obtain representative wet samples for laboratory abrasion analysis.

During the progress of the work, Vendor must prepare daily field reports. A copy of these reports will be submitted to the Inspector representing the City on a daily basis. The report will include a written summary of the day's activities, a summary of all field-testing performed, and a listing of any outstanding failing tests which have not been reworked/retested.

This test method covers a single laboratory procedure that can be used to develop data from which either the relative abrasivity of any slurry (Miller Number) or the response of different materials to the abrasivity of different slurries (SAR Number), can be determined.

Laboratory Testing: The following testing must be conducted in Vendor's materials laboratory to determine the engineering characteristics of the subgrade soils, AB, AC, Slurry and PCC: Modified Proctor Testing to Determine Maximum Dry Density/Optimum Moisture Content:

- Max. Density/Opt. Moisture- ASTM D1557 (Methods A & B)

- Max. Density/Opt. Moisture- ASTM D1557 (Method C)

Soil Classification:

- Grain Size Analysis- ASTM D422
- Atterberg Limits (LL&PL)- ASTM D4318-D84 or CT204 • Sand Equivalent- CT217 or ASTM D2419

Asphalt Testing:

- Test Maximum Density- CT304 (Set of 5 Specimens)
- Slurry Abrasion Number SAR Number- ASTM G75-15 (1-2 Specimens)

Concrete Testing:

- Per Standard Specifications for Public Works Construction (SSPWC "Greenbook"), County of Riverside or Caltrans project specifications (State of California Standard Specifications)

Technical Management:

Vendor must provide geotechnical project coordination, technical support, and management during the project. This must include work scheduling and the review of the project geotechnical reports, plans, and specifications. Additionally, Vendor must attend all pre-grade meetings, construction field meetings, and other coordination meetings to assure the City that all work being performed is in accordance with the approved plans and specifications. Vendor must implement all of the decisions made during the construction meetings. The field compaction procedures must be evaluated and recommendations will be made where appropriate.

Report Preparation: At the completion of services, Vendor must prepare a final report that will summarize all of the work performed on the project. The report must include observations during construction, results of field and laboratory testing, and a conclusion as to the project's compliance with the contract plans and specifications. Three (3) wet-signed copies of the report must be provided.

Associated Fees: Vendor must provide its geotechnical observation and material testing services for the above referenced project in accordance with the estimated fees as presented in the Proposal Cost Breakdown. Vendor must provide services on an on-call basis. Vendor may have to work on weekends and at night as required. Costs for any additional reports required for this project will be negotiated with the City before preparation.

Experience Required: A qualified candidate must have a minimum 5 years experience with Public Works construction projects, including geotechnical experience with sewer pipeline installation, and have completed at minimum, three (3) projects of similar work. Candidates must be familiar with the Standard Specifications for Public Works Construction (SSPWC "Greenbook") and Caltrans specifications.

IV. RESPONSIBILITIES OF THE CITY

- The City will direct the development of individual projects, provide management oversight, coordinate with applicants as needed and conduct administrative arrangements.
- The City will pay an agreed upon amount normally within 30 days after receipt of an invoice(s).
- The City will not be able to provide dedicated workspace facilities i.e. office space.
- The City reserves the right to perform any portion of the scope of work with City personnel and/or by other Consultants.
- The City shall furnish all applicable Policies, Procedures and Reference materials that are unique to the City of Lake Elsinore.

V. NON-ELIGIBLE EXPENSES

Pre-contractual expenses are defined as expenses incurred by consultants in:

1. Preparing the proposal in response to this request;
2. Submitting that proposal to the Engineering Department of the City of Lake Elsinore;
3. Negotiating with the City any matters related to this RFP;
4. Any other expenses incurred by the consultants prior to date of executed Professional Service Agreement.

The City of Lake Elsinore shall not, in any event, be liable for any pre-contractual expenses incurred by the consultants.

VI. PROPOSAL CONTENT AND INFORMATION

Proposal shall include the following information:

1. Pdf file of complete proposal sent via e-mail.
2. A cover letter signed by an agent authorized to bind the company and including a statement that the offer is valid for at least a ninety (90) day period.
3. Understanding of the Project.
4. Description of the firm's approach to the Scope of Work.
5. Description of the qualifications of the firm (two page max.).
6. Resume of the Project Manager in responsible charge who will also be the City's liaison.
7. Most recent client reference list (four clients max.), including description of work performed at other Agencies in a similar capacity (max. one page per client).
8. List of assigned project team members, including project references, and qualifications (max. two pages per team member).
9. Proposed Fee Schedule based on hourly rates of assigned staff, including technical and administrative positions. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including but not limited to office rental, utilities, insurance, equipment, normal

supplies and materials, in-house reproduction services and local travel costs. Normal office costs shall be paid at an “at cost” rate. Mark-ups on office costs shall not be made.

Fee Schedule to be submitted in a separate file and marked as Attachment A.

VII. EVALUATION OF PROPOSALS

Consultants interested in being considered must submit proposals in compliance with this RFP. Based on evaluation of the submitted proposals, a selection committee will review the proposal submitted. A short list of three (3) top ranked/qualified firms will be established. Upon completion of the evaluation, firms will be ranked and negotiations will be initiated with the highest ranked firm. The content of your proposal will become an integral part of the contract documents. If for any reason a contract cannot be negotiated with the selected firm, the next ranked firm will be selected from the Consultant ranking list for negotiations.

The City reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

Selection Criteria

Proposals failing to demonstrate credible firm and key staff experience shall be eliminated from consideration. The basis for selection of prospective consultant shall include experience and availability of the Project Manager and other key personnel to be assigned, understanding of the work to be performed and proposal approach, demonstrated competence in the services to be provided, history of meeting schedule deadlines and completing work within budget, demonstrated competence in successful completion of projects. Any contract to be awarded as a result of the RFP will be awarded without discrimination based on race, color, religion, sex or national origin.

Requirements/DBE Policy

- The City's M/W/DVBE Contract Participation Program affirms the utilization and participation of qualified minority, women and disabled veteran firms in its contracting and procurement activities. The City encourages candidate firms to afford competitive subcontracting opportunities to minority, women and disabled veteran firms, where possible, in their contracting and procurement activities with the City of Lake Elsinore.

VIII. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this RFQ shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFQ and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of

Lake Elsinore.

- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFQ except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- G. A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.
- H. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after completion of work.
- K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

- N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- R. The Consultant is encouraged to include DBE firms in the Proposal when applicable. There is no DBE goal for this project.

The Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its overall DBE goal for the race-neutral program and race conscious program.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race-Neutral Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive

procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal or even if there is a DBE goal, wins a subcontract from a prime Consultant that did not consider its DBE status in making the award.

Race conscious program is focused specifically on assisting only Underutilized Disadvantaged Business Enterprises (UDBE). UDBEs are limited to those DBE's that are owned and controlled by African Americans, Asian Pacific Americans, Native Americans, and women

Good faith efforts are required to meet the UDBE contract goals. In order to show good-faith-effort in obtaining a DBE Consultant or sub-consultant, the following criteria have been established:

1. The Consultant can meet the goal, documenting commitments for participation by UDBE firms sufficient to meet the goal.
2. Even if the Consultant does not meet the goal, the Consultant can document adequate good faith efforts. The Consultant must show that they took all necessary reasonable steps to achieve a UDBE goal.
3. A good-faith-effort by the prime Consultant in trying to secure participation by UDBE's prior to award of this contract shall be documented and the documentation shall be submitted in writing. The following types of actions will be considered a part of the Consultants good faith efforts to obtain UDBE participation.
 - a. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified UDBEs who have the capability to perform the work of the contract. The Consultant must solicit this interest within sufficient time to allow the UDBEs to respond to the solicitation. The Consultant must determine with certainty if the UDBEs are interested by taking appropriate steps to follow-up initial solicitations.
 - b. Selecting portions of the work to be performed by UDBEs in order to increase the likelihood that the UDBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate UDBE participation, even when the prime Consultant might otherwise prefer to perform these work items with their own forces.
 - c. Providing interested UDBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. Negotiating in good faith with interested UDBEs. It is the Consultants responsibility to make a portion of the work available to UDBE sub-consultants, and to select those portions of the work consistent with the available UDBE sub-consultants, so as to facilitate UDBE participation. Evidence of such negotiation includes: names, addresses, telephone numbers of UDBEs that were considered; a description of the information provided regarding the work selected for sub-consultants, and evidence as to why agreements could not be reached for UDBEs to perform the work.

- e. Not rejecting UDBEs as being unqualified without reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Consultant's efforts to meet the project goal.
 - f. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit or insurance as required by the recipient Consultant.
 - g. Making efforts to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 - h. Effectively using the services of available minority or women community organizations, minority or women consulting groups, local, state and federal minority or women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of UDBEs.
- S. Complete Disclosure of Lobbying Activities (Form LLL – see attached)
- T. Complete List of subconsultants.

IX. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

X. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

XI. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

- D. The City will pay the Consultant for work completed as identified in the Payment Schedule.
- E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Sub-categorization of tasks is permitted to better define the task for payment.
- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."
- H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.
- L. Consultant will need to purchase a valid City Business License.

XII. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The 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

- E. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- F. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Lake Elsinore, it is agreed that the City of Lake Elsinore, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Lake Elsinore, its officers and employees and agents, under any third party liability policy."

- G. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better A.M. Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- H. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- I. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Public Works Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Public Works Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

XII. INDEMNIFICATION

- A. The Consultant agrees to indemnify, defend, and save the City of Lake Elsinore, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, their officers, agents or employees.

- B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

XIII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XIV. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Surveying Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XV. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XVI. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.
- C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

The following exhibits are attached, made a part hereof, shall be completed if and as required, and shall be considered as part of the executed agreement between the City of Lake Elsinore and the successful Consultant.

City Attachments: Attachment "A" Sample Agreement for Professional Services
 Attachment "B" Elements of Compensation
 Attachment "C" Sample list of Subconsultants
 Attachment "D" Sample Exemption from Workers Compensation Insurance
 Attachment "E" Disclosure of Lobbying Activities

ATTACHMENT “A”
SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

Click or tap here to enter text.

Click or tap here to enter text.

This Agreement for Professional Services (the "Agreement") is made and entered into as of Click or tap to enter a date., by and between the City of Lake Elsinore, a municipal corporation ("City") and Click or tap here to enter text., a Click or tap here to enter text. ("Consultant").

RECITALS

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

Click or tap here to enter text.

B. Consultant has submitted to City a proposal, dated Click or tap to enter a date., 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.

DRAFT
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. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on Click or tap to

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

3. Compensation.

a. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Click or tap here to enter text. (Click or tap here to enter text.) without additional written authorization from the City. Notwithstanding any provision of Contractor'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.

b. The compensation paid to Contractor may be adjusted on each July 1 following the first anniversary of the commencement of the term of this Agreement, provided that The request for cost of living adjustment shall be presented to the City no later than June 1st of a particular year and, if approved by the City, will become effective on July 1st of that year. Any adjustment will be based on the Los Angeles-Riverside-Orange County Consumer Price Index (CPI) but in no event shall the price adjustment exceed five percent (5%).

4. Method of Payment. Contractor 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. Contractor'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 Contractor provides services. Contractor'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 Contractor 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, works of authorship, 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 at City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's labor-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 based 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. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. 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 Insurance and Employer's Liability Insurance. 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:

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i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsement attached hereto, 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

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If to Consultant: Click or tap here to enter text.
Attn: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

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 shall not discriminate against any subcontractor, employee or applicant for employment because of race, region, 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. Amendment. 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.

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[Signatures on next page]

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

Click or tap here to enter text.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Click or tap here to enter text., a Click or tap here to enter text.

Jason Simpson, City Manager

By: Click or tap here to enter text.

Its: Click or tap here to enter text.

ATTEST:

Candace Alvarez, City Clerk

APPROVED AS _____

City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

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EXHIBIT A

**ATTACHMENT “B”
ELEMENTS OF COMPENSATION**

For the satisfactory performance and completion of the Services under this agreement, the City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (INSERT WRITTEN DOLLAR AMOUNT) (\$ INSERT NUMERICAL DOLLAR AMOUNT) without Written approval of City's City Manager (or applicable position) ("Total Compensation")

1. ELEMENTS OF COMPENSATION

Compensation for the services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee, and; 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS

Direct Labor Costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier, which are defined as follows:

1.1.1 Direct Salary Costs

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the consultant's personnel appears in Section 2 below.)

1.1.2 Multiplier

The multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs: 1.0

1.1.2.2 Payroll Additives _____

The decimal ratio of Payroll Additives to the Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The decimal ratio of allowable Overhead Costs to the Consultant firm's total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2

Total Multiplier _____
(Sum of 1.1.2.1, 1.1.2.2 and 1.1.2.3)

1.2 FIXED FEE

1.2.1 The Fixed Fee (Not to Exceed) is \$_____

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

Item	Reimbursement Rate (insert charges)	
Per Diem	\$	/ day
Car mileage	\$	/ mile
Travel	\$	/ trip
Computer Charges	\$	/ hour
Photocopies	\$	/ copy
Blueline	\$	/ sheet
LD Telephone	\$	/ call
Fax	\$	/ sheet
Photographs	\$	/ sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to the City's office must have the city's prior written approval to be reimbursed under this agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation, or craft agreement, or is otherwise specified in the Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustment to individual compensation. The Consultant shall notify the City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION or CLASSIFICATION

RANGE OF HOURLY RATES

(Sample)

Principal

Project Manager

Sr. Engineer / Planner

Project Engineer / Planner

Assoc. Engineer / Planner

Technician

Drafter / CADD Operator

Word Processor

- 2.3 The above rates are for the consultant only. All rates for subconsultants to the consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING

3.1 Each month the Consultant shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to the City to the attention of the Project Manager.

3.2 Each invoice shall include the following (as applicable):

Project Name

Project Number

Purchase Order Number

3.3 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the City.

3.4 Base Work and Extra Work shall be charged separately. The charges for each task and/or Milestone in the Scope of Services shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.5 A charge for any Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to the City such as invoices telephone logs, etc.

3.6 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm, which reads as follows:

I hereby certify that the hours and salary charged in this invoice are the Actual Hours and Rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

- 4.1 The City shall pay the Consultant within four to six weeks after receipt by the City of an original invoice. Should the City Contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Consultant has executed a Release and Certification of Final Payment.

**ATTACHMENT “C”
SAMPLE LIST OF SUBCONSULTANTS**

LIST OF SUBCONSULTANTS

NAME	LICENSE NO. AND CLASSIFICATION
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:
ADDRESS	
CITY, ZIP	

NAME	LICENSE NO. AND CLASSIFICATION
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:
ADDRESS	
CITY, ZIP	

NAME	LICENSE NO. AND CLASSIFICATION
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:
ADDRESS	
CITY, ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

**ATTACHMENT “D”
EXEMPTION FROM WORKERS COMPENSATION
(IF APPLICABLE)**

**CERTIFICATE OF EXEMPTION FROM
WORKERS' COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2020 at _____ California.

Consultant

(If you are required by law to provide workers' compensation insurance coverage for your employees, **STRIKE-THROUGH** and **NOTE NOT APPLICABLE (N/A)** over the Certificate. See sample below.)

CERTIFICATE OF EXEMPTION FROM WORKERS COMPENSATION INSURANCE	
I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.	
Executed on this _____ day of _____, 2013 at _____ California.	
_____ Consultant	

**ATTACHMENT “E”
DISCLOSURE OF LOBBYING ACTIVITIES**

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (034

**CERTIFICATE OF EXEMPTION FROM
WORKERS' COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of N/A, 2020 at _____ California.

Consultant

(If you are required by law to provide workers' compensation insurance coverage for your employees, **STRIKE-THROUGH** and **NOTE NOT APPLICABLE** (N/A) over the Certificate. See sample below.)

CERTIFICATE OF EXEMPTION FROM WORKERS COMPENSATION INSURANCE	
<p>I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.</p> <p>Executed on this _____ day of <div style="border: 1px solid black; padding: 2px 10px; display: inline-block;">N/A</div>, 2013 at _____ California.</p> <p>_____ Consultant</p>	