

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

Sommer Engineering

Professional Engineering Services – Main Street Interchange Improvement Project

This Agreement for Professional Services (the "Agreement") is made and entered into as of August 25, 2020, by and between the City of Lake Elsinore, a municipal corporation ("City") and Sommer Engineering, a Corporation ("Consultant").

RECITALS

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

Professional Engineering Services – Main Street Interchange Improvement Project

B. Consultant has submitted to City a proposal, dated July 28, 2020, 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 Three Hundred Seventy Seven Thousand Two Hundred Thirty/Thirteen dollars (\$377,230.13) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

15. Indemnity.

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

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

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

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

16. Insurance Requirements.

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

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

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Sommer Engineering
Attn: Merideth Cann
334 Walnut Street
Newport Beach, CA 92663

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:

Grant Yates

AEE670A9EE464AF

Grant Yates, City Manager

"CONSULTANT"

Sommer Engineering, a Corporation

DocuSigned by:

Merideth Cann

2A16A6A2CEFD4F2...

By: Merideth Cann

Its: President/CEO

ATTEST:

DocuSigned by:

City Clerk

29418149748C400...

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Barbara Leibold

A5086C9096AE48C

City Attorney

DocuSigned by:

Shannon Buckley

070F805A1E42495...

Risk Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]



COST PROPOSAL PREPARED FOR: CITY OF LAKE ELSINORE



City Project No. Z10017
JULY 28, 2020

S O M M E R
E N G I N E E R I N G

Revised August 18, 2020

**COST PROPOSAL - Main Street Interchange
Improvement Project, Design Support During
Construction (DSDC)**

City of Lake Elsinore
I-15 / Main Street IC
PROFESSIONAL ENGINEERING SERVICES
Main Street Interchange Improvement Project
Design Support During Construction (DSDC)
City Project No. Z10017
FEE PROPOSAL SUMMARY

		SOMMER and Team			TOTALS	
		Fee			Fee	
	Labor		\$ 339,882.48			\$ 339,882.48
	ODC		\$ 3,054.00			\$ 3,054.00
	Contingency	10%	\$ 34,293.65			\$ 34,293.65
TOTAL		\$ 377,230.13			\$ 377,230.13	

NOTE: Please note that this estimate is a "not to exceed" and given the nature of construction support, it is dependent upon the number of RFI's during construction. It is based upon an assumed number of RFI's.

City of Lake Elsinore

Main Street Interchange Improvement Project

Design Support During Construction (DSDC)

SOMMER ENGINEERING INC. and TEAM

TASK	DESCRIPTION	Project Manager	Senior Engineer Structure	Senior Engineer Civil	Project Engineer	Assistant Engineer II	Assistant Engineer I	CADD	Administration	TOTAL HOURS	COST
		\$272.16	\$192.78	\$204.12	\$158.76	\$102.06	\$79.38	\$95.26	\$56.70	2,082	\$ 339,882.48
Task 1 - PROJECT MANAGEMENT											
1.1	Coordination, Administration, and Schedules	65							60	125	\$21,092.40
1.2	Quality Assurance and Quality Control	20			40					60	\$11,793.60
	SUBTOTAL-Task 1-PROJECT MANAGEMENT	85	0	0	40	0	0	0	60	185	\$32,886.00
Task 2 - PRE-CONSTRUCTION PHASE SERVICES											
2.1	Coordination of Engineering Approvals & Agency Permitting	0		0	80					80	\$12,700.80
2.2	Right of Way, Utility and Survey Services and Coordination	20		0	160					180	\$30,844.80
2.3	Coordination Environmental Permitting and Compliance	0		0	0					0	\$0.00
2.4	Meeting Attendance	25	4	4	30	30				93	\$16,216.20
2.5	Review Plans, Specs & Estimate for Consistency and Constructability	16		20	180	60		80		356	\$50,757.84
2.6	Pre-Construction Services (Bid Support)	12		2	40	20				74	\$12,065.76
	SUBTOTAL - Task 2 - Pre-Construction Services	73	4	26	450	90	0	80	0	709	\$110,519.64
Task 3 - FINAL BID PACKAGE											
3.1	Ready to List (RTL) (Includes Certifications)	40		0	40					80	\$17,236.80
3.2	Permit Application for Construction	8		0	30					38	\$6,940.08
3.3	RE Pending Files	12		0	40	20				72	\$11,657.52
	SUBTOTAL -Task 3 - Final Bid Package	60	0	0	110	20	0	0	0	190	\$35,834.40
Task 4 - BIDDING SUPPORT											
4.1	Final Bid Documents	40	10	10	70					130	\$25,968.60
4.2	Attend Pre-Bid Meeting	4		0	30					34	\$5,851.44
	SUBTOTAL -Task 4 - Bidding Support	44	10	10	100	0	0	0	0	164	\$31,820.04
Task 5 - CONSTRUCTION SUPPORT											
5.1	Pre-Construction Meeting & Partnering Workshop	4	0	0	30	20				54	\$7,892.64
5.2	Respond to Contractor's RFIs	15	0	0	160	80				255	\$37,648.80
5.3	Review Shop Drawings	15	0	0	160	40				215	\$33,566.40
	SUBTOTAL -Task 5 - Construction Support	34	0	0	350	140	0	0	0	524	\$79,107.84
Task 6 - PROJECT CLOSEOUT											
6.1	Final As-Built Plans	20	0	8	50			40		118	\$18,824.40
6.2	Electronic Deliverables	20	0	8	50			40		118	\$18,824.40
	SUBTOTAL - Task 6 - Project Closeout	40	0	16	100	0	0	80	0	236	\$37,648.80
	ODCs										\$3,054.00
TOTAL											\$342,936.48

For Estimating Purposes Only

SCHEDULE OF OTHER DIRECT COSTS			
Agency: <u>City of Lake Elsinore</u>			
Consultant: <u>SOMMER Engineering Inc. and TEAM</u>			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
A. 2020 Mileage	2,640	\$ 0.58	\$ 1,518.00
B. Printing (8.5"x11" Black & White)	500	\$ 0.10	\$ 50.00
C. Printing (11"x17" Black & White)	2,200	\$ 0.15	\$ 330.00
D. Printing (8.5"x11" Color)	80	\$ 0.25	\$ 20.00
E. Printing (11"x17" Color)	40	\$ 0.40	\$ 16.00
F. Full Color Presentation Exhibits - SF	10	\$ 40.00	\$ 400.00
G. Postage - Overnight Mail	24	\$ 30.00	\$ 720.00
SUBTOTAL ODCs =			\$ 3,054.00
TOTAL ODCs =			\$ 3,054.00

For Estimating Purposes Only

CITY OF LAKE ELSINORE						
Design Support During Construction (DSDC)						
TABLE						
Burdened Rate Sheet						
			3 % Escalation		3 % Escalation	
CLASSIFICATION	2020 RAW RATE	FULLY BURDENED RATE	2021 RAW RATE	FULLY BURDENED RATE	2022 RAW RATE	FULLY BURDENED RATE
Project Manager	\$120.00	\$272.16	\$123.60	\$280.32	\$127.31	\$288.73
Senior Engineer Structure	\$85.00	\$192.78	\$87.55	\$198.56	\$90.18	\$204.52
Senior Engineer Civil	\$90.00	\$204.12	\$92.70	\$210.24	\$95.48	\$216.55
Project Engineer	\$70.00	\$158.76	\$72.10	\$163.52	\$74.26	\$168.43
Assistant Engineer II	\$45.00	\$102.06	\$46.35	\$105.12	\$47.74	\$108.28
Assistant Engineer I	\$35.00	\$79.38	\$36.05	\$81.76	\$37.13	\$84.21
CADD	\$42.00	\$95.26	\$43.26	\$98.11	\$44.56	\$101.06
Administration	\$25.00	\$56.70	\$25.75	\$58.40	\$26.52	\$60.15
1. Overhead Rate	110.00%		110.00%		110.00%	
2. Fee	8.00%		8.00%		8.00%	



City of Lake Elsinore
Professional Engineering Services
Main Street Improvement Project
Design Support During Construction

SCOPE OF WORK

The City of Lake Elsinore, in partnership with Caltrans, is preparing to construct improvements to Main Street at Interstate 15 from 2 lanes to 4 lanes, provide ramp metering, improvements to both Northbound on and off ramps, Southbound off ramp widening at the intersection, and installation of traffic signals at the ramp and intersections of Camino Del Norte and Main Street. Other related services to produce Caltrans approved type bid sets should be anticipated.

Proposed Interchange Improvements

- The proposed improvements would increase existing Main Street from 2 to 4 lanes, with the following improvements:
- Improvements at NB off ramp – from 1 lane to 2 lanes at ramp intersection with Main Street
- Improvements at NB on ramp – from 1 lane to 2 lanes at ramp intersection with Main Street
- Improvements at SB off ramp – from 2 lane to 3 lanes at ramp intersection with Main Street
- Signals at all ramp termini and Main Street
- Signal at Main Street and Camino Del Norte
- Ramp Metering on both on-ramps
- Maintenance Vehicle Pullout on Northbound on ramp
- CHP enforcement area on Southbound on ramp
- Access ramps at sidewalks located at all ramp intersections with Main Street

The Consultant will provide construction support services to prepare the package of documents for contractor bid and assist the City in requesting information and other types of support that may be needed during the construction phase of the Main Street IC based on the approved PS&E documents.



Task 1 – PROJECT MANAGEMENT

Project Management

Consultant's project administration shall be conducted to ensure timely progress reporting and billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. Internal project coordination meetings shall be conducted monthly through office meetings, conference calls and exchange of emails, to maintain good project communication.

Task 1.1 Coordination/Administration/Schedules –

Schedule Control: During the project development, Consultant shall ensure that the schedule adheres to all contractual requirements. The schedule shall constantly be updated. Consultant shall work closely with the City to establish the delivery requirements.

Document Control: All design and correspondence materials shall be logged and filed according to a project-specific document control system.

Accounting and Invoicing Procedures: Consultant shall follow general City and Caltrans accounting and billing requirements. All man-hours, direct and indirect costs shall be tracked. Only 75% of the task can be billed until that task is 100% complete.

Cost Control: Project costs shall be verified monthly. Cost-to-date, estimated actual percent completed, and estimated budget to complete by the individual task at each invoicing period will be documented.

Deliverables: *Monthly Invoices, Progress Reports, Schedule Updates and Document Logs*

Meetings: As a minimum, the Consultant shall schedule and attend meetings as follows:

- a. Kickoff meeting including sub-consultants.
- b. Project Development Team (PDT) meetings, monthly.
- c. City Council Meeting/Council Study Session (as necessary)

This task shall include general management and coordination with the City, Consultant Team, Caltrans, regulatory agencies, and other key stakeholders. Project meetings shall be conducted to maintain good project communication in purposeful and concise meetings. Project coordination shall be established by frequent progress review meetings or conference calls. Project Development Team (PDT) meetings in the City Hall or by conference calls shall be conducted.

A meeting agenda shall be prepared in advance. All action items listed in the minutes shall be reviewed at each meeting. Other typical procedures including preparing monthly progress reports; establishing design criteria; posting project issues to all individuals; mitigating all independent check and review comments; clearing communication lines to maintain the project schedule. Project Manager and key task leaders or engineers shall attend the meetings.

Deliverables: *Meeting Agendas, Meeting Minutes, and Coordination Memorandums*



Schedule: The project schedule shall be developed by the Consultant for design, permitting, right of way, and construction phases and shall be provided to the City in both digital and hard copy. An updated schedule is to be handed out during the PDT Meetings.

The project schedule shall be divided into tasks and subtasks in full detail including, but are not limited to, City function timeline, critical path, and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, planning, environmental, design, relevant City Council meetings, Caltrans review, advertising, and construction. The schedule is to indicate anticipated durations for all tasks.

Task 1.2 Quality Assurance and Quality Control - Consultant shall provide Quality Control and Quality Assurance (QC/QA) for all project documents and plans to ensure that the project moves forward to delivery as quickly as possible. Upon notice to proceed, the QC/QA procedures shall be clearly outlined for the project team. These procedures shall include checklists for plan preparation, e-file sharing procedures and document controls, and independent reviews by senior staff. Consultant shall review the design documents to make sure that the design is consistent with the funding requirements so that the review and approval process is expedited.

Deliverables: *Quality Control and Quality Assurance Plan*

Task 2 - PRE-CONSTRUCTION PHASE SERVICES

Task 2.1 Coordination of Engineering Approvals and Agency Permitting – Consultant will provide coordination of engineering submittals and approvals with the City and as required for permits. Additionally, Consultant will coordinate utility notification, protection and relocation as appropriate for franchise facilities within the project area. There is anticipated to be one relocation, unless an option for avoidance can be developed. The Consultant will coordinate necessary utility, engineering and project certifications, as required, in conjunction with encroachment permit issuance by Caltrans District 8 (Caltrans).

Task 2.2 Right of Way, Utility and Survey Services and Coordination – Consultant will provide for coordination between the County of Riverside, RCTC, City of Lake Elsinore, and Caltrans on the Right of Way Certification and Utility Certification required for the project. The City does not anticipate the acquisition of right of way. Right of Way ownership will be verified. Survey services may be required to support utility relocation of SCE power pole and or other design clarifications that could arise during any phase of the project. Consultant will not verify plan utility information, except for information related to the SCE pole in conflict with Camino Del Norte. Consultant will update plans as needed.

Task 2.3 Coordination Environmental Permitting and Compliance – Consultant does not anticipate any environmental permitting or coordination for compliance, the environmental document is a CE/CE.

Task 2.4 Meeting Attendance – Consultant will attend meetings as necessary with the City and Caltrans to coordinate design, develop submittals and obtain approvals and associated certifications for the project.

**Task 2.5 Review Plans, Specifications & Estimates for Consistency and for Constructability –**

Consultant will review the project PS&E documents (Plans, Specification and Estimate) to verify that the documents are consistent among disciplines and different documents. The consultant will mark up plans and create a log of any discrepancies. The consultant will be prepared to answer questions related to these items from the contractor. The Consultant will work with the selected Construction Management team to review plans and identify any concerns for constructability and discuss with the City to make any necessary revisions to the PS&E documents.

Task 2.6 Pre-Construction Services (Bid Support) – Consultant will provide for bid support and coordination for the project.

Task 3 - FINAL BID PACKAGE

Task 3.1 Ready to List (RTL) – Consultant will respond and resolve all remaining reviewing agency comments and prepare documents necessary for project Ready-To-List (RTL) approval by Caltrans and the City. Support for Certifications by others (e.g. utility relocation portion of R/W Certification and SSP location of environmental mitigation commitments for Environmental Certification) is included.

Task 3.2 Permit Application for Construction – The Consultant will prepare the permit application for Construction work.

Task 3.3 RE Pending Files – The Consultant will prepare the necessary documentation required for the RE Pending Files prior to bid as described in the Caltrans guidance documents and as directed by the City.

Task 3 Deliverables:

- *Permit Applications for Construction*
- *Utility and ROW Certifications*
- *ADA and TMP Certifications if required*
- *RE Pending File*

Task 4 - BIDDING SUPPORT

Task 4.1 Final Bid Documents – The Consultant will prepare and submit the final bid documents to the City for advertisement. The Consultant will assist in answering questions (Request for Information [RFI]) regarding the Technical Provisions, the design drawings, or conflicts in the design during the bidding process. The Consultant will assist the City in preparation of Addenda regarding omissions or conflicts in the design.

Task 4.2 Attend Pre-Bid Meeting – The Consultant will attend a pre-bid meeting to be scheduled in advance of the bid opening date as directed by the City. The Consultant will perform bid review and analysis, if required.

**Task 4 Deliverables:**

- *Final Bid Documents*
- *RFI Responses and Addendum Documents*

Task 5 - CONSTRUCTION SUPPORT

During the construction phase, Consultant shall work closely with the City staff and the Construction Management team to assist in construction support to minimize construction conflicts and to expedite Project completion.

Task 5.1 Partnering Workshop and or Pre-Construction Meeting

Consultant will set up and attend a partnering workshop with the Resident Engineer and the Contractor.

Task 5.2 Respond to Contractor's RFIs – The Consultant will provide response to contractor's requests for information (RFI's) about the contract plans and specifications forwarded to Consultant by the City within reasonable time of receipt. Upon written authorization from the City, the Consultant shall provide engineering design services for revisions to construction documents resulting from changed field or unforeseen conditions or other change order work required due to actions of the City. Subsequent change order documentation and processing shall be prepared by the City's Resident Engineer (Construction Management Team). All subconsultant services may be required to respond to contractor RFIs.

Task 5.3 Review Shop Drawings – The Consultant will review shop drawings and submittals for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt.

Task 5 Deliverables:

- *RFI Responses*
- *Change Order Support*
- *Shop Drawing Reviews*

Task 6 - PROJECT CLOSEOUT

Task 6.1 Final As-Built Plans – Following the completion and acceptance of the project, the Consultant will furnish the City with a complete set of revised contract drawings showing as-built conditions. Revisions shall be solely based on as-built redlined information provided by the Construction Manager and the City. The as-built plans shall be signed and stamped by Consultant and submitted to the City and Caltrans within three months of receipt of redlined plans.

Task 6.2 Electronic Deliverables – Following the completion and acceptance of the project, the Consultant will furnish the City with an electronic copy in PDF and their native format (i.e. Microstation, Word, Excel, etc.) of all Project deliverables, including reports, exhibits, construction plans,



specifications, and quantity calculations.

Task 6 Deliverables:

- *Two hardcopies and electronic CADD files of As-Built Plans*
- *Electronic (PDF and native format) of as-built project deliverables (reports, exhibits, construction plans, specifications, and quantity calculations)*

CITY OF LAKE ELSINORE Design Support During Constuction (DSDC) TABLE Rate Sheet						
SOMMER Engineering Inc.						
CLASSIFICATION	2020 RAW RATE	FULLY BURDENED RATE	3 % Escalation		3 % Escalation	
			2021 RAW RATE	FULLY BURDENED RATE	2022 RAW RATE	FULLY BURDENED RATE
Project Manager	\$120.00	\$272.16	\$123.60	\$280.32	\$127.31	\$288.73
Senior Engineer <i>Structure</i>	\$85.00	\$192.78	\$87.55	\$198.56	\$90.18	\$204.52
Senior Engineer <i>Civil</i>	\$90.00	\$204.12	\$92.70	\$210.24	\$95.48	\$216.55
Project Engineer	\$70.00	\$158.76	\$72.10	\$163.52	\$74.26	\$168.43
Assistant Engineer II	\$45.00	\$102.06	\$46.35	\$105.12	\$47.74	\$108.28
Assistant Engineer I	\$35.00	\$79.38	\$36.05	\$81.76	\$37.13	\$84.21
CADD	\$42.00	\$95.26	\$43.26	\$98.11	\$44.56	\$101.06
Administration	\$25.00	\$56.70	\$25.75	\$58.40	\$26.52	\$60.15
1. Overhead Rate	110.00%		110.00%		110.00%	
2. Fee	8.00%		8.00%		8.00%	

CITY OF LAKE ELSINORE						
Design Support During Constuction (DSDC)						
TABLE						
Rate Sheet						
Epic Land Solutions, Inc.						
			3 % Escalation		3 % Escalation	
CLASSIFICATION	2020 RAW RATE	FULLY BURDENED RATE	2021 RAW RATE	FULLY BURDENED RATE	2022 RAW RATE	FULLY BURDENED RATE
Right of Way Lead	\$60.10	\$178.21	\$61.90	\$183.56	\$63.76	\$189.06
Utility Relocation Coordination Lead	\$50.00	\$148.26	\$51.50	\$152.71	\$53.05	\$157.29
1. Overhead Rate	174.56%		174.56%		174.56%	
2. Fee	8.00%		8.00%		8.00%	

CITY OF LAKE ELSINORE Design Support During Constuction (DSDC) TABLE Rate Sheet Fehr & Peers						
			3 % Escalation		3 % Escalation	
CLASSIFICATION	2020 RAW RATE	FULLY BURDENED RATE	2021 RAW RATE	FULLY BURDENE D RATE	2022 RAW RATE	FULLY BURDENED RATE
Principal In Charge - Jason Pack	\$87.50	\$260.51	\$90.13	\$268.32	\$92.83	\$92.83
Project Manager - Claude Strayer	\$53.85	\$160.32	\$55.47	\$165.13	\$57.13	\$57.13
Senior Engineer - Mike Johnstone	\$56.73	\$168.90	\$58.43	\$173.97	\$60.18	\$60.18
Project Engineer	\$41.35	\$123.11	\$42.59	\$126.80	\$43.87	\$43.87
Assistant Engineer	\$35.10	\$104.50	\$36.15	\$107.64	\$37.24	\$37.24
Accounting	\$34.62	\$103.07	\$35.66	\$106.16	\$36.73	\$36.73
Project Coordinator	\$26.92	\$80.15	\$27.73	\$82.55	\$28.56	\$28.56
1. Overhead Rate	175.67%		175.67%		175.67%	
2. Fee	8.00%		8.00%		8.00%	

CITY OF LAKE ELSINORE Design Support During Constuction (DSDC) TABLE Rate Sheet						
KLEINFELDER, INC.						
			3 % Escalation		3 % Escalation	
CLASSIFICATION	2020 RAW RATE	FULLY BURDENED RATE	2021 RAW RATE	FULLY BURDENED RATE	2022 RAW RATE	FULLY BURDENED RATE
Senior Principal Professional	\$133.00	\$372.06	\$136.99	\$383.22	\$141.10	\$394.71
Principal Professional	\$90.00	\$251.77	\$92.70	\$259.32	\$95.48	\$267.10
Senior Professional	\$80.00	\$223.79	\$82.40	\$230.51	\$84.87	\$237.42
Project Professional	\$70.00	\$195.82	\$72.10	\$201.69	\$74.26	\$207.74
Project Controls	\$50.00	\$139.87	\$51.50	\$144.07	\$53.05	\$148.39
Project Administrator	\$31.00	\$86.72	\$31.93	\$89.32	\$32.89	\$92.00
1. Overhead Rate	159.02%		159.02%		159.02%	
2. Fee	8.00%		8.00%		8.00%	

CITY OF LAKE ELSINORE						
Design Support During Constuction (DSDC)						
TABLE						
Rate Sheet						
LYNN CAPOUYA, INC.						
			3 % Escalation		3 % Escalation	
CLASSIFICATION	2020 RAW RATE	FULLY BURDENED RATE	2021 RAW RATE	FULLY BURDENE D RATE	2022 RAW RATE	FULLY BURDENE D RATE
Landscape Principal	\$93.20	\$301.39	\$96.00	\$310.44	\$98.88	\$319.75
Sr. Project Manager	\$67.28	\$217.57	\$69.30	\$224.10	\$71.38	\$230.82
Project Mgr/Designer	\$49.38	\$159.69	\$50.86	\$164.48	\$52.39	\$169.41
Landscape Architect	\$40.11	\$129.71	\$41.31	\$133.60	\$42.55	\$137.61
Irrigation Designer	\$47.44	\$153.41	\$48.86	\$158.02	\$50.33	\$162.76
Design Staff II	\$27.35	\$88.45	\$28.17	\$91.10	\$29.02	\$93.83
Administration	\$42.07	\$136.05	\$43.33	\$140.13	\$44.63	\$144.33
					\$0.00	\$0.00
1. Overhead Rate	199.43%		199.43%		199.43%	
2. Fee	8.00%		8.00%		8.00%	

CITY OF LAKE ELSINORE						
Design Support During Constuction (DSDC)						
TABLE						
Rate Sheet						
Psomas						
			3 % Escalation		3 % Escalation	
CLASSIFICATION	2020 RAW RATE	FULLY BURDENED RATE	2021 RAW RATE	FULLY BURDENED RATE	2022 RAW RATE	FULLY BURDENED RATE
Survey Manager	\$60.00	\$177.88	\$61.80	\$183.22	\$63.65	\$188.72
CLASSIFICATION	\$70.00	\$207.53	\$72.10	\$213.76	\$74.26	\$220.17
1. Overhead Rate	174.51%		174.51%		174.51%	
2. Fee	8.00%		8.00%		8.00%	