

## AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

*David Evans and Associates Inc.*

*Landscape Architectural Services*

This Agreement for Professional Services (the "Agreement") is made and entered into as of January 11, 2022, by and between the City of Lake Elsinore, a municipal corporation ("City") and David Evans and Associates, Inc., a Oregon Corporation ("Consultant").

### RECITALS

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

Landscape Architectural Services for Lakeshore Drive, Lincoln Street Parkways and Medians, Terra Cotta Road Parkways, Railroad Canyon Road Median Improvements, and Via De La Valle Parkway.

B. Consultant has submitted to City a set of proposals, dated August 26, August 30, August 31, December 22 and December 23, 2021 attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

### AGREEMENT

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

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Two Hundred Forty-Nine Thousand Two Hundred Eighty-two dollars (\$249,282.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

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

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered

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

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

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity.

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

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

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

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

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 04/13) 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. 04/13) 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 to the extent arising from the negligent acts, errors or omissions from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

With a copy to: City of Lake Elsinore  
Attn: City Clerk  
130 South Main Street  
Lake Elsinore, CA 92530

If to Consultant: David Evans and Associates Inc.  
Attn: Kim S. Rhodes, PLA 3867  
4141 E. Inland Empire Blvd., Suite 250  
Ontario, CA 91764

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

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

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:  
*Jason Simpson*  
\_\_\_\_\_  
Jason Simpson, City Manager

“CONTRACTOR”

David Evans and Associates, a Oregon Corporation

DocuSigned by:  
*Kim S. Rhodes*  
\_\_\_\_\_  
By: Kim S. Rhodes, PLA 3867  
Its: Vice President

ATTEST:

DocuSigned by:  
*CA*  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Barbara Leibold*  
\_\_\_\_\_  
City Attorney

DocuSigned by:  
*Shannon Buckley*  
\_\_\_\_\_  
Risk Manager

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

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]



DAVID EVANS  
AND ASSOCIATES INC

August 31, 2021

Rick De Santiago  
Public Works Manager  
City of Lake Elsinore  
Corporate Yard  
521 North Langstaff St.  
Lake Elsinore, CA 92530

**SUBJECT: CONCEPTUAL LANDSCAPE ARCHITECTURAL PLANS FOR LAKESHORE  
DRIVE PARKWAYS IN THE CITY OF LAKE ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for conceptual landscape plans for parkway improvements on Lakeshore Drive between Jerrigan St. and Grand Ave. The limits of work are shown on the attached diagram. Two distinctly different conceptual designs will be prepared for representative sections of the roadway.

**Task 1 - Site Visit and Scoping- \$4,500**

To assist in the preparation of this proposal, several sets of street improvement plans were provided to us by the city. The only portion of this project that is covered by those plans is a section of parkway on the north side of Lakeshore Drive between Jerrigan St. and Dryden St. If additional plans exist, they can be provided by the city at the start of work. A site visit with City staff will be conducted to confirm the focus areas for our conceptual plans. Issues such as existing plant material that should be preserved, the status of existing irrigation system and types of improvements desired (mulch vs. gravel or DG, density and type of shrub plantings, tree selection, etc.) will be covered in this meeting.

**Task 2 - Conceptual Parkway Plans - \$11,750**

The conceptual plans will be prepared utilizing street improvement and/or landscape plans provided by the City and/or publicly accessible aerial images. DEA will prepare two 'distinctly different' conceptual plans for two or three representative zones within the project area. Each zone will be a maximum of 400' in length. We will make suggestions for planting improvements that provide color and interest, but will work well with existing plantings that may remain.

The concepts will also consider use of inert materials such as crushed rock, decomposed granite and mulch. Images of proposed plant and inert materials will also be provided in

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City of Lake Elsinore  
Conceptual Landscape Plans for Lakeshore Dr.  
Page 2

addition to a construction cost estimate for each option (just for the sample section, not for the entire project area).

*Deliverables - 20 scale conceptual plan (color), image board, cost estimate*

**Task 3 – Reimbursable Items – \$350 (for budgetary purposes)**

Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

**Exclusions**

1. Survey or mapping
2. Electrical Engineering / Lighting plans
3. Monument / signage design
4. Final Plans, Specs and Estimates (proposal for said services to follow at a later date).

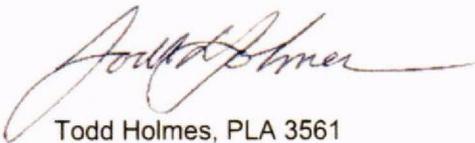
Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an "Extra Services" basis and negotiated accordingly.

Our DEA team is available to begin work immediately following issuance of a notice to proceed. If you have any questions or need clarification on any item, please feel free to call. We thank you once again for your consideration of our qualifications and look forward to discussing this proposal with you.

Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to insure we provide the level of service that is consistent with your needs.

Sincerely,

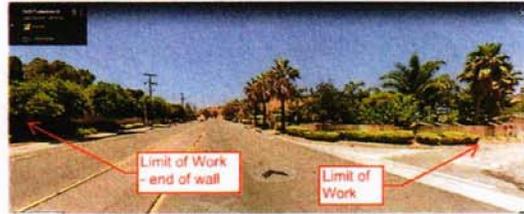
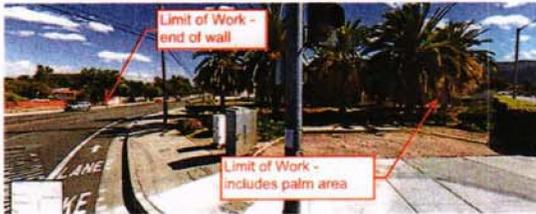
David Evans and Associates, Inc.



Todd Holmes, PLA 3561  
Associate



Kim S. Rhodes, PLA 3867  
Vice President



## CITY OF LAKE ELSINORE

LAKESHORE DRIVE PARKWAY LANDSCAPE RENOVATION - LIMITS OF WORK

AUGUST 16, 2021



DAVID EVANS  
AND ASSOCIATES, INC.  
4141 E. Inland Empire Blvd., Suite 200  
Ontario, California 91774  
Phone: 909-481-1750



DAVID EVANS  
AND ASSOCIATES INC.

August 31, 2021

Rick De Santiago  
Public Works Manager  
City of Lake Elsinore  
Corporate Yard  
521 North Langstaff St.  
Lake Elsinore, CA 92530

**SUBJECT: CONCEPTUAL LANDSCAPE ARCHITECTURAL PLANS FOR LINCOLN STREET PARKWAYS AND MEDIANS IN THE CITY OF LAKE ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for conceptual landscape plans for parkway and median improvements on Lincoln St. between Grand Ave. and the end of the road at Rice Canyon. The limits of work are shown on the attached diagram. Two distinctly different conceptual designs will be prepared for representative sections of the roadway.

**Task 1 - Site Visit and Scoping- \$5,600**

To assist in the preparation of this proposal, several sets of street improvement plans were provided to us by the city. Portions of this project are covered by those plans. If additional plans exist, they can be provided by the city at the start of work. A site visit with City staff will be conducted to confirm the focus areas for our conceptual plans. Issues such as existing plant material that should be preserved, the status of existing irrigation system and types of improvements desired (mulch vs. gravel or DG, density and type of shrub plantings, tree selection, etc.) will be covered in this meeting.

**Task 2 - Conceptual Parkway Plans - \$15,400**

The conceptual plans will be prepared utilizing street improvement and/or landscape plans provided by the City and/or publicly accessible aerial images. DEA will prepare two 'distinctly different' conceptual plans for two or three representative zones within the project area. Each zone will be a maximum of 400' in length. We will make suggestions for planting improvements that provide color and interest, but will work well with existing plantings that may remain.

The concepts will also consider use of inert materials such as crushed rock, decomposed granite and mulch. Images of proposed plant and inert materials will also be provided in

August 31, 2021  
City of Lake Elsinore  
Conceptual Landscape Plans for Lincoln St.  
Page 2

addition to a construction cost estimate for each option (just for the sample section, not for the entire project area).

*Deliverables - 20 scale conceptual plan (color), image board, cost estimate*

**Task 3 – Reimbursable Items – \$350 (for budgetary purposes)**

Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

**Exclusions**

1. Survey or mapping
2. Electrical Engineering / Lighting plans
3. Monument / signage design
4. Final Plans, Specs and Estimates (proposal for said services to follow at a later date).

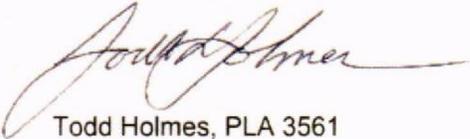
Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an "Extra Services" basis and negotiated accordingly.

Our DEA team is available to begin work immediately following issuance of a notice to proceed. If you have any questions or need clarification on any item, please feel free to call. We thank you once again for your consideration of our qualifications and look forward to discussing this proposal with you.

Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to insure we provide the level of service that is consistent with your needs.

Sincerely,

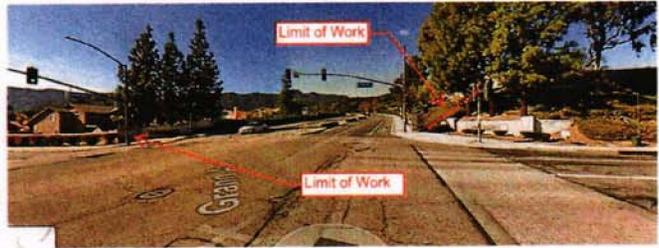
David Evans and Associates, Inc.



Todd Holmes, PLA 3561  
Associate



Kim S. Rhodes, PLA 3867  
Vice President



## CITY OF LAKE ELSINORE

LINCOLN STREET PARKWAY AND MEDIAN LANDSCAPE RENOVATION - LIMITS OF WORK

AUGUST 2021





DAVID EVANS  
AND ASSOCIATES INC.

August 31, 2021

Rick De Santiago  
Public Works Manager  
City of Lake Elsinore  
Corporate Yard  
521 North Langstaff St.  
Lake Elsinore, CA 92530

**SUBJECT: CONCEPTUAL LANDSCAPE ARCHITECTURAL PLANS FOR TERRA COTTA ROAD PARKWAYS IN THE CITY OF LAKE ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for conceptual landscape plans for parkway improvements on Terra Cotta Road between Lakeshore Drive and the end of the road. The limits of work are shown on the attached diagram. Since this project area is fairly short, a conceptual plan for the entire area will be prepared. Two distinctly different conceptual designs will be prepared.

**Task 1 - Site Visit and Scoping- \$4,100**

To assist in the preparation of this proposal, several sets of street improvement plans were provided to us by the city. No part of this project is covered by those plans. If additional plans exist, they can be provided by the city at the start of work. A site visit with City staff will be conducted to confirm the focus areas for our conceptual plans. Issues such as existing plant material that should be preserved, the status of existing irrigation system and types of improvements desired (mulch vs. gravel or DG, density and type of shrub plantings, tree selection, etc.) will be covered in this meeting.

**Task 2 - Conceptual Parkway Plans - \$8,700**

The conceptual plans will be prepared utilizing street improvement and/or landscape plans provided by the City and/or publicly accessible aerial images. DEA will prepare two 'distinctly different' conceptual plans for the project area. We will make suggestions for planting improvements that provide color and interest, but will work well with existing plantings that may remain.

The concepts will also consider use of inert materials such as crushed rock, decomposed granite and mulch. Images of proposed plant and inert materials will also be provided in

August 31, 2021  
City of Lake Elsinore  
Conceptual Landscape Plans for Terra Cotta Road  
Page 2

addition to a construction cost estimate for each option (just for the sample section, not for the entire project area).

*Deliverables - 20 scale conceptual plan (color), image board, cost estimate*

**Task 3 – Reimbursable Items – \$250 (for budgetary purposes)**

Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

**Exclusions**

1. Survey or mapping
2. Electrical Engineering / Lighting plans
3. Monument / signage design
4. Final Plans, Specs and Estimates (proposal for said services to follow at a later date).

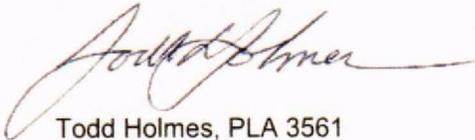
Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an "Extra Services" basis and negotiated accordingly.

Our DEA team is available to begin work immediately following issuance of a notice to proceed. If you have any questions or need clarification on any item, please feel free to call. We thank you once again for your consideration of our qualifications and look forward to discussing this proposal with you.

Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to insure we provide the level of service that is consistent with your needs.

Sincerely,

David Evans and Associates, Inc.



Todd Holmes, PLA 3561  
Associate



Kim S. Rhodes, PLA 3867  
Vice President



**CITY OF LAKE ELSINORE**

TERRA COTTA RD. LANDSCAPE RENOVATION - LIMITS OF WORK

AUGUST 2021



**DAVID EVANS  
AND ASSOCIATES, INC.**  
4141 E. Orchard Street, Suite 200  
Orange, California 92668  
Phone: 949.481.3750



DAVID EVANS  
AND ASSOCIATES INC.

August 26, 2021

Rick De Santiago  
Public Works Manager  
City of Lake Elsinore  
Corporate Yard  
521 North Langstaff St.  
Lake Elsinore, CA 92530

**SUBJECT: LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS FOR  
RAILROAD CANYON ROAD MEDIAN IMPROVEMENTS IN THE CITY OF LAKE  
ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for landscape architectural services for median improvements on Railroad Canyon Road between Grape Street and Canyon Hills Road - an approximate distance of 2.25 miles.

In 2019, DEA prepared conceptual plans for the Railroad Canyon Road median improvements and those plans will be used as a basis for the design of this project. Those conceptual plans provided a typical section of median rather than a conceptual plan for the entire length of the project.

Based upon input provided by your team indicating that Alternative 3 was the desired concept, DEA proposes the following scope of services and fees.

**Task 1 - Base Sheet Preparation - \$7,400**

Utilizing the as-built street improvement CADD files, base sheets will be developed at 20 scale that will be used for the preparation of project plans.

*Deliverables - 20 scale base sheets in AutoCAD 2019 DWG format.*

**Task 2 - Field Investigation - \$7,900**

A two-day field investigation site visit by two DEA team members along with City staff will be conducted to field verify locations of various structures such as visible utilities and existing plant material. Constructability issues will also be evaluated during the site visit.

*Deliverables - Updated 20 scale base sheets, two days of site visits and two virtual meetings with City staff.*

August 26, 2019  
City of Lake Elsinore  
Railroad Canyon Road Median Improvements  
Page 2

### **Task 3 - Updated Conceptual Design / Preliminary Estimate- \$17,900**

An updated conceptual plan and preliminary cost estimate will be prepared for the median improvements based on the 2019 conceptual designs. Since the prior conceptual plan is generic in nature, a conceptual plan for the project will be needed to layout elements such as maintenance pullouts, limits of hardscape where the median narrows at turn pockets and any existing plant material that might possibly remain in the median. A 600' section of landscaped median will be conceptually designed at 20 scale and a supplemental exhibit will highlight the proposed hardscape improvements including maintenance vehicle pull outs.

*Deliverables - Hardscape conceptual exhibit, 600' 20 scale landscape concept plan, preliminary cost estimate, preliminary details, two virtual meetings with City staff*

### **Task 4 - Construction Documents - \$74,900**

Plans, specifications, and estimates will be prepared for the proposed work.

- Demolition Plans - \$5,500 - These plans will indicate the limits of removal of inert materials, plant material, irrigation equipment, and electrical appurtenances and to identify items to be protected in place.
- Construction Plans - \$9,300 - These plans will indicate proposed hardscape and inert materials and will include maintenance pullouts (using City standard details for curb cuts and paving sections, hardscape in median at turn lanes and mow curbs.
- Irrigation Plans - \$30,900 - The plans will indicate the point(s) of connection, backflow prevention method, pressure regulation (as necessary), and equipment size and type in the irrigation legend. The design plans will comply with AB1881 This task also includes water agency coordination as needed.
- Planting Plans - \$17,500 - Plans will include a plant legend, information regarding inert materials, decorative rock, boulders, and hardscape improvements. The plant legend will indicate the botanical and common names, quantity, size, and remarks.
- Details and Technical Specifications - \$7,900
- Estimate of probable construction costs, Bid schedule and pay item descriptions - \$3,800
- One site visit and five virtual meetings with City staff - Cost included in tasks above

*Deliverables - 20 scale plans submitted at 65%, 95% and 100%.*

#### **Assumptions**

1. Existing water and electrical services will be used in their current locations and no new water or electrical services will be added to the project site as a part of this work.

#### **Exclusions**

1. Technical specifications beyond what is noted in this proposal.
2. Preparation of City boilerplate specifications.
3. NPDES/LID compliance measures

August 26, 2019  
City of Lake Elsinore  
Railroad Canyon Road Median Improvements  
Page 3

4. SWPPP/SWPPP Permitting/Erosion control plans
5. Geotechnical services
6. Construction support
7. Electrical Engineering / Lighting plans
8. As-built drawings

**Task 5 – Reimbursable Items – \$650 (for budgetary purposes)**

Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an "Extra Services" basis and negotiated accordingly.

Our DEA team is available to begin work immediately following issuance of a notice to proceed. If you have any questions or need clarification on any item, please feel free to call. We thank you once again for your consideration of our qualifications and look forward to discussing this proposal with you.

Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to insure we provide the level of service that is consistent with your needs.

Sincerely,

David Evans and Associates, Inc.



Todd Holmes, PLA 3561  
Associate



Kim S. Rhodes, PLA 3867  
Vice President



DAVID EVANS  
AND ASSOCIATES INC.

December 22, 2021

Rick De Santiago  
Public Works Manager  
City of Lake Elsinore  
Corporate Yard  
521 North Langstaff St.  
Lake Elsinore, CA 92530

**SUBJECT: LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS FOR VIA DE LA VALLE PARKWAY IMPROVEMENTS IN THE CITY OF LAKE ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for landscape architectural services for parkway improvements on Via De La Valle. The limits of work are shown on the attached exhibit. All landscaping will be between the equestrian trail and the curb on the west side of the street and between the sidewalk and curb on the east side of the street. The only exception will be the monument area.

DEA has prepared conceptual plans for the Via De La Valle parkway improvements and the planting layout on those plans will be used as a basis for the design of this project. The base sheets will be prepared using the aerial plans downloaded from the internet, as was done for the conceptual plans.

DEA proposes the following scope of services and fees:

**Task 1 - Base / Title Sheet Preparation - \$1,330**

Base sheets, using the City's template, will be developed at 20 scale that will be used for the preparation of project plans. A title sheet will be prepared using the City's standard format.

*Deliverables - 20 scale base sheets in AutoCAD 2019 DWG format.*

**Task 2 - Field Investigation - \$2,804**

A field investigation site visit by two DEA team members along with City staff will be conducted to field verify locations of various structures such as visible utilities and existing irrigation components. Constructability issues will also be evaluated during the site visit. Soil samples will be taken for testing during the site visit as required under MWEL0.

*Deliverables - Updated 20 scale base sheets.*

December 22, 2021  
City of Lake Elsinore  
Via De La Valle Parkway Improvements  
Page 2

**Task 3 - Construction Documents - \$17,902**

Plans, sheet specifications, and estimates will be prepared for the proposed work. Three virtual meetings are included in this task.

- Demolition Plans - \$1,970 - These plans will indicate the limits of removal of inert materials, plant material and irrigation equipment and will identify items to be protected in place.
- Construction/Planting Plans - \$3,250 - Plans will include a plant legend, information regarding inert materials, decorative rock, boulders, and hardscape improvements. The plant legend will indicate the botanical and common names, quantity, size, and remarks.
- Irrigation Plans - \$7,914 - The plans will indicate the layout of the entire system, the point of connection, backflow prevention method, pressure regulation (as necessary), and equipment size and type in the irrigation legend. The design plans will be fully compliant with AB1881.
- Details and Sheet Specifications - \$2,792
- Estimate of probable construction costs - \$1,976

*Deliverables - 20 scale plans submitted at 95% and 100%, estimate of probable cost.*

**TOTAL FEE - \$22,036**

**Assumptions**

1. Existing water and electrical services will be used in their current locations and no new water or electrical services will be added to the project site as a part of this work.
2. Sleeves exist and can be re-used for this project at street crossings.
3. Since the base for our drawings will be an aerial image obtained online, there may be minor field adjustments needed based on actual conditions.

**Exclusions**

1. Technical specifications beyond what is noted in this proposal
2. Modifications to fencing or other features beyond outer edge of sidewalk or DG trail.
3. Preparation of City boilerplate specifications
4. SWPPP/SWPPP Permitting/Erosion control plans
5. Bidding/construction support
6. As-built drawings

**Reimbursable Items – \$650 (for budgetary purposes)**

Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an "Extra Services" basis and negotiated accordingly.

Our DEA team is available to begin work immediately following issuance of a notice to proceed. If you have any questions or need clarification on any item, please feel free to call. We thank you

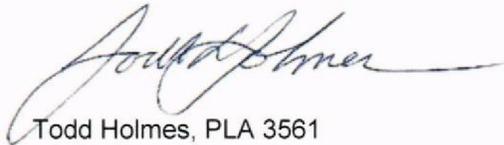
December 22, 2021  
City of Lake Elsinore  
Via De La Valle Parkway Improvements  
Page 3

once again for your consideration of our qualifications and look forward to discussing this proposal with you.

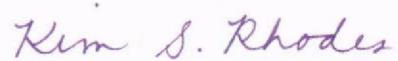
Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to insure we provide the level of service that is consistent with your needs.

Sincerely,

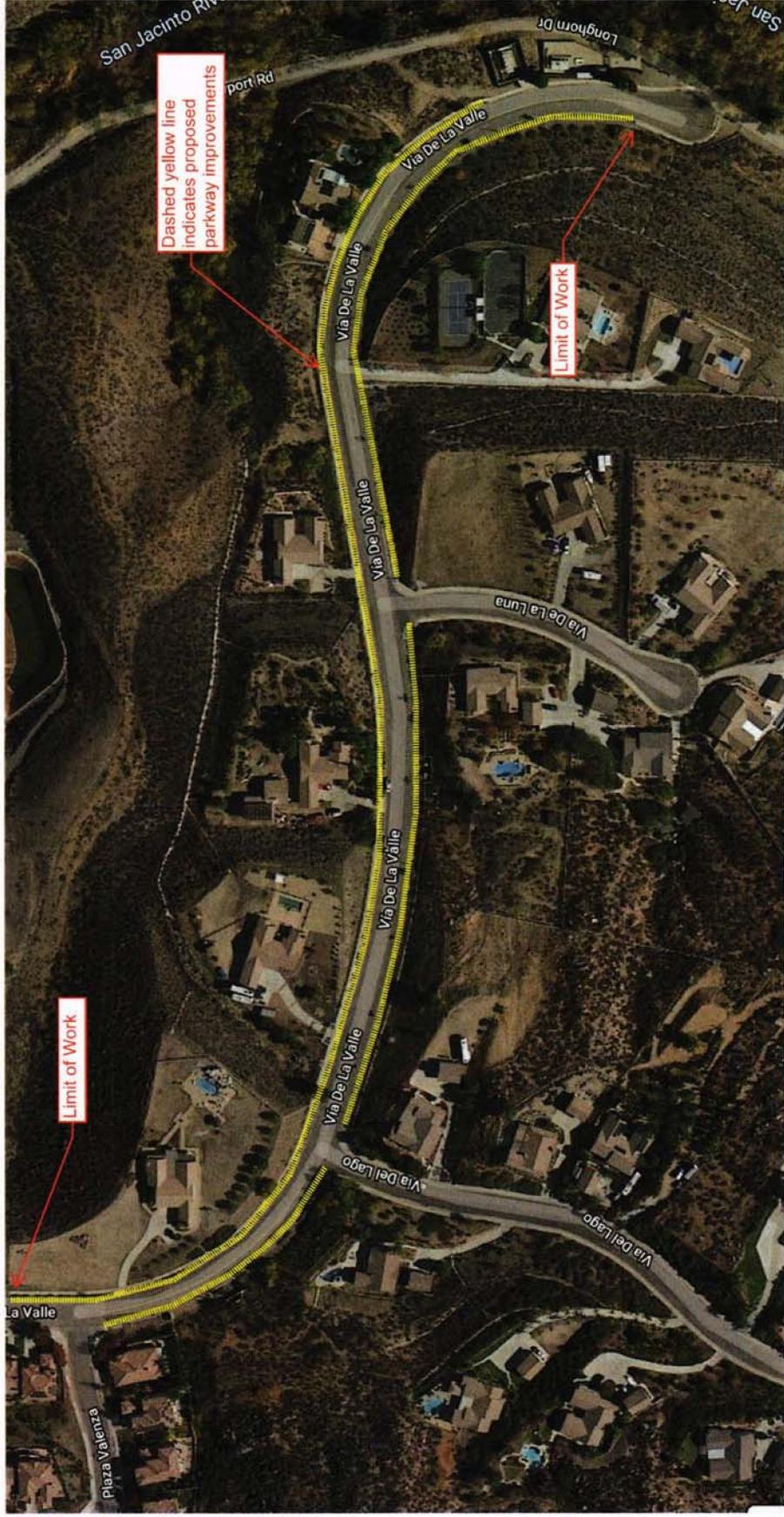
David Evans and Associates, Inc.



Todd Holmes, PLA 3561  
Associate



Kim S. Rhodes, PLA 3867  
Vice President



# CITY OF LAKE ELSINORE

VIA DE LA VALLE LANDSCAPE RENOVATION - LIMITS OF WORK



**DAVID EVANS  
AND ASSOCIATES INC.**  
4141 E. Main Street, Suite 250  
Orange, California 92668  
Phone: 909-481-5750

AUGUST 2021



DAVID EVANS  
AND ASSOCIATES INC.

December 23, 2021

Rick De Santiago  
Public Works Manager  
City of Lake Elsinore  
Corporate Yard  
521 North Langstaff St.  
Lake Elsinore, CA 92530

**SUBJECT: LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS FOR LINCOLN STREET PARKWAY AND MEDIAN LANDSCAPE IMPROVEMENTS IN THE CITY OF LAKE ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for landscape architectural services for parkway and median landscape improvements on Lincoln Street. The limits of work are shown on the attached exhibit. All landscaping and irrigation will be within the dedicated right-of-way.

This proposal is based on the assumption that DEA will prepare conceptual plans for the Lincoln Street parkway improvements per our prior proposal for that work. The planting layout on those plans will be used as a basis for the design of this project. The base sheets will be prepared using the aerial plans downloaded from the internet, as will be done for the conceptual plans. This proposal is priced as a stand-alone project, per City request, if multiple streetscape projects are designed concurrently, we can revisit our proposed fees.

DEA proposes the following scope of services and fees:

**Task 1 - Base / Title Sheet Preparation - \$2,805**

Base sheets, using the City's template, will be developed at 20 scale that will be used for the preparation of project plans. A title sheet will be prepared using the City's standard format.

*Deliverables - 20 scale base sheets in AutoCAD 2019 DWG format.*

**Task 2 - Field Investigation - \$3,089**

A field investigation site visit by two DEA team members along with City staff will be conducted to field verify locations of various structures such as visible utilities and existing irrigation components. Constructability issues will also be evaluated during the site visit. Soil samples will be taken for testing during the site visit as required under MWELO.

*Deliverables - Updated 20 scale base sheets.*

December 23, 2021  
City of Lake Elsinore  
Lincoln Street Parkway Improvements  
Page 2

### **Task 3 - Construction Documents - \$43,897**

Plans, sheet specifications, and estimates will be prepared for the proposed work. Three virtual meetings are included in this task.

- Demolition Plans - \$6,490 - These plans will indicate the limits of removal of inert materials, plant material and irrigation equipment and will identify items to be protected in place.
- Construction/Planting Plans - \$7,420 - Plans will include a plant legend, information regarding inert materials, decorative rock, boulders, and hardscape improvements. The plant legend will indicate the botanical and common names, quantity, size, and remarks.
- Irrigation Plans - \$21,140 - The plans will indicate the layout of the entire system, the point of connection, backflow prevention method, pressure regulation (as necessary), and equipment size and type in the irrigation legend. The design plans will be fully compliant with AB1881.
- Details and Sheet Specifications - \$4,019
- Estimate of probable construction costs - \$4,828

*Deliverables - 20 scale plans submitted at 95% and 100%, estimate of probable cost.*

### **TOTAL FEE - \$49,791**

#### **Assumptions**

1. Existing water and electrical services will be used in their current locations and no new water or electrical services will be added to the project site as a part of this work.
2. Sleeves exist and can be re-used for this project at street crossings.
3. Since the base for our drawings will be an aerial image obtained online, there may be minor field adjustments needed based on actual conditions.

#### **Exclusions**

1. Technical specifications beyond what is noted in this proposal
2. Phasing of project / additive-alternate designs
3. Modifications to fencing or other features beyond outer edge of sidewalk or DG trail.
4. Preparation of City boilerplate specifications
5. SWPPP / SWPPP Permitting/Erosion control plans
6. Bidding/construction support
7. As-built drawings

#### **Reimbursable Items – \$650 (for budgetary purposes)**

Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an "Extra Services" basis and negotiated accordingly.

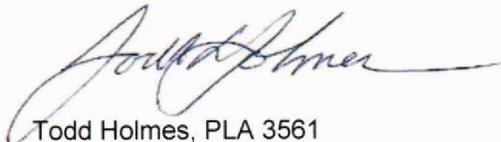
December 23, 2021  
City of Lake Elsinore  
Lincoln Street Parkway Improvements  
Page 3

Our DEA team is available to begin work immediately following issuance of a notice to proceed. If you have any questions or need clarification on any item, please feel free to call. We thank you once again for your consideration of our qualifications and look forward to discussing this proposal with you.

Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to insure we provide the level of service that is consistent with your needs.

Sincerely,

David Evans and Associates, Inc.



Todd Holmes, PLA 3561  
Associate



Kim S. Rhodes, PLA 3867  
Vice President



1,300 l.f.

# CITY OF LAKE ELSINORE

TERRA COTTA RD. LANDSCAPE RENOVATION - LIMITS OF WORK



**DAVID EVANS  
AND ASSOCIATES, INC.**  
4141 E. Inland Empire Blvd., Suite 250  
Ontario California 91764  
Phone: 909.481.5750

AUGUST 2021



DAVID EVANS  
AND ASSOCIATES INC.

December 23, 2021

Rick De Santiago  
Public Works Manager  
City of Lake Elsinore  
Corporate Yard  
521 North Langstaff St.  
Lake Elsinore, CA 92530

**SUBJECT: LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS FOR TERRA  
COTTA ROAD PARKWAY LANDSCAPE IMPROVEMENTS IN THE CITY OF  
LAKE ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for landscape architectural services for parkway landscape improvements on Terra Cotta Road. The limits of work are shown on the attached exhibit. All landscaping and irrigation will be within the dedicated right-of-way.

This proposal is based on the assumption that DEA will prepare conceptual plans for the Terra Cotta Road parkway improvements per our prior proposal for that work. The planting layout on those plans will be used as a basis for the design of this project. The base sheets will be prepared using the aerial plans downloaded from the internet, as will be done for the conceptual plans. This proposal is priced as a stand-alone project, per City request, if multiple streetscape projects are designed concurrently, we can revisit our proposed fees.

DEA proposes the following scope of services and fees:

**Task 1 - Base / Title Sheet Preparation - \$1,040**

Base sheets, using the City's template, will be developed at 20 scale that will be used for the preparation of project plans. A title sheet will be prepared using the City's standard format.

*Deliverables - 20 scale base sheets in AutoCAD 2019 DWG format.*

**Task 2 - Field Investigation - \$1,632**

A field investigation site visit by two DEA team members along with City staff will be conducted to field verify locations of various structures such as visible utilities and existing irrigation components. Constructability issues will also be evaluated during the site visit. Soil samples will be taken for testing during the site visit as required under MWEL0.

*Deliverables - Updated 20 scale base sheets.*

December 23, 2021  
City of Lake Elsinore  
Terra Cotta Road Parkway Improvements  
Page 2

### **Task 3 - Construction Documents - \$13,083**

Plans, sheet specifications, and estimates will be prepared for the proposed work. Three virtual meetings are included in this task.

- Demolition Plans - \$1,040 - These plans will indicate the limits of removal of inert materials, plant material and irrigation equipment and will identify items to be protected in place.
- Construction/Planting Plans - \$2,550 - Plans will include a plant legend, information regarding inert materials, decorative rock, boulders, and hardscape improvements. The plant legend will indicate the botanical and common names, quantity, size, and remarks.
- Irrigation Plans - \$6,380 - The plans will indicate the layout of the entire system, the point of connection, backflow prevention method, pressure regulation (as necessary), and equipment size and type in the irrigation legend. The design plans will be fully compliant with AB1881.
- Details and Sheet Specifications - \$1,922
- Estimate of probable construction costs - \$1,191

*Deliverables - 20 scale plans submitted at 95% and 100%, estimate of probable cost.*

### **TOTAL FEE - \$15,755**

#### **Assumptions**

1. Existing water and electrical services will be used in their current locations and no new water or electrical services will be added to the project site as a part of this work.
2. Sleeves exist and can be re-used for this project at street crossings.
3. Since the base for our drawings will be an aerial image obtained online, there may be minor field adjustments needed based on actual conditions.

#### **Exclusions**

1. Technical specifications beyond what is noted in this proposal
2. Phasing of project / additive-alternate designs
3. Modifications to fencing or other features beyond outer edge of sidewalk or DG trail.
4. Preparation of City boilerplate specifications
5. SWPPP / SWPPP Permitting/Erosion control plans
6. Bidding/construction support
7. As-built drawings

#### **Reimbursable Items – \$650 (for budgetary purposes)**

Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an "Extra Services" basis and negotiated accordingly.

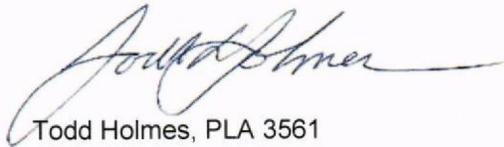
December 23, 2021  
City of Lake Elsinore  
Terra Cotta Road Parkway Improvements  
Page 3

Our DEA team is available to begin work immediately following issuance of a notice to proceed. If you have any questions or need clarification on any item, please feel free to call. We thank you once again for your consideration of our qualifications and look forward to discussing this proposal with you.

Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to insure we provide the level of service that is consistent with your needs.

Sincerely,

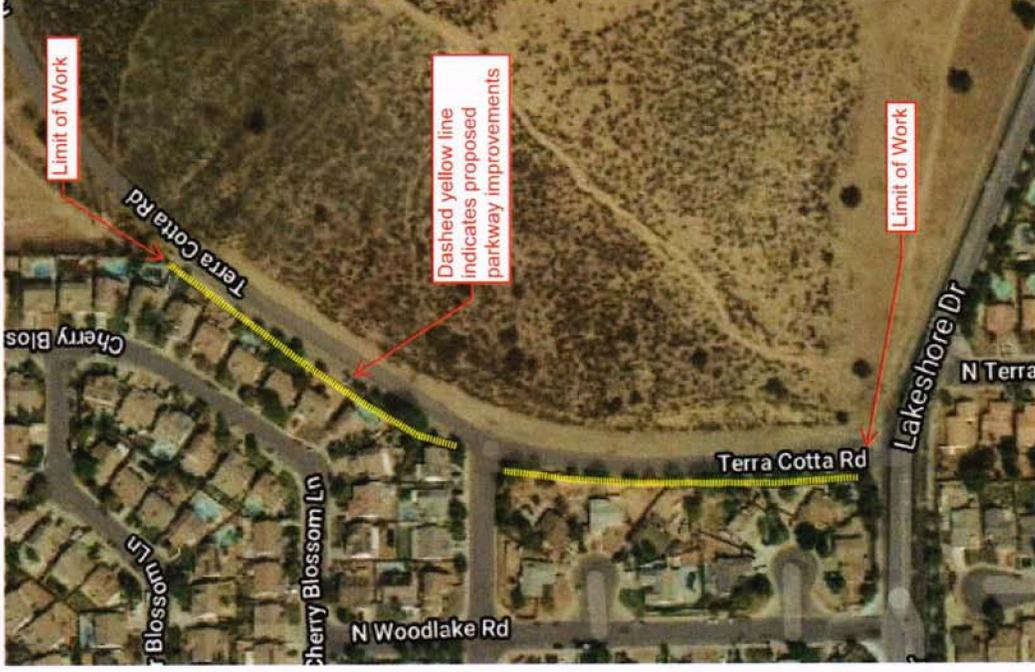
David Evans and Associates, Inc.



Todd Holmes, PLA 3561  
Associate



Kim S. Rhodes, PLA 3867  
Vice President



1,300 l.f.

Dashed yellow line indicates proposed parkway improvements

# CITY OF LAKE ELSINORE

TERRA COTTA RD. LANDSCAPE RENOVATION - LIMITS OF WORK

AUGUST 2021



**DAVID EVANS  
AND ASSOCIATES INC.**  
4141 E. Inland Empire Blvd., Suite 250  
Ontario California 91764  
Phone: 909-481-5750



# CERTIFICATE OF LIABILITY INSURANCE

12/1/2022

DATE (MM/DD/YYYY)  
11/30/2021

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: right;">16535</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td style="text-align: right;">20443</td> </tr> <tr> <td>INSURER C : American Guarantee and Liab. Ins. Co.</td> <td style="text-align: right;">26247</td> </tr> <tr> <td>INSURER D : American Zurich Insurance Company</td> <td style="text-align: right;">40142</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Continental Casualty Company	20443	INSURER C : American Guarantee and Liab. Ins. Co.	26247	INSURER D : American Zurich Insurance Company	40142	INSURER E :		INSURER F :	
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<b>INSURED</b> 1456304 DAVID EVANS AND ASSOCIATES, INC. 2100 S RIVER PARKWAY, SUITE 100 PORTLAND OR 97201															

**COVERAGES** DEAIN01 - MAIN CERTIFICATE NUMBER: 16294615 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9830389	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP9830390	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y		WC9336626	12/1/2021	12/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH591924704	12/1/2021	12/1/2022	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: MAIN STREET WALL AESTHTICS. THE CITY, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b> 16294615 CITY OF LAKE ELSINORE ATTN: REMON HABIB 130 S. MAIN STREET LAKE ELSINORE CA 92530	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Miscellaneous Attachment: M503337 Certificate ID: 16294615

## Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

### POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	<b>Any Location where you have agreed, through a written contract, agreement or permit, to provide</b>
as an additional insured in a written contract or	<b>Additional insured coverage except where such</b>
written agreement.	<b>Contract or agreement is prohibited by law.</b>

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Miscellaneous Attachment: M503356 Certificate ID: 16294615

## **Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Miscellaneous Attachment: M503490 Certificate ID: 16294615

POLICY NUMBER: GLO 9830389

## Other Insurance Amendment - Primary And Non-Contributory



This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

**U-GL-1327-A CW**

Miscellaneous Attachment: M460257 Certificate ID: 16294615

POLICY NUMBER: GLO 9830389

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV — Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Attachment Code: D465278 Certificate ID: 16294615  
POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO  
CA 04 44 10 13

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DAVID EVANS AND ASSOCIATES, INC.

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR  
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT  
WITH THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Miscellaneous Attachment: M460261 Certificate ID: 16294615

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**  
**WC 00 03 13 (Ed. 04-84)**

**POLICY NUMBER:** WC9336626

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

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Miscellaneous Attachment: M503359 Certificate ID: 16294615

POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO  
CA 20 48 10 13

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

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b>  <b>ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER WRITTEN CONTRACT OR WRITTEN AGREEMENT.</b></p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

# BUSINESS LICENSE

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

**Business Name:** DAVID EVANS AND ASSOCIATES, INC.

**Business Location:** 2100 SOUTHWEST RIVER PKWY  
PORTLAND, OR 97201

**Owner Name(s):** AL BARKOULI  
MARCUS MCGARITY

DAVID EVANS AND ASSOCIATES, INC.  
2100 SW RIVER PKWY # 100  
PORTLAND, OR 97201-8073

# CITY OF LAKE ELSINORE

*Administrative Services - Licensing*

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

**BUSINESS LICENSE NO. 015735**

**Business Type:** PROFESSIONAL/GENERAL-MISC

**Description:** ENGINEERING AND LAND SURVEYING  
CONSULTING SERVICES

**Issue Date:** 6/1/2021

**Expiration Date:** 5/31/2022

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

**THIS IS YOUR LICENSE • NOT TRANSFERABLE**

**Certificate Of Completion**

Envelope Id: 92E2AD1219DF41D0ABF7BB0F552D05B2	Status: Completed
Subject: Please DocuSign: David Evans & Associates - Professional Services Agreement (Revised).pdf	
Source Envelope:	
Document Pages: 45	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carla Khalil
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	130 S. Main Street
	Lake Elsinore, CA 92530
	ckhalil@lake-elsinore.org
	IP Address: 76.79.110.130

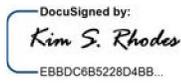
**Record Tracking**

Status: Original	Holder: Carla Khalil	Location: DocuSign
2/1/2022 8:37:03 AM	ckhalil@lake-elsinore.org	

**Signer Events**

Kim S. Rhodes  
 Kim.Rhodes@deainc.com  
 Vice President  
 Security Level: Email, Account Authentication (None)

**Signature**

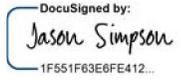
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**Timestamp**

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**Electronic Record and Signature Disclosure:**  
 Accepted: 2/1/2022 11:00:44 AM  
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Jason Simpson  
 jsimpson@lake-elsinore.org  
 City Manager  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 172.58.29.242  
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Candice Alvarez  
 calvarez@lake-elsinore.org  
 City Clerk  
 City of Lake Elsinore  
 Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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