

AGREEMENT FOR PROFESSIONAL SERVICES

Engineering Resources of Southern California

Plan Check Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of June 27, 2023, by and between the City of Lake Elsinore, a municipal corporation ("City") and Engineering Resources of Southern California, Inc., a corporation ("Consultant").

RECITALS

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

Plan Check Services

B. Consultant has submitted to City a proposal, dated March 24, 2023, 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. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and

ending June 30, 2026. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultant's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's annual compensation exceed two hundred thousand dollars and no cents (\$200,000.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of

law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

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

i. Workers' Compensation 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: Engineering Resources of Southern California, Inc.
Attn: Matt Brudin
1861 W. Redlands Blvd.
Redlands, CA 92373

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"

Engineering Resources of Southern California, Inc., a Corporation

City Manager

By: Matt Brudin, P.E.
Its: Principal in Charge

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]



Proposal for Plan Check Services - Engineering Department

Submitted: March 24, 2023





March 24, 2023

City of Lake Elsinore
Engineering Department
130 South Main Street
Lake Elsinore, California, 92530

Local Office:
41593 Winchester Rd., Ste. 200
Temecula, CA 92590
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
John M. Brudin, PE
Principal in Charge
(909) 890-1255 x103
matt@erscinc.com

RE: Proposal for Plan Check Services - Engineering Department

Dear Members of the Selection Committee,

Engineering Resources of Southern California (ERSC) is pleased to have the opportunity to submit our proposal to the City of Lake Elsinore (City) as a qualified, experienced consultant to provide Plan Check Services for the Engineering Department (Project). Based on our review of the RFP and years of experience providing plan check services to the City and local agencies, we thoroughly understand the City's requirements and unique development setting.

Understanding

As Lake Elsinore prepares to continue its growth as an exemplary community with deep roots in the region's history, City staff are assembling a qualified team to assist in managing that growth, including seeking the assistance of consulting plan check engineers.

Our team members bring in-depth knowledge of the policies and procedures unique to Lake Elsinore. We have crafted our proposal to highlight our expertise and knowledge of local procedures and the challenges in delivering outstanding service to Lake Elsinore's staff, citizens, and stakeholders.

Lake Elsinore's Engineering Resource

ERSC was founded in 1996 to provide engineering services to the public sector. The firm has delivered Plan Checking, Civil Engineering Design, Surveying, and CM/Inspection Services to numerous Cities throughout Southern California for 27 years, including the City of Lake Elsinore. Being local to the Inland Empire, ERSC maintains working relationships and valuable experience in differing design criteria and various departments of the region's diverse public agencies.

Our proposed team has served Lake Elsinore for the entirety of our contract period and built lasting relationships with the staff, local stakeholders, and the construction professionals poised to shape the City's future. ERSC's goal is to maintain the continuity of our knowledge of Lake Elsinore's current projects, processes, and standards to avoid interruption of service to fast-paced efforts.

Key Personnel

Matt Brudin, PE, will continue to act as ERSC's Principal in Charge, guiding our team with his 35 years of experience in municipal engineering, development processes, and construction management services. Joanna Rembis, PE, will support Matt as Project Manager and direct the day-to-day tasks necessary to deliver plan check assignments. Our key personnel have access to ERSC's 35 engineering and construction professionals located just minutes away in our Redlands and Temecula offices.

Outstanding Experience and Capabilities

ERSC's record of outstanding service spans decades. Our team's commitment to solidifying its reputation as a singular reliable source for municipal services never wavers. Public agencies know they can rely on ERSC, and as a result, we provide similar on-call services to multiple Cities and public agencies, including the City of Lake Elsinore. ERSC currently serves:

- City of Lake Elsinore - On-Call Plan Check Services
- City of Banning - Plan Check and Inspection Services
- City of Palm Springs – On-Call Civil Engineering Plan Check Services
- City of Beaumont - On-Call Plan Check, Inspection, and Engineering Design Services
- City of Rialto – On-Call Plan Checking Services
- EMWD - On-Call Land Surveyor and Document Review Services

Our capabilities fit well with the goals of the City. In addition to our vast experience, our team stands out by being:

- **Integrated** - ERSC's team is integrated with your processes and procedures to act as a seamless extension of City staff. Many of ERSC's project team have served the City and its stakeholders for over eight years. The City benefits from the continuity of knowledge in utilizing ERSC's services.
- **Experienced** - ERSC brings familiarity with municipal plan checking services and the special requirements pertaining to the City of Lake Elsinore and its various infrastructure, systems, staff, environment, governing bodies, stakeholders, and processes.
- **Advanced** - ERSC is experienced in electronic review, transmittal, and receipt of plan check project documents.
- **Nearby** - As a vendor local to Southwest Riverside County, ERSC's local office is in the nearby City of Temecula.

On behalf of our entire project team, I would like to thank Lake Elsinore staff for the opportunity to submit our proposal to continue



serving your City. Our team members will remain available throughout the evaluation period to answer any questions that arise. The individuals signing this document are authorized to bind ERSC in an agreement with the City of Lake Elsinore. This proposal and price presented herein are valid for a period of 120 days from the date of submittal.

If you have any questions regarding our proposal, please contact me at 909-890-1255 x103, or by email at matt@erscinc.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be "J. Brudin", with a horizontal line extending from the end of the signature.

John M. Brudin, PE
President



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Services Description





Project Understanding

ERSC understands that the City of Lake Elsinore intends to retain a professional team to support its plan review efforts for various private development and CIP projects proposed within City limits. The work includes assisting city staff in the plan and independent reviews of technical studies and reports related to onsite and offsite improvements for adherence to plans, specifications, standards, and safety guidelines.

These activities support the growth and future of communities. Interested parties invest a great deal of time and money upfront to build the communities and infrastructure that form a City. Our involvement helps guide a project to completion with the interests of the City and stakeholders in mind. As such, ERSC's goal is to protect these interests and steward projects to approval as efficiently as possible without undue cost or burden. This understanding of the plan check processes and dedication to optimum results is the foundation of our 27-year history of serving a vast client list.

ERSC and the City of Lake Elsinore

Our team's seven-year tenure providing plan check and miscellaneous design services in Lake Elsinore makes us uniquely familiar with the City's needs for this type of work. We have completed over 200 individual project-related reviews in that time, and some of our team members have served the City in both Plan Check and Design roles since 2016. As a result, we are proud to maintain a close-knit relationship with the City, its staff and procedures, and local developers and contractors.

Future and On-Going Development

New growth in the City spurred by favorable economic conditions over the past four years suggests that many related projects can be expected to progress. ERSC maintains electronic records of previously reviewed plans and significant infrastructure projects. We intend to offer the City continuity in knowledge, service, and records. Some of the significant projects for which ERSC is currently providing review of grading, improvement plans, special studies include:

- Alberhill Ranch TM28214
- South Shore TM36567
- Carydon at Mission Trail
- Terracina TM36557
- The Trails at Summerly TM31920
- Viscaya TM32008
- Ridgeline TM38008220
- Ramsgate TM37382
- Wasson TM37381

ERSC's extensive knowledge, correspondence, and documentation of projects currently in review assures that the City can expect a seamless transition to a new contract period.

Local Professional Community

In its 27 years of providing numerous services for cities and agencies across Southern California, our staff has reviewed plans prepared by a host of firms and local developers, many of whom have come to know our team well. Not only do we know what to expect from these engineers and contractors, but they also understand what to expect from ERSC.

Our processes are unwavering regardless of the party completing the work. Each project is held to the same objective requirements regardless of who may be conducting the work.

Special Considerations

Specific to the City of Lake Elsinore, ERSC has found that there are some special circumstances that may regularly impact plan checking of projects.

Standards and Codes

Private and public improvement plans submitted to ERSC for plan check will be evaluated based on numerous standards and codes. Documents guiding the plan check process include:

- Caltrans Highway Design Manual, Traffic Manual, Standard Specifications
- Riverside County Standard Plans
- Riverside County Flood Control and Water Conservation District Hydrology Manual and Design Guidelines
- California Manual of Uniform Traffic Control Devices (CAMUTCD)
- Greenbook Standard Plans and Specifications for Public Works Construction
- California Best Management Practices Handbook for storm water BMPs
- NPDES Municipal Separate Storm Sewer System (MS4) Permit

Services Description



- RCFCDD Drainage Master Plan
- Santa Ana Region Water Quality Management Plan Guidance & Template
- SWQCB General Permits – Construction, Scrap Metal, Industrial, etc.
- United States Army Corps of Engineers Lake Management Project Permit
- Lake Elsinore Encroachment Permit Application Package
- Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement
- Chapter 15.72 of the Lake Elsinore Municipal Code for Grading and Erosion Control
- Most recent edition of the California Building Code
- Chapter 15.64 & 15.68 of the Lake Elsinore Municipal Code for Flood Plain Management
- Chapter 16 of the Lake Elsinore Municipal Code for Subdivision Development
- Chapter 14.8 of the Lake Elsinore Municipal Code for Storm Water Management
- City General Plan and Specific Plans
- City General and Specific Plan Transportation Elements

Correspondence with Other Departments

ERSC has found coordination with other City Departments necessary in recent assignments. Specific to the City of Lake Elsinore will be the need to coordinate certain items with the departments such as Community Development for Planning items or Public Safety for Fire Department requirements in plan check.

Lake Elsinore

Lake Elsinore is the largest natural freshwater lake in Southern California. As the termination point of the San Jacinto River, the lake relies largely on rainfall with additional recycled water inflows from Elsinore Valley Municipal Water District treatment facilities. The lake is a valuable resource managed for recreational and environmental purposes. The City owns and operates many aspects of the lake, including an RV park, launch ramp, and aeration system. Army Corps of Engineers' coordination is expected in review of projects that impact the Waters of the United States, which include the lake and some tributary channels. ERSC will review projects in the City while keeping this valuable local resource in mind.

Unique Water Quality Management Plans (WQMP)

Water Quality Management Plan (WQMP) be prepared for all projects within the Region that meet the Priority Development Project categories and thresholds listed in the Water Quality Management Plan Guidance Document for the Santa Ana Region. Typically, a Project Specific WQMP will be seen twice during the approval process for any priority project. First, during the entitlement phase as a Preliminary WQMP (PWQMP), and again during the development of construction documents as a Final WQMP (FWQMP).

During the entitlement phase, the PWQMP is reviewed to ensure adequate planning and compliance with the Guidance Document, proper application of the hierarchy of LID Site Design Best Management Practices, and that funding, inspection, and long-term maintenance of the BMPs are considered and properly thought through. Additional consideration is given to certain nuances of the WQMP. The "50% Rule" and "Highest/Best Use" are built in where applicable.

Section 1.1.2 of the WQMP describes the requirement for projects where impervious surfaces are being removed and replaced or added to existing projects and how that project should address treating runoff generated on the replaced or new impervious surfaces. Further, Section 2.4.4 describes the need to avoid the use of infiltration-based BMPs for projects tributary to Lake Elsinore. In this case, the use of infiltration-based BMPs is considered counterproductive to the overall watershed goals, and therefore projects are required to treat and release onsite runoff.

For projects with a PWQMP, the review of the FWQMP is limited. Overall, the FWQMP will be reviewed to ensure conformance with the PWQMP, translation of the elements of the PWQMP into the final project, inclusion of the properly completed Owner's Certification, and that fully executed maintenance and transfer agreements are provided.

Elsinore Valley Municipal Water District (EVMWD)

EVMWD serves the areas within the City with potable, waste, and recycled water services. With the EVMWD's influence in the development of the City, ERSC will closely coordinate plan checking with the consideration of the District.

As a separate entity, EVMWD will be responsible for the review of Offsite Sewer, Water, and Recycled Water plans to their own requirements. ERSC recognizes that onsite sewer systems, water meters, hydrants, and other items will be reviewed as they impact a project's compatibility with City requirements.

Transportation Corridors

Interstate 15 and State Route 74 border or transect the City in various directions. Permitting by Caltrans is required for work performed in and adjacent to the State's right-of-way. ERSC has navigated Caltrans' process in numerous projects and will utilize this experience during the review of projects for the City of Elsinore.

Services Description



During past assignments, ERSC coordinated with Caltrans during widening and traffic signal modifications along Riverside Drive for the construction of the La Laguna RV Park.

Riverside County Flood Control and Water Conservation District (RCFCWCD)

The Riverside County Flood Control and Water Conservation District oversees the design and development and storm drain master plans and regional flood control facilities in Southwest Riverside County, including the City of Lake Elsinore. ERSC is currently a design consultant for the RCFCWCD and understands the agency's requirements.

Planning Documents

Development in numerous areas of the City is driven in part by the requirements of various specific plans. Specific Plans governing development in the City of Lake Elsinore include:

- Alberhill Ranch
- Alberhill Villages
- Canyon Creek/Summerhill
- Canyon Hills
- Canyon Hills Estates
- The Cape of Good Hope
- Cottage Lane
- The Diamond
- Downtown Elsinore
- East Lake
- Elsinore City Center
- La Laguna Estates
- Lakeshore Village
- Murdock Alberhill Ranch
- Nichols Ranch
- North Peak
- Outlet Center
- Ramsgate
- Spyglass Ranch
- Terracina
- Tuscany Hills
- The Village at Lakeshore

Existing development within the Specific Plans areas varies by location, and in some cases, implementation of the specific plan requirements may be driven by redevelopment. ERSC is currently involved in the implementation of large specific plans in the Cities of Chino, Rialto, Banning, and Palm Springs.

Digital Plan Checking

ERSC has been performing electronic plan checking for almost a decade. Our staff currently use Bluebeam REVU and ShareFile to serve the City of Lake Elsinore and are ready and able to adapt to any additional system that the City may elect to use.

Digital Markups

ERSC currently performs markups in a digital format for all plan checks. We receive documents through ERSC's electronic system and distribute them internally to an engineer. The review is then completed entirely in Bluebeam REVU, allowing for accurate scaling and detailed markups. ERSC also summarizes all comments in an itemized Word document and completes the checklists provided in the City's Design Manual. The entire package is then transmitted to the developer's engineer for revisions and to the City for internal use.

Electronic Transmittals

ERSC currently administers electronic transmittal of projects through our own internal ShareFile system. Each project for plan check is saved to ERSC networks and added to the ShareFile suite in project-specific folders. Next, ERSC sends an email containing both a link to download the project's plan check documents and a link for the engineer to upload revised documents for re-submittal. The ShareFile program is entirely web-based, so no additional software is needed.

Through this system, ERSC can provide the City and Design Engineer individual user access to redlined plans, plan check documents, and ERSC's plan check tracking information. This system is used in many of ERSC's current plan check assignments to reduce review times, eliminate costs associated with hand delivery, and establish transparency in the process for all parties.

Cost Estimate Review and Coordination

ERSC is attuned to the City's processes. In current assignments, we compare the first and last Cost Estimates to determine any additional fees and confirm the City receives payment. This value-added service also ensures that the City is collecting fees commensurate with proposed improvements proposed and has assisted in capturing tens of thousands of dollars in overlooked permit fees.

Scope of Services

ERSC has become well-versed in the many nuances that must be observed by anyone processing plans and studies for approval within the City of Lake Elsinore. Our staff will rely on numerous codes, guidance documents, checklists, and standards to complete each review. This section will summarize the methods used to review assigned documents thoroughly.

Plan Check Reference Material

ERSC staff will reference different guidance materials based on the scope of the assignment (e.g., State Subdivision Map Act, Standard Specifications for Public Works Construction, Americans with Disabilities Act requirements, and the California Building Code). Other facets of a particular project, such as water quality or traffic improvements, are governed by the Construction General Permit, MS4 Permit, WQMP guidance document, Manual on Uniform Traffic Control Devices, State of California Highway Design Manual, Caltrans Standard Specifications, Riverside County Flood Control Hydrology Manual, and the United States Army Corps of Engineers Permit requirements. Each is applied respectively and where applicable. In addition, local guidance documents such as the City Grading Notes for Improvement Plans, City Encroachment Permit Application Package, City Municipal Code, City General Plan, and Specific Plan Elements are also applied when appropriate. Conditions of Approval are also thoroughly reviewed and applied to each project.

Process Applicable to all Plans/Subdivision Maps/Studies

The below items are incorporated as applicable during the review of any plans, maps, and studies after assignment to ERSC for review.

- Review initial submittal package for completeness. Items frequently required include a title report, geotechnical report, and conditions of approval.
- Verify ownership, review aerials and photos, and review onsite/adjacent conditions. Verify drawing content, including title block, file number, RCE signature block, benchmark, and proper drafting technique. Verify compliance with Conditions of Approval. Verify general notes and content, construction notes, and quantities. Include project title, a list of utility companies with contact information, vicinity and index map, legal description, APN, site ownership, and addresses as applicable.
- Review engineering design principles, requirements, and industry-standard practices.
- Review special studies to ensure they are conceptually sound and meet City, County, and State Standards.

Process for Individual Improvement Plan Checking and Special Study Review

Following is an outline of items that ERSC staff utilize to review specific types of plans, maps, and studies and a list of commonly reviewed documents from our experience with the City. We can elaborate as requested if the evaluation committee members deem our proposal requires expansion on potential other assignments.

Rough, Precise, Mass Grading Plans

Verify conformance with geotechnical report; show boundary information, easements, and adjacent lot numbers; show street dimensions, existing utilities, sewer lateral and water meter; reference pad elevations to TTM and surrounding drainage; review and verify perimeter conditions; cross-reference with street and drainage plans and final map; verify compliance with California Building Code for grading and accessibility; verify minimum slope requirements and drainage control at top of slope; verify slopes, top of grate and invert elevations on drains; verify retention basin and BMPs, show building locations/setbacks; show critical elevations; verify conformance with FEMA requirements.

Street Plans and Alignment Review

Verify design speed, geometrics, and cross-section; show typical section with cross fall and dimensions; verify minimum/maximum street grades and cul-de-sac design; verify structural section (AC/Base); verify bearings, curve data (centerline and curb) and stationing; show stations/elevations at intersections, EC/BC and ECR/BCR; verify "join" elevations extend topography; show saw cut line and feathered paving; provide supplemental cross sections for widening; show driveway approaches and cross gutters; in the profile, show existing/proposed profile at centerline, curb left & right; show stations at begin/end construction, intersection, EC/BC and even stations; show slope, elevations at critical points and grade breaks; show the location, length, and PI for vertical curves; show projection and length of curb returns/verify design; profile "grade to drain" and show elevations.

Storm Drain Plans

Verify size and design flow per City's Master Plan, if applicable; design per Flood Control standards; verify alignment, geometrics, and stationing; show existing utilities (OH/UG); show catch basins, manholes/junction structures and inlet/outlet structures with details when required; show, obtain, and/or verify drainage easements; show invert elevations at inlet/outlet, structures, and grade breaks; verify design flow and street capacity with hydrology study; show HGL, flow rate, and velocity for main line and lateral; coordinate with hydraulic calculations; verify coordination with regulatory agencies as required. Storm drain plans will be checked against hydrology and hydraulic calculations.

Onsite Pipeline (Sewer, Water, Recycled) Plans

Location (new tract, ROW or easement); supporting documents (hydraulic models, geotechnical); sheet layout and contents per City requirements; stations and elevations at valves, fittings, manholes, laterals and fire hydrants; show all existing and proposed utilities and appurtenances; detail/callout connection/stub out points; verify depth appropriate for pipe size/location; verify line data; ensure

Services Description



looping provided as applicable; show pavement limits; show location of above and underground features; detail any necessary encasements at walls and medians; show meter/service location, separations, and size; show lot lines and numbers; verify hydrant/manhole/valve spacing, location, joints, sizes; verify DCDA spacing, location, joints, sizes; check elevations, slope, distances, stationing, size, materials, and crossings in profile; verify size per master plan; verify thrust restraint and AR/AV calculations; verify compliance with separation requirements; verify cross-connection requirements.

Final Parcel and Tract Maps

Verify overall format complies with Riverside County map manual; verify conformance with tentative map and conditions of approval; review and verify content of title report, vesting deed and Schedule B documents; verify content of title sheet and required certificates; verify dedications required by conditions of approval in owners' certificate and acceptance thereof; verify survey procedure including location/description of existing monuments, review and verify closure calculations; basis of bearings, and methods of re-establishing monuments; measured and record bearings, distances and curve data; lots and streets numbered and named, lot width and depth, street dimensions and radii and cul-de-sac and knuckle design; monumentation for streets and lots, centerline intersection, EC/BC and center of cul-de-sac, distinct boundary and lot corners.

Maps, Survey/Legal Documents

Check to assure compliance with applicable provisions of the State Subdivision Map Act, Land Surveyor's Act, City Municipal Code, Conditions of Approval and other City requirements, and all other applicable state statutes and local ordinances; review of map sheets for centerline control, lot closure calculations, mathematical accuracy, surveyor notes and symbols, monumentation per City Standards, and survey procedures; review of boundary retracement procedures and title reports; review of format statements and certificates; conformance to City's preferred format and layout; review legal description for accuracy and proper acknowledgment of record and easement documents; review and verify closure calculations, review plat for proper identification of R/W, lot lines, easements and location of existing structures and utilities.

Hydrology and Hydraulics Calculations

Verify compliance with Flood Control methods and City requirements; verify design criteria; review and verify critical design values; review and verify model input/output and content of hydrology map; and verify narrative content. For hydraulic calculations, verify mainline, lateral and catch basin design flow, review and verify model input/output; verify methods of analysis; review design methods of catch basins, hydraulic structures and outlet protection; review maximum velocity, junction losses, freeboard and outlet conditions; and verify hydraulic data on storm drain plans.

Water Quality Management Plans

Verify stormwater management requirements applicable to the project, source control/site design, pollutant controls and hydromodification management; review performance requirements for source control and site design BMPs, storm water pollutant control BMPs and hydromodification management BMPs. For a Standard WQMP verify project information and ownership, construction storm water BMPs, post construction source control BMPs and post construction site design BMPs. For Priority Development Projects, verify onsite pollutant control BMPs or combination BMPs, BMP selection process and BMP sizing necessary to meet stormwater pollutant control standards.

Special Traffic Studies, Impact Analysis, Scoping Letters

Confirm approval of scoping agreement; verify project characteristics; evaluate traffic forecasts and supporting data; review/verify existing conditions; review future conditions without the project including intersections and roadway segment analyses; review future conditions with the project including intersections and roadway segments analyses; review the transportation management plan; verify/review study intersections and roadway segments; review traffic forecasting for existing conditions, future growth, ambient growth, and related projects; review/verify future changes to the transportation network; verify methodology; and, verify trip generation and distribution.

Signing and Striping, Traffic Signal Plans

Review/verification of existing utilities, subsurface and overhead obstructions; construction notes and standard plan references; review pole locations, mast arm lengths; review/evaluate conduit layout and sizing, pull box locations; verify controller location and type, service connection, and pedestal location; review pole and equipment schedule, conductor schedule and phase diagram; verify location of loop detectors or video detection zones; review/verify directional and warning signage, street name signs (illuminated v. non illuminated); review and verify vehicle storage (que), striping, pavement markings, and advanced warnings. Review plans against current traffic engineering design standards, guidelines, and practices; City standards for street construction; City's Guidelines for Bicycle Facilities; adhere to the Caltrans Highway Design Manual, Caltrans Traffic Manual, CA MUCTD and Caltrans Standard Plans and Specifications.

Engineering Cost Estimates

Verify format adheres to City requirements; verify all information called out for construction is included; check quantities against plan; verify construction notes correspond; verify correct unit costs; ensure contingency included; provide civil engineer's stamp and signature.

Structural Review (Structures and Walls)

Review Geotechnical report and recommendations; review/verify design methods and assumptions; verify design criteria (i.e., bearing

Services Description



pressure, passive pressure, wind loads); review and verify calculations and factor safety; verify footing dimensions, steel, and grout requirements; verify and evaluate existing/proposed improvements; verify field conditions and constraints; review/evaluate geotechnical data, limits of flooding; review alignment/geometry for compliance with accepted criteria, Caltrans requirements; review design and location/spacing of spread footings/pilings; review design and location of abutments and wing/retaining walls; evaluate drainage and drainage mitigation.

Erosion and Sediment Control Plans

Verify plan adheres to City requirements; verify WDID Number; verify perimeter protection; verify inlet protection; check BMPs with CASQA recommendations; verify retention basin and BMPs, show building locations/setbacks perimeter walls and retaining walls; verify stabilized construction entrance; verify equipment staging areas; verify materials storage areas; ensure offsite inlet protection where applicable.

Construction Detour Plans

Review plans against current traffic engineering design standards, guidelines, and practices; adhere to the Caltrans Highway Design Manual, Caltrans Traffic Manual, CA MUCTD, and Caltrans Standard Plans and Specifications; sign legend to be provided; review schedule and duration; ensure special provisions for schools and other facilities are met.

Street Light Plans and Voltage Drop Calculations

Verify conformance with the Standard Specifications for street lights, and drafting standards; verify location at intersections, along roadways, and placement within median islands; verify pole spacing and illumination requirements; verify pole height, mast arm length, and luminaire; verify foundation requirements and location, pedestal location, service points and availability of service; verify conduit layout, size, and material; verify circuit design; calculate voltage drop throughout system/circuit.

Soils Reports and Geotechnical Reports

Review and comment on private project geotechnical and geology reports including but not limited to soil stability, soil composition, liquefaction, compaction, foundations, etc.; review road structural calculations and any trench backfill recommendations; development of geotechnical and geology reports for limited special public projects, as well as peer review of geotechnical and geology reports; prepare review comments and conditions of approval of soils reports in a written format that is acceptable to the City; review responses to review comments provided by the developer's soils engineer; work with developer's soils engineer to resolve issues generated by review comments; attend meetings with the City, developers, builders, engineers, and consultants in a timely manner to resolve issues generated during the report review process or during construction; review soils reports submitted by the developer's soils engineer for proposed changes during grading; provide technical support to the City for geotechnical engineering and geologic related issues on an as-needed basis; provide grading inspection services on an as-needed basis to ensure compliance with City approved plans and standards.

Additional Services

ERSC is accustomed to providing certain additional assistance services as a part of Plan Check services. Some of the commonly provided services are outlined below.

City Surveyor

ERSC acts as City Surveyor for numerous Cities in the Southern California region. As such, Erik Howard PE, PLS, will continue to provide this service to the City of Lake Elsinore. ERSC's representative will sign and stamp maps on behalf of the City of Lake Elsinore.

Traffic/Transportation Engineering

Preparation of related plans, documents, and technical studies on the impact and mitigations related to traffic circulation in compliance with the City's TIA Guidelines.

STC will act as a subconsultant to ERSC's team, and its registered traffic engineers and transportation design personnel can field these tasks with compliance to all city and local requirements.

Project Review Schedule

The project schedule will be determined and maintained by the project applicant. The project review schedule shall be as stated in the RFP and as outlined below.

Submittal	Standard Plan Review	Plan Submittal
First Submittal	10 Working Days	Electronic
Subsequent Submittals	5 Working Days	

For expedited project review, the following schedule will apply.

Expedited Plan Review	Plan Pickup	Expediting Fee
50% of Standard Plan Review	As soon as possible.	150% of Standard Fee

Services Description



Work Flow Methodology

Comprehensive Electronic Record Keeping

All plan check information is saved on our network for access. Redlines, transmittals, emails, supporting documents, and tracking logs are all available to ERSC staff in a central location.

ERSC City of Lake Elsinore

Client Since: 2016
Current Contract Term: 7/1/2020 - 6/30/2023

City Contacts

PROJECT REVIEW SCHEDULE

Project/Document	Project/Document	Standard Review	Final/Submitted
Permit/Submit	5 Sheets / 4 Sheets +	5 / 15 Working Days	Business
Sub-Submittals	5 Sheets / 4 Sheets +	5 / 10 Working Days	Business

Standard Plan Review

Project/Document	Plan Review	Expedited Fee
Standard Plan Review	100%	100% Standard Fee

SIGNATURE BLOCK INFORMATION

Signature	Title
James Hally, PE	City Engineer
James Hally, PE	City Engineer/PE No. 63154
James Hally, PE	City Clerk

GENERAL PLAN CHECK NOTES

Date	Instruction/Note	City Staff	ERSC Staff
9/10/2020	MEMOS AND APPROVAL LETTERS: Address all memos and approval letters to Summer O'daly	Nicole McCalmont	CS
12/15/2020	RCE: Check RCE's at PCL and final to confirm original fees and any increase once approved, hold memos until increased amounts are collected by City and ERSC accounting updated		JR/CS
1/25/2021	Required Documents: When mailing documents for approval, all notarized originals and related certificates (or grant of assent) must be included with the approved exhibits. (Parcel Mergers, Indemnifications, Statements and Lot Line Adjustments)	James Patterson	JR

Plan Check Software & Bluebeam REVU

ERSC utilizes Bluebeam Review to perform all plan check redlines. The software facilitates clarity, precision, and speed in redlining plan check projects. ERSC has been utilizing Bluebeam in various capacities since 2017, with the complete migration of our team to the software in 2020.

We are aware of the City's efforts to implement Bluebeam Studio to transmit plans for corrections and documenting changes. ERSC will adapt to the City's preferred methods as implemented.

Comment Memo

As a part of the plan check process, ERSC summarizes all plan check comments in a memo format. Most frequently, our comments are summarized by sheet or section number and accompany the redlines with delivery. Some additional comments are occasionally included in the memos when requesting additional information or compliance with certain conditions of approval. The memo is compiled in word format to allow the engineer of record to reply to any ERSC comment.

Internal Tracking and Assignment

ERSC assigns plan checks to internal staff utilizing our dedicated plan review software platform. Plans are assigned to an engineer with the applicable due dates, notes, and other information. Upon review completion, the engineer will assign to QA/QC, who will review and add additional comments as necessary. When QA/QC is complete, the QA/QC will assign to admin staff for package and electronic delivery. This system allows ERSC to monitor status on a per-client and per-project basis to allow for adherence to established schedules and quality expectations.

Electronic Capabilities

ERSC provides successful electronic plan check delivery to most clients utilizing our internal Sharefile system. The current system facilitates delivery, receipt, and City access to files, developer restrictions to only their files, and notifications of uploads and deliveries. In addition, City staff have been provided credentials to access files as needed for their reference.

Task Order Accounting

ERSC is familiar with the accounting for charges in plan check projects on a task order basis. We utilize Deltek Ajera (ERP), a Financial Management System that tracks time and expenses in real time. Using ERP, ERSC assigns each task an individual phase number in the system using City's tracking/file information and the project name. Every hour logged on a time card is instantly reflected in our system.

This allows our project managers to control budgets as the project progresses. Upon invoicing, the City can reference each project's charges by its tracking/file information and the project name as well as an overall cost accounting for the billing period. Hours spent, billing rates, and overall charges by project and team member are all available for reference on each invoice and in the ERP system.

City of Chino Plan Check Tracker

20312 - TTM 20312-1, 2 AND 3 - FINAL (TRACT) MAP - PC3

Last changed yesterday by: Joanna Rembis

For review

Bucket: TRACT MAP | Progress: Not started | Priority: Medium

Start date: Start anytime | Due date: 04/03/2023 | Repeat: Does not repeat

Notes: Type a description or add notes here

Checklist 0 / 2

- ☐ TS DUE 4.4.23
- ☐ CITY DUE 4.5.23
- ☐ Add an item

Attachments: Add attachment

Comments: Type your message here

Send

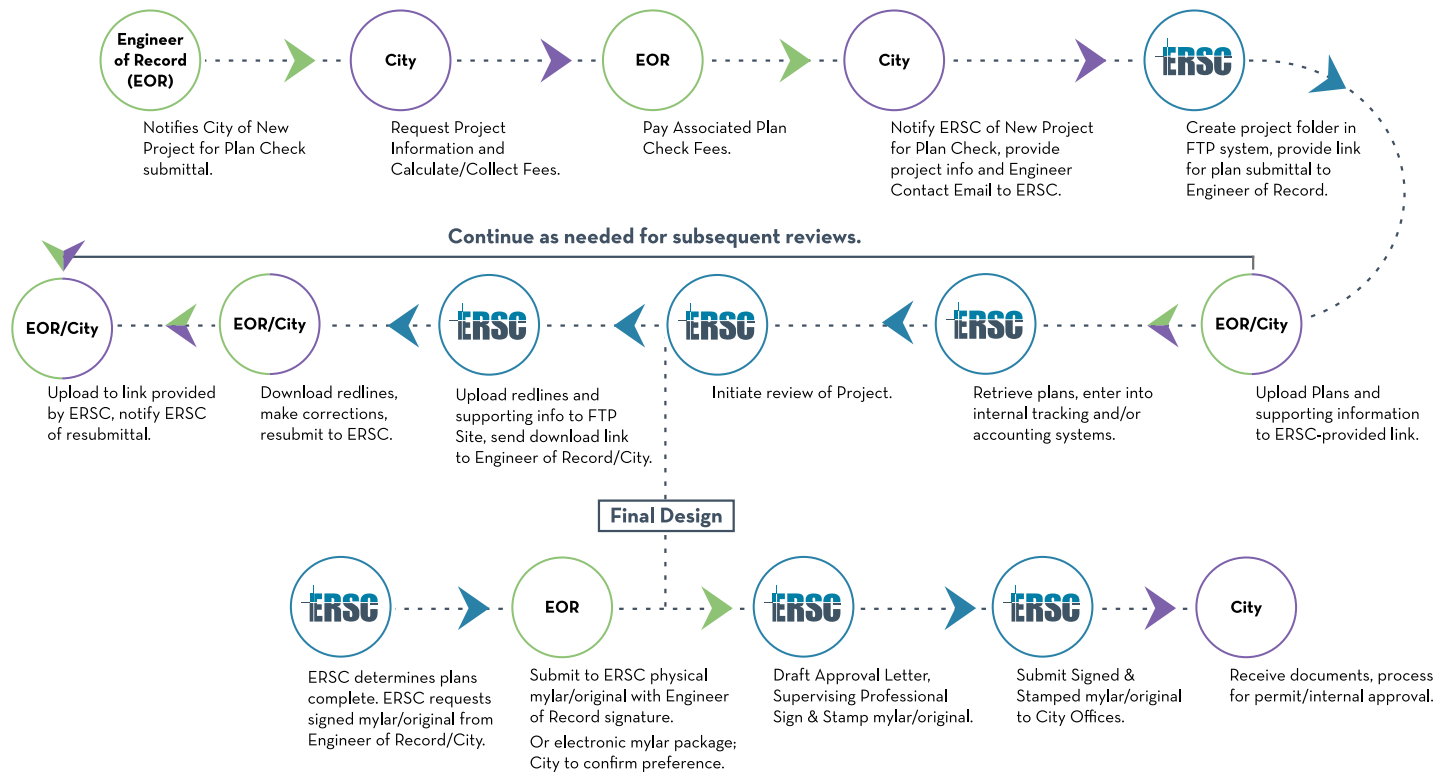
Joanna Rembis: Craig can you please review

March 23, 2023 12:28 PM

Tyler Shaw: EPR LINK: https://chino.eplansoftware.com/#/review/assignment/57647 project_id=1457&document_id=3682&documentVersion_id=5571&documentPageVersion_id=852

March 23, 2023 12:28 PM

ERSC Plan Check Process





Schedule of Fees



Schedule of Fees



The below provides information regarding ERSC's fees to perform Plan Checking Services in the City of Lake Elsinore. The below fees are intended to duplicate those in the RFP. ERSC currently works within the presented fee structure in the City and will be able to seamlessly transition to a new contract without interruption. We have also included ERSC's Schedule of Hourly Billing Rates to be applied during assignments that may require work on a time and materials basis.

I. Grading and Drainage Plans

Cubic Yards	Current City Grading Plan Check Fee	ERSC Fee	Expedited Fee
100 Cubic Yards or Less	\$200.00	85%	150% of Standard
101 – 1,000 Cubic Yards	\$220.00 for the first 100 cubic yards, plus \$50.00 for each additional 100 cubic yards or fraction thereof x 91%	85%	150% of Standard
1,001 – 10,000 Cubic Yards	\$670.00 for the first 1,000 cubic yards, plus \$50.00 for each additional 1,000 cubic yards or fraction thereof x 91%	85%	150% of Standard
10,001 – 100,000 Cubic Yards	\$1,120.00 for the first 10,000 cubic yards, plus \$190.00 for each additional 10,000 cubic yards or fraction thereof x 91%	85%	150% of Standard
100,001 – 400,000 Cubic Yards	\$2,830.00 for the first 100,000 cubic yards, plus \$110.00 for each additional 100,000 cubic yards or fraction thereof x 91%	85%	150% of Standard
Over 400,000 Cubic Yards	\$6,130.00 for the first 400,000 cubic yards, plus \$110.00 for each additional 100,000 cubic yards or fraction thereof x 91%	85%	150% of Standard
REVISIONS to approved plans	\$450.00 per sheet	85%	150% of Standard

II. Road, Street, and Utility Improvement Plans

Subdivision /Commercial Estimate	Current City Plan Check Fees	ERSC Fee	Expedited Fee
0-\$50,000	4.5%	85%	150% of Standard
\$50,000-\$300,000	4.0%	85%	150% of Standard
\$300,000-\$700,000	3.5%	85%	150% of Standard
\$700,000-\$1,000,000	3.0%	85%	150% of Standard
\$1,000,000 and greater	2.5%	85%	150% of Standard
Revised or Redesigned Public Works Improvement Plans	\$450 per sheet	85%	150% of Standard
Streetlights as separate plan check, Traffic Signing & Striping, Traffic Control, Haul Route Plans (as part of improvement plan set)	\$450 per sheet	85%	150% of Standard
Traffic Control as part of encroachment permit application (11x17)	Per hour rate for review	Per attached rate sheet.	150% of Standard
Non Subdivision-Single Family Residential	Current City Plan Check Fees	ERSC Fee	Expedited Fee
Public Works Improvement Plans-Based On Engineer's Estimate	7.5%	85%	150% of Standard

III. Other Plan Checks

Other Plan Checks	Current City Plan Check Fees	ERSC Fees	Expedited Fee
Final Tract Map	\$1,700 + \$55 per lot	85%	150% of Standard
Parcel Map	\$1,600 + \$45 per lot	85%	150% of Standard
Redesigned Tract/Parcel Maps in Process	\$450 per sheet	85%	150% of Standard
Revised Approved Tract/Parcel Maps	\$450 per sheet	85%	150% of Standard
Lot Line Adjustments-Two Lots Only	\$400	85%	150% of Standard
Lot Line Adjustment-More than two lots	\$500 + \$55 per lot	85%	150% of Standard
Dedication: Easement, Right of Way	\$440	85%	150% of Standard
Certificate of Compliance	\$450	85%	150% of Standard
Parcel Merger	\$400 + \$25 per lot	85%	150% of Standard
Street Abandonment/Vacation	\$1,100	85%	150% of Standard
Certificate of Correction	\$450	85%	150% of Standard
Water Quality Management Plan (WQMP) Review - PRELIMINARY	\$1,750	85%	150% of Standard
Water Quality Management Plan (WQMP) Review - FINAL	\$1,750	85%	150% of Standard
Hydraulic and Hydrology Report	\$1,200	85%	150% of Standard
Soils/Geotechnical Report	\$1,200	85%	150% of Standard



Professional Staff

President	\$285.00
Vice President.....	\$245.00
Sr. Principal Engineer.....	\$240.00
Principal Engineer.....	\$215.00
Assistant Principal Engineer	\$200.00
Engineer V	\$180.00
Engineer IV	\$165.00
Engineer III	\$150.00
Engineer II	\$135.00
Engineer I	\$120.00

Engineering Staff

Principal Engineering Associate.....	\$195.00
Senior Engineering Associate	\$175.00
Engineering Associate V	\$155.00
Engineering Associate IV	\$135.00
Engineering Associate III.....	\$125.00
Engineering Associate II.....	\$110.00
Engineering Associate I.....	\$105.00
Engineering Aide II	\$60.00
Engineering Aide I	\$55.00

Survey Staff and Services

Principal Surveyor.....	\$200.00
Senior Surveyor	\$165.00
Surveyor III	\$130.00
Surveyor II	\$115.00
Surveyor I	\$100.00
2-Man Survey Crew (Std Equipment/Truck)	\$300.00
1-Man Survey Crew (Std Equipment/Truck)	\$235.00
3rd Man on Survey Crew	\$130.00

Construction Support Staff

Construction Manager.....	\$200.00
Chief Construction Inspector.....	\$155.00
Sr. Construction Inspector	\$145.00
Construction Inspector.....	\$135.00
Inspector Overtime (Hours 8-12/Saturdays)	\$185.00
Inspector Overtime (Hours 12+/Sundays)	\$220.00

Administrative Staff

Operations Manager	\$110.00
Operations Specialist.....	\$95.00
Administrative Assistant II	\$85.00
Administrative Assistant I	\$75.00

Other Direct Expenses

Vehicle Mileage	\$0.70/Mile
Subconsultant.....	Cost + 20%
Reimbursable Expenses/Charges	Cost + 15%
Forensic Analysis	Standard Rate X 2
Expert Witness	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index- All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).



FEE SCHEDULE

<i>Executive/Management Classifications</i>	Hourly Rate
Principal-In-Charge	\$270
Senior Principal Manager	\$250
Principal Manager	\$230
Senior Project Manager	\$210
Project Manager	\$190
<i>Professional Engineering Classifications</i>	
Principal Engineer	\$220
Senior Project Engineer	\$200
Project Engineer	\$180
Associate Engineer	\$150
Assistant Engineer	\$120
<i>Professional Planning Classifications</i>	
Principal Planner	\$190
Senior Project Planner	\$170
Project Planner	\$150
Associate Planner	\$130
Assistant Planner	\$110
<i>Technical/Specialized Classifications</i>	
Senior Technical Specialist	\$200
Construction Manager	\$190
Project Technical Specialist	\$180
Construction Engineer/Inspector	\$170
<i>Other Classifications</i>	
Intern	\$90
Expert Witness	\$350

STC Traffic is a local business and there are no direct costs for mileage.

Outsourced reimbursable expenses such as printing and reproduction, deliveries and overnight shipping, computerized plotting, materials, etc., will be charged to the client at the consultant's cost without mark-up.



EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]