

AGREEMENT FOR PROFESSIONAL SERVICES

Ardurra Group, Inc.

Camino Del Norte Sewer Extension

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

RECITALS

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

Civil Engineering Design Services

B. Consultant has submitted to City a proposal, dated September 16, 2022, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

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

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

AGREEMENT

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

2. Time of Performance.

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

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

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed One Hundred Nineteen Thousand, One Hundred Seventy-Nine dollars (\$119,179) 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: Ardurra Group, Inc.
Attn: Amy Czajkowski
41593 Winchester Road, Suite 110
Temecula, CA 92590

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

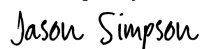
"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

Ardurra Group, Inc., a Corporation

DocuSigned by:

 Jason Simpson

10/15/2022 | 11:18 AM PDT

City Manager

DocuSigned by:

 Amy Czajkowski

10/15/2022 | 11:10 AM PDT

By: Amy Czajkowski

Its: Principal In Charge

ATTEST:

DocuSigned by:



10/17/2022 | 8:17 AM PDT

City Clerk

APPROVED AS TO FORM:


DocuSigned by:



10/15/2022 | 10:27 AM PDT

City Attorney

DocuSigned by:

 Shannon Buckley

10/13/2022 | 10:56 AM PDT

Assistant City Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

COVER LETTER

RE: CAMINO DEL NORTE SEWER EXTENSION

Dear Carlos Norvani, LEED AP:

Ardurra has reviewed the subject Request for Proposal (RFP) and associated documents and is pleased to submit this proposal for engineering design services to the City of Lake Elsinore. The Ardurra team is ideally suited to provide professional services to assist the City and we offer the following:

EXPERIENCE. The design team will be led by Ms. Amy Czajkowski, PE, CCM as Principal-in-Charge, and Ms. Jamie Fagnant, PE, QSD as Project Manager. The Ardurra team understands the standards of both the City of Elsinore, and Elsinore Municipal Water District. Our team is known regionally for our excellent communication, sound engineering design, and unmatched dedication to our client's goals. Ms. Czajkowski and Ms. Fagnant have developed a strong working relationships in the region and we are eager to put our technical expertise, local knowledge, and unmatched dedication to work to make this project a success.

TEAM. Our project team has a proven track record of delivering successful projects. Mr. Gregory Farrand, of Ninyo & Moore, has years of providing Geotechnical investigations and reports in support of pipeline projects and has specific local knowledge of the recent developments and fill materials within the project area. Mr. Brian Fox with Cozad & Fox, Inc. is experienced in working within the City's jurisdiction and is familiar with the City's standards for survey. Underground Solutions will provide vacuum based potholing for safe and precise potholing, and is intimately familiar with City of Elsinore right of way permitting in order to minimize impact of potholing to the schedule. Our staff and subconsultants are experienced at working as an integrated multidisciplinary team and is poised to deliver a successful design for the El Camino Del Norte Sewer Extension.

Thank you for your consideration and please feel free to contact me if you should have any questions.

Sincerely,



Jamie Fagnant, PE, QSD

Project Manager
jfagnant@ardurra.com
858.842.6992



Amy Czajkowski, PE, CCM

Principal-in-Charge
aczajkowski@ardurra.com
760.518.6266

September 16, 2022

**CITY OF LAKE
ELSINORE**

130 SOUTH MAIN ST.
LAKE ELSINORE, CA 92530

02 FIRM'S EXPERIENCE

06 PROJECT TEAM

09 UNDERSTANDING
& SCOPE

12 SCHEDULE

13 FEE



41593 WINCHESTER ROAD,
SUITE 110

TEMECULA, CA 92590

ARDURRA.COM

MESA GARRISON SEWER EMERGENCY REPAIR

City of Oceanside

The Mesa Garrison gravity sewer conveys 5 MGD through a 24" ductile iron pipeline construction in 1971 to the City's San Luis Rey Wastewater Treatment Facility. In August of 2015, the pipeline experienced a catastrophic failure due to crown corrosion. Ardurra prepared emergency plans and specifications to install approximately 800 feet of 18" HDPE via sliplining through the existing pipeline within a deep utility tunnel and an additional approximately 1200 feet of cured in place pipe lining. The project was performed round the clock for 4 months until the 24" repair was completed, and normal flow reintroduced.

KEY PROJECT COMPONENTS

- Developed bypassing plan for the 5 MGD gravity sewer in order to perform the repairs.
- Developed Shoring System for 45-foot-deep sewer to go under SDG&E high voltage lines.
- Developed plan to protect-in-place, remove, and/or relocate nine (9) other utilities through the same utility corridor in order to repair sewer. This included stabilizing of the 24-inch land outfall within this trench since it is at the same invert as the 24-inch gravity line.
- Locating the failed location of sewer line 45 feet deep, realizing a 45-deg bend had been installed, not a manhole, and CCTV video showed blockage in the line on both sides of the bend.
- Obtained all of the permits from OSHA, Traffic Control Department, NCTD, RWQCB and OSHA Mining and Tunneling Classification.
- Based on Geotechnical investigations, potential for methane gas was present, thus classified as "potentially gassy", and requiring OSHA Mining and Tunneling approval and consistent safety inspection throughout the duration of construction.

PROJECT SPECIFICATIONS

Reference:

City of Oceanside
Jason Dafforn, PE*
951.434.4708
*former City of Oceanside Water
Utilities Director, now with Elsinore
Valley MWD

Project Dates:

August 2015 — October 2015

Project Value:

\$3,200,000

"...This project would not have been completed in five months without the careful and quick thinking efforts of the Project Team. This team completed the project with no injuries or incidents. The project was carefully managed on a time and materials basis that ultimately resulted in a cost advantage to the City...The City Council was please with the final product and the timely completion."

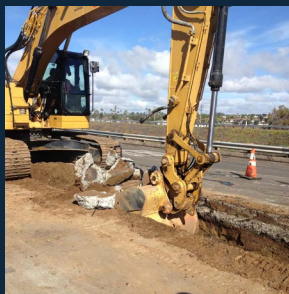
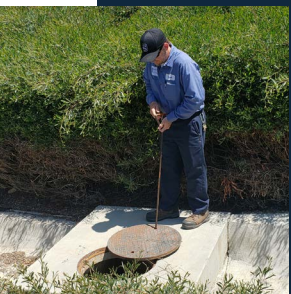
– Mr. Jason Dafforn, PE

AS NEEDED ENGINEERING DESIGN SERVICES

Leucadia Wastewater District

As a prime consultant, Ardurra has provided as-needed engineering services on a task order delivery basis to the Leucadia Wastewater District (District) since 2006. Services have encompassed a wide variety of tasks to support all aspects of the District's Capital and Operational needs including planning and hydraulic modeling, Geographical Information System (GIS) support services, flow monitoring, engineering design, cost estimating, plan preparation, office engineering during construction, and construction inspection. The following list includes highlights of the several task orders Ardurra has completed for the District:

- FY 21 Gravity Line Rehabilitation | \$343,000 – 6,600 lf CIPPL
- FY 20 Gravity Line Rehabilitation | \$1,300,000 – Replace 12 clean outs with new manholes, 955 lf of CIPPL, 4 point repairs
- FY 18 District-Wide Cured-in-Place Pipe Lining | \$700,000 – Over 7,000 lf CIPPL, 16 cured-in-place manhole linings, two epoxy manhole liners, several excavated point repairs
- FY 17 Gravity Line Rehabilitation | \$938,000 – 2,468 lf cured in place pipe lining, 6 cured in place manhole liners, 3 epoxy manhole rehabilitations
- Lanikai Trunk Sewer Rehabilitation | \$235,000 – Design of a cured-in-place pipe liner through North County Transit District (NCTD) right of way for a 21-inch vitrified clay trunk sewer. Cured-in-place pipe lining included analysis and inclusion of Cooper E80 rail loading on the fully structural pipe rehabilitation. Project challenges included detailing a conceptual bypass plan for bypassing the trunk sewer to the other side of the NCTD railway.
- La Costa Golf Course Gravity Line Improvements | \$18,700 – Feasibility, preliminary design and final design of sewer improvements to mitigate infiltration in an existing gravity sewer. The project ultimately consisted of approximately 100 linear feet of gravity sewer relocation on private property and abandonment in place of the existing gravity sewer.
- FY 16 Gravity Line Rehabilitation | \$284,000 – 3,131 lf CIPPL, one cured-in-place manhole liner, three sag repairs
- Scott's Valley Sewer Rehabilitation | \$350,000 – Rehabilitation of three manholes via cured-in-place manhole lining, 678 lf of 15" cured-in-place pipe lining, sewer bypassing for cured-in-place pipe lining, six manholes rehabilitated via epoxy manhole lining
- FY 15 Gravity Line Rehabilitation | \$653,000 – 2,829 lf cured-in-place pipe lining, one manhole rehabilitation, replacement in place of 916 lf 8" gravity main, two excavated gravity sewer repairs
- Asset Management Plan Implementation Phase I | \$70,000 – Prioritization and assessment of the District's gravity sewers and pump stations. Included review of CCTV tapes for the critical portions of the system and support services for cured in place pipe lining of failed sections.
- Gravity Line Rehabilitation | \$342,000 – 2,822 lf cured-in-place pipe lining, sag repairs, 7 manhole liners, and 5 CIPPL point repairs



PROJECT SPECIFICATIONS

Reference:

Leucadia Wastewater District
Robin Morishita
760.753.0155 X3007

Project Dates:

2006 — Present

Project Value:

\$25,000,000

ROCKS SPRINGS SEWER

Vallecitos Water District



The existing gravity sewer system within the general project area had been subject to periodic surcharging, particularly a reach of sewer that traversed an existing green belt surrounded by residences. Ardurra was retained by the Vallecitos Water District to prepare a planning and alignment alternatives study, followed by the design PS&E and preparation of environmental documents for CEQA compliance. The final project is comprised of 2,700 ft of 12"-15" gravity sewer alignment to replace an existing 8" sewer, cured-in-place pipe lining of 300 ft of 8" gravity sewer, new and rehabilitated manholes, improved access paths for sewer system operators, and improvements to the HOA greenbelt hardscape and landscaping.

The Planning Study entailed preliminary hydraulic modeling to evaluate required pipe size and flow, a limited geotechnical investigation, and development of several alignment alternatives to relocate the pipe out of the green belt and private properties. Seven alternatives/sub-alternatives were developed and evaluated for advantages/disadvantages, constructability, geotechnical concerns, easement and property requirements, and costs. The recommended alternative called for upsizing the majority of the pipe along a parallel alignment (to relieve the surcharging problem) with re-alignment of certain pipe sections into the public right of way.

The District subsequently engaged Ardurra to prepare the design plans, specifications and bid documents. The plans include the abandonment of the sewer main traversing private properties, connections to existing sewer manholes, pavement reconstruction requirements, and traffic control. The pipe design included requirements for trenchless construction where segments of the new sewer pass under the existing creek. Ardurra provided permit compliance support for the State Water Resources Control Board for NPDES General Permit for Storm Water Discharges: Risk Assessment, Site Maps, SWPPP, and Water Pollution Control Drawings.

The Ardurra Team (via subconsultant Dudek) also prepared the environmental documents needed for CEQA compliance including Biological Resources Report, Noise Report, Hazardous Materials Memorandum, Cultural Resources Assessment, IS/MND, MMRP, NOI and NOD.



PROJECT SPECIFICATIONS

Reference:

Vallecitos Water District
Lito Santos, PE
760.744.0460 ext. 370
lsantos@vwd.org

Project Dates:

2010 — 2016

Project Value:

\$2,000,000

ADDITIONAL EXPERIENCE

Our pipeline experience encompasses sizes up to 54-inch diameter and all pipe types including commonly used PVC and CIPP, as well as materials for special applications such as fusible PVC and HDPE. Our services have spanned hydraulic analyses, alignment studies, preliminary and final design, and construction support. The following table highlights some of our pipeline projects and their respective types and sizes:

SEWER PIPELINES

PROJECT/AGENCY	DESCRIPTION
SEWER REPLACEMENT FOR NEVADA AVENUE AND BODGER STREET AREA CITY OF EL MONTE	<ul style="list-style-type: none"> ■ Approx 4,000 lf 8" PVC sewer ■ 1,500 lf 12" PVC sewer ■ Rehabilitation of several existing manholes ■ Relocation of over 100 sewer laterals to new sewer main
OLIVENHAIN TRUNK SEWER IMPROVEMENTS CITY OF ENCINITAS	<ul style="list-style-type: none"> ■ 2,800 lf 15" trunk sewer
LA SALINA FORCE MAIN IMPROVEMENTS CITY OF OCEANSIDE	<ul style="list-style-type: none"> ■ 18,000 lf 20" HDPE sewer force main
BUENA VISTA FORCE MAIN REPLACEMENT CITY OF OCEANSIDE	<ul style="list-style-type: none"> ■ 9,000 lf 24-inch PVC ■ Auger bore & microtunnel
CONDITION ASSESSMENT AND SEWER IMPROVEMENTS CITY OF OCEANSIDE	<ul style="list-style-type: none"> ■ 17,000 lf 24-inch sewer ■ 12,000 lf 42-inch force main
MYERS/TAIT STREET SEWER REPLACEMENT PROJECT CITY OF OCEANSIDE	<ul style="list-style-type: none"> ■ 2,120 lf 16-inch CIPP sewer ■ 1,077 lf 30-inch PVC sewer ■ 3,200 lf 27-inch PVC sewer
DISTRICT 3 & 4 SEWER MAIN REPLACEMENT CITY OF POMONA	<ul style="list-style-type: none"> ■ 10,000 lf 12"-15" VCP sewer
OAK KNOLL TRUNK SEWER REPLACEMENT CITY OF POWAY	<ul style="list-style-type: none"> ■ 5,500 lf 27-inch PVC
B2/B3 FORCEMAIN LEUCADIA WASTEWATER DISTRICT	<ul style="list-style-type: none"> ■ 2,600 lf 24" PVC sewer ■ 1,400 lf 14" PVC sewer
BATIQUITOS INLET SEWER LEUCADIA WASTEWATER DISTRICT	<ul style="list-style-type: none"> ■ 900 lf 21-inch/24-inch PVC
FORCE MAIN REPLACEMENT LEUCADIA WASTEWATER DISTRICT	<ul style="list-style-type: none"> ■ 9,000 lf 6"/10" PVC sewer
DISCOVERY STREET SEWER REPLACEMENT VALLECITOS WATER DISTRICT	<ul style="list-style-type: none"> ■ 4,000 lf 12"/15" gravity sewer
LAND OUTFALL SLIPLINING UNDER I-5* VALLECITOS WATER DISTRICT	<ul style="list-style-type: none"> ■ 800 lf 54-inch DIP gravity sewer

*Award Winning Project

PROJECT TEAM

ORGANIZATIONAL CHART

Ardurra's proposed team for the City of Lake Elsinore's Camino Del Norte Sewer Extension Project has the resources, capabilities, and commitment to deliver a successful project. The team, under the leadership of Jamie Fagnant, PE, QSD, as Project Manager, is well prepared to deliver a project on-time and within budget. Supporting Ms. Fagnant are Amy Czajkowski, PE, CCM and Dolores Salgado, PE as Principal-in-Charge and QA/QC Review, respectively. The organization chart to below depicts the roles and reporting structure for key staff available for the contract.





JAMIE FAGNANT, PE, QSD

PROJECT MANAGER

Ms. Fagnant has been working in the water and wastewater field for 18 years and has extensive experience and a specific expertise in sewer design and rehabilitation. Ms. Fagnant has experience working with Cities, Water and Sewer Districts in the San Diego region and has a thorough understanding of industry standard design guidelines for the design and rehabilitation of sewers as well as a working knowledge of standard specifications and drawings for various agencies throughout San Diego County. Ms. Fagnant is very active in the engineering community, and served on the board of the San Diego Chapter WateReuse Association for seven years in various positions.

PROFESSIONAL REGISTRATION

Registered Professional Engineer
California No. C78967

EDUCATION

San Diego State University
B.S. Civil Engineering, 2006

CERTIFICATIONS

California Board of Professional Engineers, Land Surveyors and Geologists (CBPELSG) Qualified SWPPP Developer (QSD)
Certification #C78967

AFFILIATIONS

American Society of Civil Engineers Chi Epsilon, Civil Engineering Honor Society WateReuse Association, San Diego Chapter, Director of Public Outreach

SOFTWARE

Primavera® P6 Project Management

RELEVANT EXPERIENCE:

Rock Springs Sewer Project, Vallecitos Water District – Project Engineer to prepare a planning and alignment alternatives study, followed by the design PS&E and preparation of environmental documents for CEQA compliance. The final project is comprised of 2,700 ft of 12"-15" gravity sewer alignment to replace an existing 8" sewer, cured-in-place pipe lining of 300 ft of 8" gravity sewer, new and rehabilitated manholes, improved access paths for sewer system operators, and improvements to the HOA greenbelt hardscape and landscaping.

City of Lemon Grove Sewer Rehabilitation and Upsizing, City of Lemon Grove – Project Engineer for the design of 3,480 lf of 8-inch cured-in-place pipe liner and upsizing of 4,942 lf of 6" and 8" sewer to 8" and 10", respectively.

FY16 Gravity Sewer Main Repairs, Leucadia Wastewater District – Project Engineer for the design of 3,131 linear feet of cured-in-place pipe lining, installation of a cured-in-place manhole liner and three sag repairs. Project also included the emergency installation of a 355 linear foot cured-in-place pipe liner for a badly corroded 10" cast iron gravity sewer on an expedited design basis.

Lanikai Trunk Sewer Rehabilitation, Leucadia Wastewater District – Project engineer for the design of a cured-in-place pipe liner through North County Transit District right of way for a 21 inch vitrified clay trunk sewer. Cured-in-place pipe lining included analysis and inclusion of Cooper E80 rail loading on the fully structural pipe rehabilitation. Project challenges included detailing a conceptual bypass plan for bypassing the trunk sewer to the other side of the NCTD railway.

Leucadia Scenic Cured-in-Place Pipe Lining, Leucadia Wastewater District – Project Engineer for the design of 2,018 linear feet of cured-in-place pipe lining in existing 12" gravity sewer. Project included obtaining Caltrans encroachment permit.

Scott's Valley Sewer Rehabilitation, Leucadia Wastewater District – Project Engineer for the design of 678 linear feet of cured-in-place pipe lining in existing 18" sewer, installation of four cured-in-place manhole liners, rehabilitation of seven sewer manholes by epoxy lining, development of a conceptual bypass and access plan in a sensitive environmental habitat.

JAMIE FAGNANT, PE, QSD

Olivenhain Trunk Sewer Improvements Project, City of Encinitas – Project Engineer. The project addressed existing maintenance issues, improve system reliability, and provide better protection for water quality and habitat values in Escondido Creek and San Elijo Lagoon. Specific objectives included: rehabilitating 54 existing sewer manholes to reduce I&I, relocating 2,800 lf of the upper OTS out of the Escondido Creek floodplain and increasing its capacity to meet currently projected system needs, and providing environmentally appropriate access for maintenance vehicles along the remainder of the OTS. Project is currently in design.

V2/V6 Planning & Alignment Study, City of Vista – Project Engineer. This project proposed to upsize approximately 3,389 feet of existing 12"-33" sewer to 15"-42" and 1,289 feet of existing 10" to 15". The upsizing included a new trenchless crossing of state route 78. Ardurra teamed with Brierley & Associates to complete a planning study assessing project hydraulics, identifying traffic and environmental impacts, and investigating the feasibility of trenchless construction for the sewer upsizing.

Condition Assessment of the Land Outfall, Gravity Main and Force Main, City of Oceanside – Condition Assessment Project Manager. Working closely with Arcadis, the project included condition assessment and related capital improvement projects for the City's 24" Land Outfall, 24" Gravity Line and 42" Force Main. Selected condition assessment technologies include a variety of external and internal thickness testing tools.

L1 West Side Sewer Force Main Replacement, Leucadia Wastewater District – Project Engineer for the design of 2,594 linear feet of 24" sewer force main replacement and associated appurtenances. Project included obtaining permits from multiple agencies including Caltrans, North County Transit District and the City of Encinitas. Project included installation of flexible expansion joints on the existing ductile iron bridge crossing.

B1/B2 Sewer Force Main Replacement, Leucadia Wastewater District – Project Engineer for the design of 8,527 linear feet of 24" sewer force main and 14" secondary effluent force main. Ms. Fagnant also supported Ardurra's environmental department to prepare a Mitigated Negative Declaration for the project. Mitigation measures from the MND were incorporated into the contract documents.

FY15 Gravity Sewer Main Repairs, Leucadia Wastewater District – Project Engineer for the design of 2,272 linear feet of cured-In-place pipe lining, two cured-In-place manhole liners, two sag repairs and two cured-In-place pipe patch rehabilitations.

Recycled Water Line Creek Crossing, Leucadia Wastewater District – Project Engineer for the design of a 330 linear foot crossing of San Marcos Creek via horizontal directional drilling for a replacement 12" recycled waterline with fusible PVC. Project also included installation of an isolation valve via the use of a linestop and replacement of an isolation valve and installation of a blow off on the District's Gafner Water Reclamation Facility site. Project challenges included timing construction to coincide with the closure of the Omni La Costa Golf Course and specific contract requirements to limit damage to the fairway and install replacement turf.

Industry Road Trunk Sewer Replacement, County of San Diego – Project Engineer for the design of 325 linear feet of 8" gravity sewer, 92 linear feet of 21" gravity sewer, and 2,464 linear feet of 18" gravity sewer.

South Oceanside Waterline Replacement & Sewer Upsizing, City of Oceanside – Project Engineer for the design of 7,400 lf of replacement water distribution main and 2,771 lf of sewer upsizing to 8-inch, with 4 manhole rehabilitations and 8 manhole replacements, within residential areas of south Oceanside. The project encompassed evaluation of replace in place versus parallel alignments as well as re-routing of several existing water services in order to eliminate a problematic alley main. Final contract documents have been submitted.

L1 Sewer Force Main Destructive Testing, Leucadia Wastewater District – As Project Engineer, Ms. Fagnant analyzed the dual 24" sewer force main system to assess the feasibility of utilizing a non-destructive free swimming inspection tool.

L1 Sewer Force Main Non-Destructive Testing, Leucadia Wastewater District – As Project Engineer Ms. Fagnant developed contract documents for removal of a ten foot section of existing 24-inch ductile iron force main. Ms. Fagnant provided recommendations for repair based on inspection of the force main section and available CCTV inspection of the upstream and downstream sections of the pipe adjacent to the destructive testing location.

PROJECT UNDERSTANDING & SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Elsinore is proposing to install approximately 1,225 linear feet of the new 8-inch diameter polyvinyl chloride pipe (PVC) sewer. The Elsinore Valley Municipal Water District (District) would provide oversight of the design review process. Design and construction standards for new sewers will comply with the District's requirements. The sewer would extend easterly from an existing sewer manhole located 380 feet southeast of the Main Street and Camino Del Norte intersection. We have reviewed the information provided with the Request for Proposal (RFP) and the associated record drawing and have developed our scope and approach to be responsive to the provided RFP.

SUMMARY OF THE PROPOSED PIPELINE

1. Pipe size: 8-inch diameter
2. Permanent Easement width: none, within existing right-of-way
3. Existing cover: ranges between 8-feet below ground surface to 9-feet bgs
4. Length: 1,225 linear feet
5. Material: PVC
6. Jurisdiction: City of Lake Elsinore

APPROACH

Ardurra values our relationships with the City of Elsinore and Elsinore Valley Municipal Water District and appreciates the opportunity to propose on this project. We understand the importance of completing capital improvement projects on budget and on schedule and we have prepared this proposal and associated staffing levels with the highest priority in consideration of the City's and District's goals and objectives.

TECHNICAL APPROACH

The first step in providing the City with the best, most cost-effective alignment option, will be to evaluate the site constraints. Initiating the data collection process, including the geotechnical investigations, surveying and mapping immediately upon Notice to Proceed will accelerate the project schedule. Our comprehensive utility research and mapping practices will begin immediately and our thorough utility documentation will continue throughout design. By conducting these investigations early on, we can quickly identify and provide design solutions to provide the most cost effective vertical and horizontal alignment.

Optimization of the Pipeline Design: The 8-inch diameter sewer will be designed not only for minimum cover over the pipeline, but with consideration of the potential for future water crossings and parallel alignment. For new sewer construction it is imperative to include potholing of existing utilities that cross the proposed alignment to minimize the potential for change orders during construction. We have included Underground Solutions on our team who have experience obtaining timely encroachment permits from the City of Elsinore, critical to streamlining the potholing process and keeping the project on schedule.

Hydraulic Verification: During preliminary design, Ardurra will verify the flow depth and dry weather cleansing velocity for the new 8-inch diameter sewer. The evaluation will be limited to calculating the new pipeline velocities using the existing wet and dry weather maximum daily flows provided by the District.

Pipeline Materials: The City and District has assumed the use of PVC pipe material for the project. Gravity PVC pipe material is typically used for new sewer installations between 5' and 15' in depth. Occasionally, alternate pipeline materials are considered due to depth or to satisfy "upgraded material" requirements where the sewer is located within 10-feet of a potable waterline. Ardurra will identify the potential for alternate pipe materials during preliminary design.

Division of Drinking Water (DDW): Existing potable waterlines will be identified within the project corridor. The design will include Title 22 requirements to maintain 10-foot clearance between the new sewer line and existing potable water lines. In the event this minimum clearance cannot be met due to site conditions, Ardurra will assist the City and District in submitting for a waiver from DDW.

UTILITY RESEARCH APPROACH

Utility research and plotting is a critical component of project success. Ardurra will perform utility research and obtain up to date maps at the beginning of design to accurately plot existing utilities. The confidence in the location of the existing utilities is accomplished by strictly adhering to Ardurra's established utility research procedure. Central to our technical approach to any underground or pipeline project is a time-tested, methodical, and detailed utility research and plotting procedure that provides for a high level of confidence with respect to the locations of subsurface utilities. Our data collection and plotting efforts will include in house checklists designed to capture available utility data and provide redundancy to ensure no utilities slip through the cracks. This procedure will be discussed and included as a part of Ardurra's Quality Assurance Plan for the project. Ardurra has designed hundreds of miles of pipeline using these utility research procedures and has an excellent track record of avoiding conflicts with existing utilities.

PROJECT MANAGEMENT AND ADMINISTRATION APPROACH

Key to the success of a well-executed pipeline project is effective project management. Ardurra's management approach is designed to accomplish two ends:

- to ensure vigilant and proactive management of budget, schedule, and work quality
- to make it easy for the City to manage Ardurra

Achieving these goals depends equally on having proven project management procedures in place and diligently executed, and on our 100% commitment to listen actively and understand the City's goals and objectives for this project, focus our work activities accordingly, and deliver on the City's expectations. Ardurra's project management approach provides well-structured procedures to plan, execute, and track the work while communicating effectively within the team, with the City and with the project stakeholders.

QUALITY ANALYSIS/QUALITY CONTROL (QA/QC) APPROACH

Ardurra's thorough and vetted QA/QC process ensures our projects will be reviewed for conformance to District Standards, good design practices, and constructability, that comments will be incorporated, and that QA/QC comments will be backchecked. In addition, we include construction management and inspection professionals with specific knowledge in trenchless rehabilitation in our QA/QC team to perform a constructability review. This review is seamless with the QA/QC process and helps minimize change orders and keep the project on budget and on schedule.

ALL project deliverables will be reviewed through Ardurra's interdepartmental QA/QC process.

SCOPE OF WORK

Ardurra proposes the following exceptions to the scope of work as proposed in the Camino Del Norte Sewer Extension Request for Proposal.

- Eliminate 30% design submittal. In lieu of a full design submittal the PDR will be completed with an figure documenting the proposed preferred alignment.
- Revise Geotechnical borings to three, one at the beginning of the proposed alignment, one at the end, and one at the midway point (approximately every 600').
- Eliminate potholing. The area proposed for improvement is unimproved, and the proposed sewer is expected to be deep compared to dry utilities. If utilities are identified that need potholing during preliminary design Ardurra will make potholing recommendations and provide a scope and fee for potholing.
- Eliminate 60% submittal. The proposed project is expected to comprise two plan and profile sheets at 40 scale. In addition, the District's standards for basic sewer construction is well defined. Proceeding directly to 90% would streamline design cost and schedule while still allowing a robust design submittal approach.

PROJECT SCHEDULE
City of Lake Elsinore
Camino Del Norte Sewer Extension



ID	Task Name	Duration	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023
			Oct	Jan	Apr
1	PROJECT	135 days			
2	Project NTP	0 days	10/4		
3	Task 1 - Project Review	15 days			
4	Task 2 - KO and Progress Meetings	0 days	10/4		
5	KO Meeting	0 days	KO Meeting		
6	Task 4 - Surveying Services	45 days	12/8		
7	Task 5 - Geotechnical	75 days			
8	Draft Geotechnical Report	60 days	1/4		
9	City/District Review	3 wks		1/25	
10	Final Geotechnical Report	0 days		1/25	
11	Task 3 - Preliminary Design and 30% Plan	125 days			
12	Data Collection	30 days	11/15		
13	Utility Mapping	3 days	12/13		
14	Draft PDR	4 wks		1/11	
15	City/District Review/Progress Meeting	3 wks		2/1	
16	Final PDR	3 wks		2/22	
17	CEQA Initial Study	30 days			4/5
18	Task 8 - 90% Submittal	30 days			
19	90% Submittal	3 wks		3/15	
20	City/District Review/Progress Meeting	3 wks			4/5
21	90% Design Complete	0 days			4/5
22	Task 9 - Final Submittal	10 days			
23	Final Submittal	2 wks			4/19
24	Design Phase Complete	0 days			4/19

FEE SCHEDULE
CITY OF LAKE ELSINORE

Task/ Subtask	Task/Subtask Description	Principal	QA/QC	Project Manager	Engineer II	Admin	Subtask Labor Hours	Subtask Labor Cost	Direct Cost	Subcontractor Survey Cozad & Fox	Subcontractor Utility Potholing USI	Subcontractor Geotechnical Ninyo & Moore	Total Subcontract incl 5% MU	Total Cost
		A. Czajkowski \$290	D. Salgado \$250	J. Fagnant \$240	A. Silva \$160	H. Hook \$105								
TASK 1 PROJECT REVIEW														\$2,210
1.1	General			4			4	\$960						\$960
1.2	Permits			2			2	\$480						\$480
1.3	Environmental	1		2			3	\$770						\$770
TASK 2 KICK-OFF AND PROGRESS MEETINGS														\$4,330
	Kick-Off Meeting	1	1	2			4	\$1,020	\$250					\$1,270
	Progress Meetings (3 total)	3	3	6			12	\$3,060						\$3,060
TASK 3 PRELIMINARY DESIGN AND 30% PLANS														\$12,680
	Data Collection				4	16	20	\$2,320						\$2,320
	Utility Mapping				10		10	\$1,600						\$1,600
	Pipe Materials Options			2	4		6	\$1,120						\$1,120
	Draft PDR			4	16	4	24	\$3,940	\$200					\$4,140
	Final PDR			4	12	4	20	\$3,300	\$200					\$3,500
TASK 4 SURVEYING SERVICES														\$15,894
	Surveying and Mapping			2			2	\$480		\$14,680			\$15,414	\$15,894
TASK 5 GEOTECHNICAL														\$28,925
	Geotechnical Investigations (7 total)			2			2	\$480	\$200			\$26,900	\$28,245	\$28,925
TASK 8 90% SUBMITTAL														\$14,300
	Permit Coordination			2	12		14	\$2,400						\$2,400
	Plans (2 plan/profile sheets)	1		8	20		29	\$5,410						\$5,410
	Technical Specifications	1		10		8	19	\$3,530						\$3,530
	Cost Estimate			2	4		6	\$1,120						\$1,120
	Calculations				4		4	\$640						\$640
	Deliverable			2		4	6	\$900	\$300					\$1,200
TASK 9 FINAL SUBMITTAL														\$10,540
	Plans (2 plan/profile sheets)	1		8	16		25	\$4,770						\$4,770
	Technical Specifications	1		8		8	17	\$3,050						\$3,050
	Cost Estimate			1	4		5	\$880						\$880
	Calculations				4		4	\$640						\$640
	Deliverable			2		4	6	\$900	\$300					\$1,200
TASK 10 BIDDING SERVICES														\$1,250
	Pre-Bid Meeting	1		2			3	\$770						\$770
	RFIs (3 total)							\$0						\$0
	Addenda (1 total)			1			1	\$240						\$240
	Conformed Set			1			1	\$240						\$240
TASK 11 RECORD DRAWINGS														\$2,970
	Prepare record drawings				16		16	\$2,560						\$2,560
	Deliverable					2	2	\$210	\$200					\$410
TASK 12 ENGINEERING SERVICES DURING CONSTRUCTION														\$12,670
	Preconstruction meeting	1		2			3	\$770	\$200					\$970
	Submittals (30 total)				30	12	42	\$6,060						\$6,060
	Construction progress meetings (4 total)	4		4			8	\$2,120						\$2,120
	Change orders (2 total)			2	4		6	\$1,120						\$1,120
	Request for Information			2	12		14	\$2,400						\$2,400
TASK 13 QA/QC AND PROJECT ADMINISTRATION														\$13,410
	QA/QC	4	16	8			28	\$7,080						\$7,080
	Response to Comments			4		2	6	\$1,170						\$1,170
	Monthly Progress Reports			4			4	\$960						\$960
	Project Schedule			4			4	\$960						\$960
	Billing and Invoicing			10		8	18	\$3,240						\$3,240
Subtotal Hours		19	20	117	172	72	400							
Subtotal Fee		\$5,510	\$5,000	\$28,080	\$27,520	\$7,560		\$73,670	\$1,850	\$14,680	\$0	\$26,900	\$43,659	\$119,179

TOTAL NOT-TO-EXCEED FEE: \$119,179

ARDURRA-01

KGODWIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2022

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Company A(XV)		20508
	INSURER B : National Fire Insurance Company of Hartford A(XV)		20478
	INSURER C : Continental Insurance Company A(XV)		35289
	INSURER D : National Fire & Marine Insurance Company		20079
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075640222	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <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			6075640236	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6075640270	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6075640253	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			42-EPP-306878-04	1/1/2022	1/1/2023	Per Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ALL PROJECTS/OPERATIONS

The City of Lake Elsinore, CA is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers' Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

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

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: ARDURRA GROUP, INC.
Business Location: 14271 DANIELSON ST
POWAY, CA 92064-8818
Owner Name(s): .

ARDURRA GROUP, INC.
4921 MEMORIAL HWY STE 300
TAMPA, FL 33634-7507

CITY OF LAKE ELSINORE

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

BUSINESS LICENSE NO. 027174
Business Type: CONSULTING SERVICES

Description: PROVIDING ENGINEERING AND
CONSULTING SERVICES

Issue Date: 9/29/2022 **Expiration Date:** 9/30/2023

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

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE