AGREEMENT FOR PROFESSIONAL SERVICES

Michael Baker International, Inc.

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 Michael Baker International, 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. <u>Scope of Services</u>. 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. <u>Time of Performance</u>.

a. <u>Time of Essence</u>. 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. <u>Performance Schedule</u>. 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. <u>Term.</u> 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. <u>Compensation</u>. 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. <u>Method of Payment</u>. 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. <u>Background Checks</u>. 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. <u>Suspension or Termination</u>.

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. <u>Plans, Studies, Documents</u>.

a. <u>Ownership of Documents</u>. 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. <u>Licensing of Intellectual Property</u>. 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. <u>Confidentiality</u>. 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. Nor shall such materials be disclosed to any person or entity not 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. <u>Consultant's Books and Records</u>.

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. <u>Independent Contractor</u>.

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. <u>PERS Eligibility Indemnification</u>. 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. <u>Interests of Consultant</u>. 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. <u>Professional Ability of Consultant</u>. 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. <u>Compliance with Laws</u>.

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. <u>Licenses</u>. 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. <u>Indemnity</u>. 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. <u>Insurance Requirements</u>.

a. <u>Insurance</u>. 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. <u>General Liability Coverage</u>. 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. <u>Automobile Liability Coverage</u>. 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. <u>Professional Liability Coverage</u>. 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 <u>annual</u> aggregate basis, or a combined single limit per occurrence basis.

b. <u>Endorsements</u>. 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. <u>Deductibles and Self-Insured Retentions</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Notices</u>. 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:	Michael Baker International, Inc. Attn: John D. Tanner III, PE 40810 County Center Drive, Suite 200 Temecula, CA 92591

18. <u>Assignment and Subcontracting</u>. 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. <u>Waiver</u>. 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. <u>Litigation Expenses and Attorneys' Fees</u>. 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. <u>Mediation</u>. 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. <u>Prohibited Interests</u>. 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. <u>Equal Opportunity Employment</u>. 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. <u>Prevailing Wages</u>. 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. <u>Severability</u>. 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. <u>Controlling Law Venue</u>. 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. <u>Authority to Enter Agreement</u>. 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. <u>Counterparts</u>. 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. <u>Entire Agreement; Incorporation; Conflict</u>. 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. <u>Amendments</u>. 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"

Michael Baker International, Inc., a Corporation

City Manager

By: John Tanner III, PE

Its: Vice President

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]



Statement of Qualifications



PLAN CHECK SERVICES

Michael Baker

INTERNATIONAL

We Make A Difference

Michael Baker

March 24, 2023

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

Re: Proposal for Plan Check Services for Engineering Department

Michael Baker International (Michael Baker) is excited at the opportunity to again support the City of Lake Elsinore (City) and are submitting this proposal as a response to the RFQ for "Plan Check Services for the Engineering Department." The City has a rich past that reaches over 135 years since its incorporation in 1888. Positioned along the Butterfield Stage Route, Lake Elsinore's City Hall is located just 16 miles from our Temecula office, where we have over 30 engineers, surveyors, and planners. The Michael Baker team is committed to the City to provide responsive service and will be within arm's reach of the City allowing for quick response times, and easy meeting coordination.

Introduction of the Firm

Working in Southwest Riverside County for over 35 years supporting our communities, Michael Baker is a leader in engineering, consulting, planning, technical, and professional services with a local focus and global expertise. Michael Baker has over 90 offices and 3,000 employees worldwide and offers a full continuum of innovative solutions in engineering, planning, survey, architectural, environmental, construction, program management and life cycle support, as well as information technology and communications services. The company provides comprehensive services in support of federal, state, and municipal governments.

Work provided for this contract with the City will be completed from Michael Baker's "TOPS" Region, or Temecula, Ontario and Palm Desert offices with technical support coming from throughout the region. Our Temecula office, which will be the primary office servicing the City, allows the team to provide a quick in-person response time. Additionally, during the pandemic, Michael Baker's staff worked from home for almost three years. Now that restrictions are lifting, staff are encouraged to work in the

YEAR FOUNDED: 1940

FORM OF ORGANIZATION: Private Corporation

LEGAL NAME OF FIRM: Michael Baker International

CONTACT INFORMATION:

Todd Pitner, PE, QSD/P 40810 County Center Drive, Ste 200 Temecula, CA 92591 Todd.Pitner@mbakerintl.com

CALIFORNIA DEPT. OF INDUSTRIAL RELATIONS #: PW-LR-1000631983

OFFICES: Locally: 9; Nationally: 90

EMPLOYEES: Locally: 526; Nationally: 3,000

SOUTHERN CALIFORNIA OFFICES & NUMBER OF EMPLOYEES: Temecula (35); Ontario (61); Palm Desert (22); Santa Ana (253); Los

Angeles (6); Long Beach (24); Camarillo (11); Carlsbad (42); San Diego (88)

environment most conducive to productivity – be that home or the office. We are proficient at providing efficient and seamless support to our clients through the variety of communication media commonly used, often resulting in more cost-effective meetings and services.

Summary of Qualifications

The Michael Baker Team brings elevated value to the City and efficiency to each task by emphasizing the consultant-client partnership and employing a complete-picture perspective. By convening the experience of our in-house engineers, environmental specialists, surveyors and construction management professionals, we can provide quality plan check services based on our experience with innovative solutions that consider the entire arc of a project, mitigate risk, save money and expedite delivery. In addition, we offer the City the following benefits:

- **Past Experience with the City** | Michael Baker has provided services for several projects in the Lake Elsinore Valley and surrounding communities, ensuring our understanding of staff needs and City policies, procedures, and design standards.
- Exceptionally Qualified Leader | Contract Manager/Main Point of Contact, Todd Pitner, brings 27 years of experience spanning all aspects of engineering for a wide variety of public works projects. As Manager of this contract, Todd has served as the Project Manager for multiple agencies, during which he has gained

invaluable experience working with clients and managing public expectations. Todd brings unique experience and understands the approval process from a local agency's point of view, an experience that few consultants have.

- **Rapid Response Times** | With a robust capacity of more than 500 local professionals (nationally 3,000+), Michael Baker has the resources and capacity to provide the City with continuous undisrupted service while performing multiple complex reviews simultaneously. Our staff knows how to meet demanding project schedules by pooling our resources from qualified staff throughout the region, to provide our clients responsive, insightful service and on-time performance.
- Multi-Discipline Capabilities & Depth of In-House Resources | Michael Baker team members provide a diverse range of
 experience in each of the disciplines required for this contract. Michael Baker can utilize the staff resources and skill sets of other
 offices within the firm as needed to support tasks or projects that may have compressed timelines. With this deep bench of
 resources, Michael Baker can provide the City with flexibility, quick response times, and the proven ability to modify any course of
 action to accommodate changing project needs.
- **Fully Committed Team** | Michael Baker is committed to providing the City the full-service resources available through a large firm combined with the high quality and personal attention expected of a regionally focused company. Our local knowledge, participation in community associations, and history providing professional services throughout Southern California gives us a distinct edge to serving the City in an effective manner.
- A Reputation for Being Good Neighbors | Because we specialize in public works and land development projects, we constantly
 interface with community groups, residents, and business and property owners throughout Southern California. We will work with
 the City to efficiently address stakeholder concerns; to publicize the projects impacting their neighborhoods, and that their opinions
 are considered.
- Capability and Commitment in a COVID-19 World | The Michael Baker Team has the capacity required to staff and successfully
 deliver plan checks under this contract. In today's COVID-19 world we have successfully transitioned to a virtual work environment.
 Since the pandemic began in March 2020, we have proven that we can effectively and efficiently serve our clients and deliver
 successful results. Throughout the past three years, Michael Baker has made significant investments in technology that have
 allowed our team to seamlessly work without barriers due to location.

This proposal is valid for a term of 120 days from the date of submittal. We look forward to continuing our dedication and support of the City, and we are fully committed to assisting with its continued success to "Dream Extreme."

Respectfully submitted,

MICHAEL BAKER INTERNATIONAL

John Tanner, PE, QSD/P Vice President

Todd Pitner, PE, QSD/P Contract/Project Manager



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Professional Services to be Provided

Michael Baker has the capability and experience to provide the following Plan Check Services:

- A thorough review of all plans, online resources, studies, and supporting documents is necessary to avoid unnecessary plan check cycles that compromise overall scheduling goals. This requires our approach to identify all relevant issues during the first core plan check. We have found through experience that investing additional time up front to perform a complete review makes the overall process to the finish line quicker and smoother for all parties.
- Plans, studies, and other supporting documents will be reviewed for conformance with general requirements described in City standards and examples, planning, and zoning interpretations, ordinances, construction codes, industry standards, and technical documents.
- All submitted plans and reports will be cross-checked for completeness and consistency of information and potential nonconformance with the approved Tentative Map and other provided documents.
- Plans, reports, and calculations will be reviewed for consistency with other applicable state and federal requirements such as the Uniform Building Code, ADA, FEMA National Floodplain Insurance Program, and International Building Code (IBC).
- We will confirm the status of required approvals and agreements with other reviewing agencies such as CEQA requirements, Riverside County, California Water Board, Caltrans, Army Corp of Engineers, and other stakeholders, including neighboring cities and/or private landowners.
- Where applicable, final maps will be reviewed to ascertain that signature omission letters and subordination agreements have been executed with the city, county, or other approval agencies.
- Michael Baker's team will review the submittal package for conformance with City standards and "accepted engineering practices," with special consideration to those issues that potentially impact health safety or private property. These issues might include existing non-conformities with sight distance, traffic safety, and flood-prone areas. Our team of experienced project managers and licensed engineers have an extensive project experience, blends design, and plans to check expertise. This unique combination of experiences allows us to identify complex issues that stretch beyond conformance with published standards. We will not mandate design decisions that the Engineer should make of Record.
- When requested by the City, Michael Baker's team will provide other engineering and/or transportation related professional services in the areas of Plan Checking and/or Development Review technical support.
- Michael Baker will sign maps in the capacity of City Surveyor.





References – Representative Contracts

To demonstrate our experience, Michael Baker has provided plan check services for regional agencies listed below:

- City of Banning
- City of Carlsbad
- City of Chino Hills
- City of Coachella
- City of Corona
- City of Indian Wells
- City of Lake Elsinore

- City of Menifee
- Metropolitan Water District
- City of Murrieta
- County of Orange
- City of Palm Desert
- City of Rancho Mirage
 - County of Riverside
 - County of Miverside

On-Call Plan Checking Services | Carlsbad, CA

Michael Baker provided professional engineering and land surveying plan check services on an as-needed basis.

Michael Baker reviewed plans, studies, calculations, maps, and supporting documents for conformance with state and local requirements and accepted practices. All plans were checked in accordance with the latest edition of the City's Project Engineer's Manual and Standards for Design Construction of Public Works Improvements in the City of Carlsbad.

Michael Baker staff provided reviews of improvement plans; grading and erosion control plans; final maps and parcel maps; water, sewer, and recycled water improvement plans; stormwater management plans (SWMP) and water pollution control plans (WPCP); and stormwater requirements applicability checklist for best management practices (BMP). This three-year contract allowed Michael Baker team members to function as an extension of City staff.

The team met all deadlines established by the City and therefore never incurred a late fee. Michael Baker's office location – just 2.4 miles from the City – helped meet these deadlines and facilitate response to same-day requests.

On-Call County-Wide NPDES Program | Riverside County, CA

Michael Baker holds an on-call contract to provide assistance with implementation of the Riverside County Transportation Department's (RCTD) NPDES program. Tasks include construction site inspection for construction general permit compliance on Caltrans oversight projects and non-Caltrans projects; SWPPP review, including redlines, specific comments, and assistance to RCTD staff in developing a document review procedure including plan-check of water quality management plans (WQMPs); best management practice (BMP) evaluation and recommendations for highway and roadway sites; post-construction BMP selection and design, including WQMP development; development and delivery of extensive



CGP and MS4 compliance training for RCTD plan checkers and inspectors; and creation of a central tracking database to manage all NPDESrelated documents, including MS4- and CGP-required inspections, monitoring, and implementation documents.

Jackson Street Widening Plan Check | Riverside County, CA

As part of an on-call agreement, Michael Baker provided project management-level civil plan review on behalf of the client partnered with the City of Indio to address traffic congestion, drainage deficiencies, and pedestrian and bicycle accommodations within the Jackson Street and Avenue 50 Intersection Improvement Project limits.



City of San Bernardino

- City of San Diego
- City of San Juan Capistrano

REFERENCE:

CITY OF CARLSBAD

1635 FARADAY AVENUE

CARLSBAD, CALIFORNIA 92008

DIRECTORY, GLEN VAN PESKI

FORMER COMMUNITY DEVELOPMENT

- City of San Diego
- City of San Marcos
- City of Upland
- City of Moreno Valley



The project included construction for roadway widening, traffic signals, storm drains, and improvements to bicycle lanes and sidewalks along Jackson Street from approximately 1,600 feet south of Avenue 52 to Avenue 49. Improvements also incorporated the improvements on Avenue 50 from approximately 700 feet west of Avenue 50 to the City of Coachella boundaries to the east and widening Avenue 52 from approximately 750 feet west of Jackson Street to approximately 2,000 feet east of Jackson Street.

On-Call Plan Check Services | Corona, CA

Michael Baker provided plan check review for development projects, including Sierra Bella, Arantine Hills, Villages of Terrassa, Montecito, and Encanto Apartments. Task orders included reviews of plan-check submittals for various apartment development plans for compliance with city codes, policies, project conditions of approval, and applicable federal and state requirements. The team also provided review of water quality and drainage aspects for the proposed developments. The Arantine Hills project included review of a future RCFCD facility, and the plan check was completed in coordination with the district.

Traffic Engineering Plan Checking | Murrieta, CA

Michael Baker is currently providing plan checking services to the City of Murrieta. Services include: traffic engineering plan checking to ensure compliance with City, County and State standards; and plan review including signing and striping plans, stage construction/traffic handling plans, and traffic signal plans. In addition, Michael Baker is providing assistance in the preparation signal timing plans.

Currently, Michael Baker is working closely with City staff to develop standard procedures and guidelines for traffic plans and specifications. Also, Michael Baker is involved in reviewing construction cost estimates associated to these projects.

Reference: City of Corona | 400 South Vicentia Avenue, Corona, California 92882 Michele Hindersinn, PE, Senior Engineer | 951-739-4951 Michele.hindersinn@coronaca.gov

REFERENCE: CITY OF MURRIETA | 1 TOWN SQUARE MURRIETA, CALIFORNIA 92562 BOB MOEHLING | 951-461-6036

Michael Baker maintains a project status matrix that includes the project name, type of plans and submittal dates. This matrix is constantly updated to facilitate the review process.

Engineering and Traffic Signal Management Services | Menifee, CA

Michael Baker provided traffic engineering and transportation planning services to the City of Menifee. Michael Baker provided an on-site traffic engineer who served and represented the City, interfacing with the public, staff, community groups, contractors, inspectors, engineers and other governmental agencies. Services included:

- Review traffic, parking, and circulation along elementary and middle schools and provide recommendations for improvements
- Review traffic, off-site parking and circulation at San Jacinto Community College and provide recommendations for improvements
- Address citizens' complaints
- Prepare work orders and associated design plans for City's maintenance staff
- Review traffic and parking studies and assist City staff in the development of engineering and development polices, regulations and ordinances in relation to traffic analysis; review site plans and prepare "Conditions of Approval" for proposed developments
- Review signing and striping plans, traffic signal plans, and stage construction / traffic handling plans for various projects
- Prepare and implemented traffic signal timing plans
- Provide construction support for various projects







In addition, Michael Baker worked closely with City staff to develop standard procedures and guidelines for traffic plans and specifications. Also, Michael Baker was involved in reviewing construction cost estimates, specifications and all traffic plans for City Improvement Projects.

On-Call Surveying and Mapping Services | County of Riverside, CA

Michael Baker is currently providing on-call services to the County Surveyors Office that include map checking for Tract Maps, Parcel Maps, Records of Surveys, and Corner records according to the Riverside County Map Preparation Manual and compliance to the Professional Land Surveyors Act.

On-Call Engineering | Palm Desert, CA

Michael Baker is currently contracted with the City of Palm Desert to provide City on-call City Engineer services over both the Public Works/CIP Division and Land Development Division of the Engineering Department. Work includes the review of Engineering plans for developments within the City, as well as oversight and administration of the City's current Capital Improvement Projects.

In addition, Michael Baker has been providing City Surveyor services. Michael Baker regularly reviews and approves all Tract Maps, Parcel Maps, Parcel Map Waivers and supporting survey or mapping documents submitted to the City for compliance with

the Subdivision Map Act, the Professional Land Surveyors Act and City Ordinances. Additionally, Michael Baker has provided survey and mapping services including Parcel Map preparation for the Civic Center, San Pablo Avenue, right-of-way and temporary construction easements, and high-accuracy control work to rehabilitate survey monumentation for public streets on numerous Capital Improvement Projects within the City of Palm Desert. Work includes record research, initial boundary and control surveys, right of way and realignment surveys as well as replacing horizontal and vertical survey control monuments and filing appropriate documents with various agencies.

On-Call Surveying and Mapping Services | *County of Orange, CA*

Michael Baker is currently providing on-call services to the County of Orange for map checking of Subdivision maps. This service includes review of the boundary reestablishment for compliance with the PLS Act and Boundary Establishment Case Laws, variety of civil code clauses (such as Public Resource code) and Local Ordinances, review of the map content for compliance with the Subdivision Map act, Local Ordinances, Tentative Map Conditions of Approval and Recording Requirements. This work includes review of title documents, easement documents, technical review of maps and recommendations for approval.

Engineering and Survey Plan Checking | Murrieta, CA

Michael Baker is currently providing plan checking services to the City of Murrieta. Services include: Reviewing Engineering Plans, Reviewing Parcel and Tract Maps to ensure compliance with City, County and State standards; and reviewing legal descriptions and plats for easements and lot line adjustments.

Currently, Michael Baker is working closely with City staff to develop standard procedures and guidelines for traffic plans and specifications. Also, Michael Baker is involved in reviewing construction cost estimates associated to these projects.

REFERENCE: City of Murrieta | 1 Town Square Murrieta, California 92562 Bob Moehling | 951-461-6036

Michael Baker maintains a project status matrix that includes the project name, type of plans and submittal dates. This matrix is constantly updated to facilitate the review process.



REFERENCE: City of Palm Desert 73-510 Fred Waring Drive Palm Desert, California 92260 Randy Bowman | 760-346-0611

REFERENCE: County of Orange | 601 North Ross St Santa Ana, California 92701 Lily Sandberg, PLS | 714-967-0846



Comprehensive Planning Services | Eastvale, CA

Michael Baker provided comprehensive planning services this recently incorporated City in Western Riverside County.

Michael Baker served as the City's planning staff, providing current and advance planning processing, counter staffing, Planning Commission meeting facilitation; plan review; staff reports preparation; City functions participation; CEQA compliance and review; Tribes on SB18 and AB52 coordination; Western Riverside County Regional Conservation Authority (RCA) coordination for their Multiple Species



Habitat Conservation Plan (MSHCP); and special project work, such as preparation of the City's Economic Development website.

The Planning team routinely coordinated with the City Manager, City Attorney, Public Works team, and other key staff at the City. Project Examples include:

Eastvale Crossings – The project involved development of a WalMart shopping center. Staff processed the project application, conducted plan review, and oversaw the preparation of an EIR to satisfy CEQA.

Goodman Business Center – The project involved development of an industrial and business park. Staff processed the project application, conducted plan review, and oversaw conditions of approval for this phased project.

The Campus – The project involved development of an industrial park. Originally processed by the City, the Michael Baker team processed an application to modify the originally approved project. An EIR Addendum was prepared to evaluate the changes to the project.

Costco – The project involved development of a new commercial shopping center. Staff work to efficiently review and process project plans in time for a fall 2018 opening.

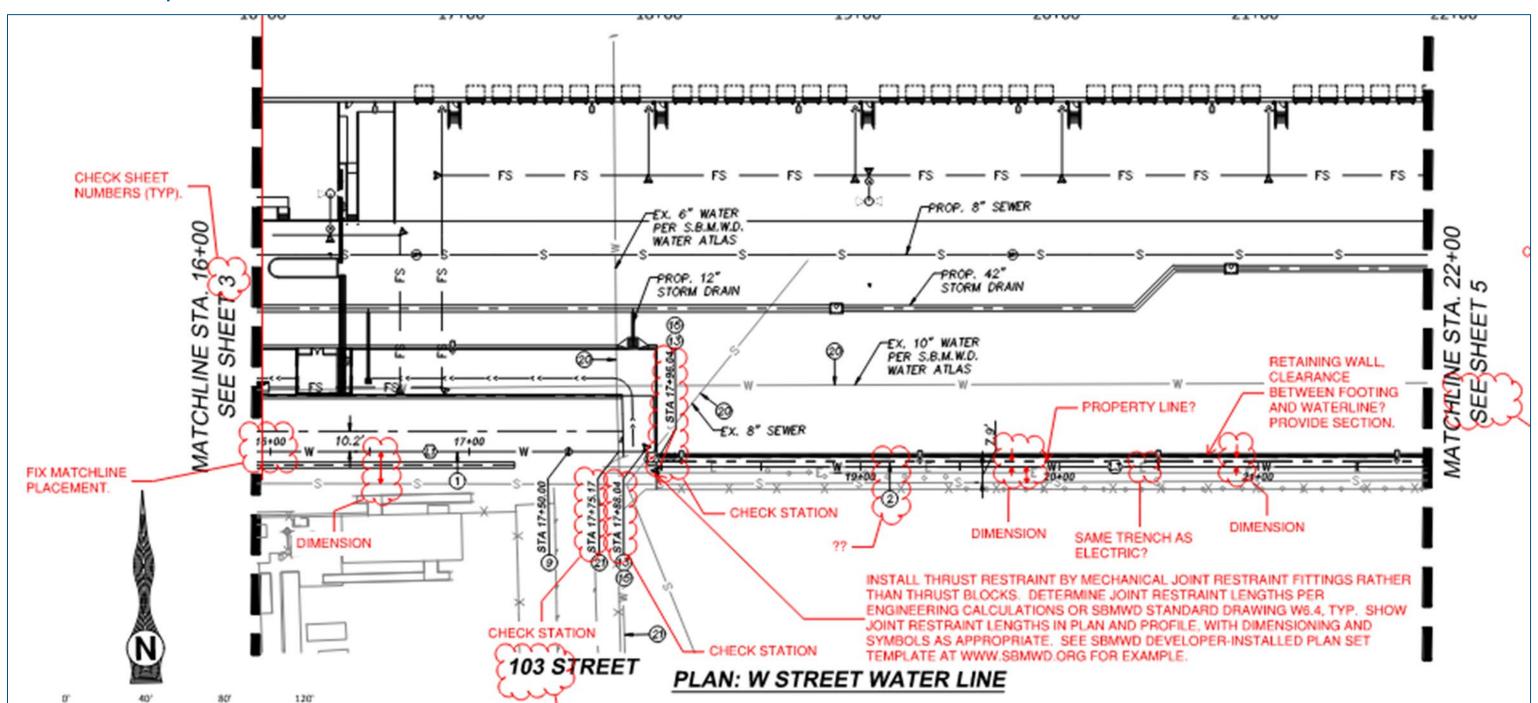
Lewis Retail Center – The project involved the development of a new retail and municipal center, including a government center and library. Michael Baker coordinated with the developer to process the appropriate entitlements, peer review technical reports, and oversee the preparation of an EIR.

Milliken Distribution Center – The project involved development of a new warehouse in the northern portion of the City. The planning team processed the project entitlements, coordinated with the RCA regarding potential impacts to Delhi sand flower-loving fly, conducted AB52 consultation, and prepared an IS-MND to satisfy project CEQA requirements.



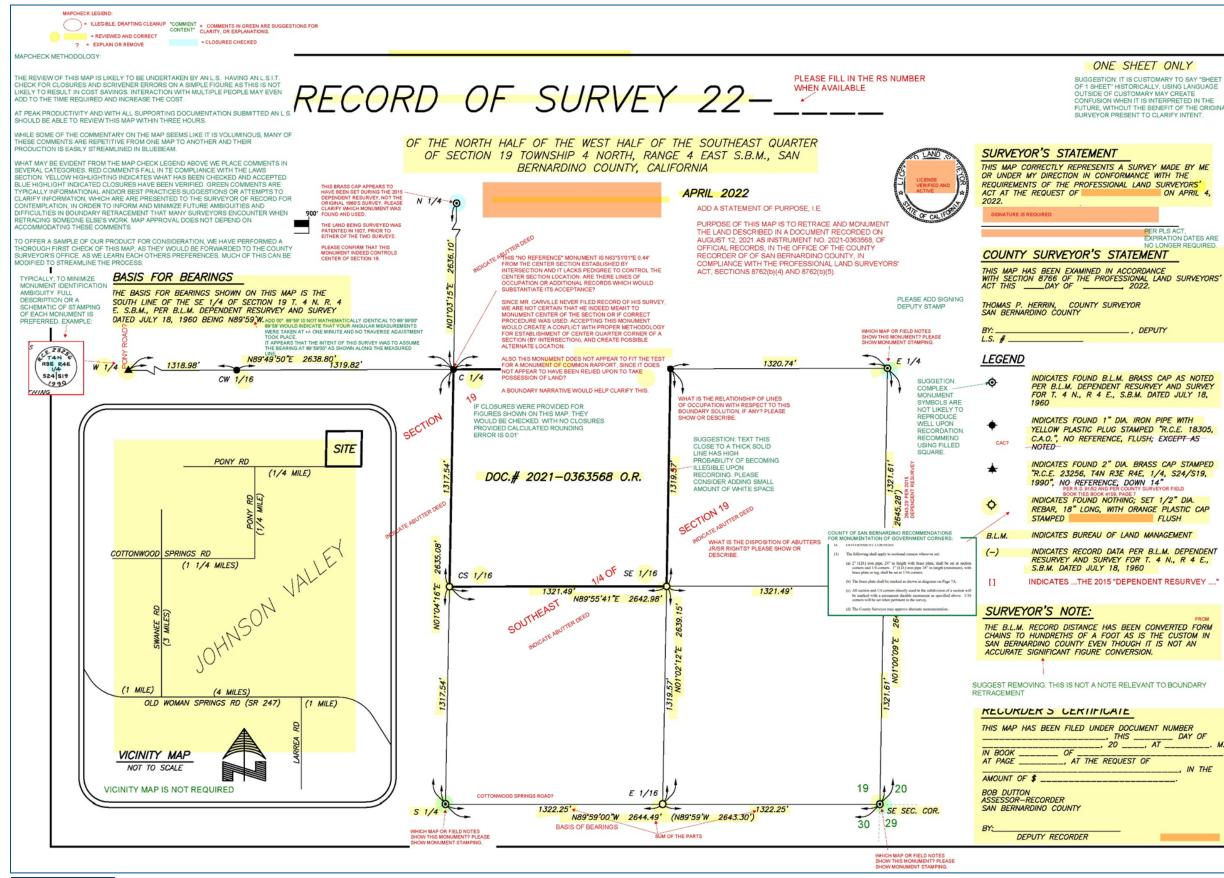


Proven Plan Review Experience

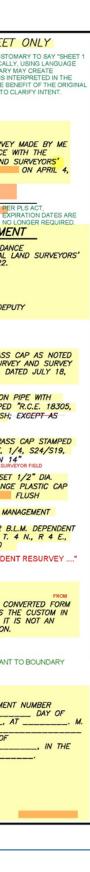








Michael Baker INTERNATIONAL





Plan Check Task Order Approach

Proposed Strategy

Michael Baker's professional staff has been providing plan checking services for over two decades in both the engineering and planning arenas. Michael Baker staff frequently uses both Adobe Acrobat Professional and Bluebeam PDF software products to review, track comments, and document revisions to construction drawings, reports, and other submittal documents. Michael Baker provides plan check services and has expertise and experience in nearly all categories listed in the Request for Qualifications. Our plan check services include:

- **Drainage Improvement Plans** •
- Hydrologic and Hydraulic Calculations
- Structural Calculations •
- Street Improvement Plans •
- Grading Plans & Erosion Control Plans •
- Water-Sewer Plans
- Final Subdivision Maps and Environmental . Constraint Sheets
- Adequacy of Right of Way and/or Easement • Requirements
- Signing and Striping Plans •
- Street Light Plans •

- **Traffic Signal Plans** •
- Traffic Control Plans •
- Covenants, Conditions and Restrictions (CC&Rs) .
- **Bonding Estimates** •
- CEQA Documents; Regulatory/Resource Agency • Permits; MSHCP Compliance Documents
- Water Quality Management Plans (WQMP) •
- **Encroachment Permits (EP)** •
- Geotechnical Reports •
- Storm Water Pollution Prevention Plans • (SWPPP)
- **Technical Specifications** •

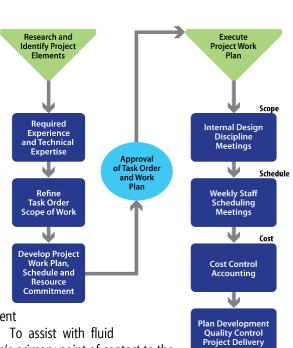
Michael Baker utilizes a multi-discipline team approach and state-of-the-art technology to serve our clients in the plan checking process. The firm is committed to providing the City the full-service resources available through a large firm combined with the high quality and personal attention expected of a regionally focused company. Our local knowledge, participation in community associations, and history providing professional services throughout Southern California gives us a distinct edge to serving the City in an effective manner.

Michael Baker also understands that Project demands can fluctuate resulting in additional or reduced deployment of staff. Michael Baker addresses this concern by having

multiple staff members with a wide variety of experience and availability to meet the demands. With our Southern California resources, our staff have the expertise and personnel to facilitate Task Order review of a large or small project Proposal Request depending on the needs of the project and the expectations of our clients.



Michael Baker employs a variety of cost control and budget methodologies for our plan checking services. It is our goal not to just staff the project as necessary but to staff it with the most qualified and appropriate personnel available. We also understand the need to work as efficiently as possible, and we will evaluate where forces are already being utilized and create efficiencies where possible so that we will meet or beat the target turn-around timeframe provided.



Mobilizing appropriate staff quickly is essential to the smooth commencement and progress of assigned plan checks. This requires a balanced management

approach that emphasizes streamlined communication and guality control. To assist with fluid communication between the City and the Team, Todd Pitner will act as the Team's primary point of contact to the



Task Order Flow Chart



City. Todd will evaluate each plan check request and, together with the City, identify the appropriate personnel for each assignment. Todd will then work closely with our proposed service area Leads (identified on our organizational Chart), who will manage individual assignments, clearly communicate assignments to their respective teams, and coordinate the flow of work from desk to desk, discipline to discipline, through delivery. Leads will be responsible for project oversight, budget and schedule monitoring, and overall product quality.

Commitment To Quality Control

Throughout each assignment, discipline leads will work directly with Todd to implement our in-house Quality Assurance/Quality Control Program. This process emphasizes quality control as a continuous process used on a daily basis as work proceeds throughout each assignment. By assigning control of the QA/QC process to a collaborative effort between Contract and discipline lead, we do our best to ensure each element of each plan check is held to a consistent and singularly quality standard.

Michael Baker's Quality Management Program has four major components: Quality Assurance; Quality Control; Schedule and Cost Control; and Project Wrap Up. This program is based on Total Quality Management (TQM) principals. The Quality Assurance component provides to the early prevention of errors and omissions. Ensuring quality starts with an assignment of the best qualified team and implementation of a plan that will manage quality throughout the life of the contract. The Principal and Quality Assurance Managers will work with the Contract Manager to:

- Ensure that our team understands the specific expectations and project objectives and will develop a project plan (budget and schedule) that will realistically meet those expectations and objectives.
- Review all work performed.
- Ensure on-time delivery of the appropriate documents at the appropriate milestone.



Understanding Of Various Tasks

In an attempt to address and show understanding of the disciplines that could be tapped under this contract, below are general summaries of Michael Baker's experience and qualifications as it relates to the various fields identified in the Request for Qualifications. Because we have performed these services for so many years, we know what to look for when plan checking.

STREETS/PAVEMENT/ADA

Roadway Design/Pavement Rehabilitation | Michael Baker's pavement rehabilitation and roadway design experience includes all phases of the roadway development process and all sizes of projects. The firm has guided many projects from the feasibility stage through preliminary and final design and on through construction.

ADA Compliance | As part of traffic improvement projects, existing access ramps, sidewalks, and driveway approaches may not be current with ADA compliance standards. Michael Baker routinely reviews current Title 24, ADA regulations to identify updates to standards. In addition, we are aware



of the current Caltrans changes to their ADA guidelines restricting gradients to less than the maximum ADA compliance standards. Michael Baker has designed hundreds of Caltrans-level ADA applications across the Inland Empire.





Traffic Signal Design | Traffic signal design for various agencies and private developers is one of Michael Baker's primary services. In the last 25 years, we have designed more than 2,000 signals and 500 signal communication systems for local municipalities and regional transportation planning agencies throughout California. Our team has prepared traffic signal, traffic signal modification, and traffic signal communication plans for various agencies including SBCTA, San Bernardino County, Riverside County, Caltrans Districts 7, 8, 11, and 12, and various cities throughout Southern California.

Signing/Striping, and Traffic Controls | Michael Baker will utilize Caltrans, County of San Bernardino Standard Plans and Specifications, CA MUTCD, ITE, and California Vehicle Code and industry policies and standards for the evaluation and analysis of intersections, roadways, bikeways, and the preparation of the specific traffic engineering design.

Traffic Signal System Design, Communication and Timing | Michael Baker's staff is highly experienced

in preparing traffic signal and timing plans. The timing of traffic signals should be developed to provide the optimal traffic flow for a specific intersection or corridor. To comply with the CA MUTCD, base parameter intervals must be calculated based on field measurements and County speed surveys. When developing optimal signal timing, special consideration must be given to time-of-day demands and holiday schedules. Coordination plans should be developed along corridors for peak periods, but coordination settings must be carefully monitored to ensure traffic flow is progressing, as desired. Michael Baker can use County traffic management software to make appropriate changes or provide recommendations for County staff to update signal timing.

Traffic Studies | Michael Baker's team will review and/or produce traffic studies as needed for the County. A standard workflow will be used for the review of any traffic VMT impact analysis to ensure all CEQA requirements are met. Additionally, we will utilize the correct HCM capacity analysis methodologies to calculate level of Service will be utilized for traffic operations studies. Left turn phasing, traffic signal analysis, and safety studies that meet all California Vehicle Code and CA MUTCD requirements can be produced to support County traffic improvement initiatives. The Michael Baker Team will utilize Traffic analysis programs such as Synchro with Simtraffic, Trutraffic, and VISSIM as appropriate to analyze conditions based on the County needs.

Construction Staging and Traffic Control and Detours | Michael Baker will provide detailed construction staging and traffic control planning specific to the anticipated construction improvements for the street rehabilitation projects. The construction improvements for the County will be staged to minimize impacts to vehicle, truck transit, bicyclist, and pedestrian traffic. Specific construction work areas will be protected from traffic in accordance to each construction stage, type of construction, and construction equipment that will be required within the work area. The construction stage areas will be designed to maximize lane usage for all traffic movements, maintain pedestrian and bicyclist access routes on local streets, and provide a safe workable area.

STRUCTURAL ENGINEERING

Michael Baker provides a wide range of Structural Engineering services including design of buildings; bridges; flood control facilities; water resources structures; retaining, sound, and security walls; and special structures. Projects completed by Michael Baker are designed under the supervision of State Licensed Structural Engineers. Examples of Michael Baker's structural engineering experience include:

Bridges | Michael Baker provides a full range of services from preliminary engineering and preparation of Advance Planning Studies through final design and preparation of Plans, Specifications, and Estimate (PS&E) packages. Bridges are designed to the latest edition of the AASHTO-LRFD Bridge Design Specifications including Caltrans supplements and modifications and incorporating local municipality requirements. To optimize the final design, Michael Baker utilizes the latest software developed specifically for bridge design including MIDAS Civil Bridge Finite Element Analysis, Xtract, LPILE, CTAbut, RetainPro, AASHTOWare BrR, and a large cache of licensed alternatives. Michael Baker's bridge design experience includes a wide variety of structure types and utilizes numerous construction methods and materials. Michael Baker also offers comprehensive bridge inspection, rehabilitation, and load rating services with local FHWA/NHI certified bridge safety inspectors holding SPRAT/IRATA rope access certifications for ease and cost-effective access to bridge elements without requiring expensive specialized equipment.







Flood Control Structures | Michael Baker has experience in the structural design of single- and multi-barrel box culverts, multi-plate arch culverts, box inlet structures, channel transition structures, rectangular channels, drop structures, drop inlet structures, energy dissipater and dam outlet structures (e.g. Prado Dam), and special box designs providing large access shafts for maintenance equipment.

Water Resources Structures | Michael Baker has designed pumping station buildings and equipment foundations, lift stations, water delivery system structures including blow-off structures and service connection structures (turnouts and metering vaults), circular pre-stressed concrete reservoirs, steel tanks, and equipment vaults.

Retaining/Sound/Security Walls | Michael Baker has extensive experience in the design of sound walls, security walls, and earth retaining structures including conventional spread- and pile-footing CIP concrete, mechanically stabilized earth (MSE), ground-anchor, soldier-pile, steel sheet pile, crib, masonry block, and timber trail retaining walls. Michael Baker's designs have utilized numerous construction methods and materials including geotextiles, cast-in-place concrete, shotcrete, masonry, and structural steel.

Special Structures | Michael Baker has design experience with pedestrian/equestrian trail and trail bridge, retaining wall, and erosion prevention structures; post-installed sail shade structures; scour countermeasure and foundation retrofit structures; seismic retrofit analysis and design of existing bridge and building structures; water-main and pump station retrofit structures; toll gantry seismic design; unique utility crossings; and other unique and innovative approaches to unusual structural challenges.

Storage/Facility Buildings | Michael Baker's staff of structural engineers and designers provides analysis, construction documents, and support during construction for new buildings as well as remodeled or rehabilitated structures. Extensive experience includes the design of multi-story buildings constructed of concrete, steel, masonry, and timber built for a variety of uses including hotels, restaurants, shopping centers, office buildings, schools, and industrial facilities. Michael Baker also provides structural engineering design and technical reports for the rehabilitation of existing structures required by current seismic code requirements, including the latest design guidelines.

HYDROLOGY AND HYDRAULICS

Storm Drain/Hydrology and Hydraulic Design | Michael Baker has planned and designed storm drainage and flood control facilities for public agencies and private developers throughout Southern California. The firm has prepared preliminary drainage studies for addressing such issues as dam inundation, flood hazards, NPDES/water quality issues, wetlands and similar issues. Michael Baker's specific drainage design capabilities include the preparation of storm drain master plans, sedimentation studies, engineering and economic feasibility studies, concept through construction drawings for storm drain pipelines, earthen dams and spillways, flood control channels, retention basins, and drainage pump stations. The firm is a leader in wetlands restoration and the reclamation of low-lying flood prone areas by designing appropriate flood protection facilities, utilizing the latest in computer programs available, including flood plain mapping, pipe and channel hydraulic analysis, hydrology calculations, drainage master planning, structural design programs for reinforced concrete pipe and rectangular channels, and cost estimating.

Urban Stormwater Engineering Design, Review & Inspection Services | Michael Baker has provided public clients with NPDES compliance services. Relevant experience includes site inspection, permit requirements interpretation, response to notices from regulators and annual reporting. Michael Baker has also developed municipal stormwater programs for various Southern California counties and cities. Michael Baker's Storm Water Quality capabilities include the development of surface water quality plans, research relative to BMP effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring.

Furthermore, Michael Baker has completed studies relative to BMP effectiveness and cost including prototype studies relative to operation and maintenance cost and capital costs evaluation for new construction and retrofit construction. Michael Baker has completed designs for various types of structural controls including natural detention and infiltration basins to structural BMPs such as Sand Filters and Multi-Chambered Treatment Trains.

Michael Baker has worked continuously with Caltrans for the past 15+ years, developing their storm water quality guidelines, conducting siting studies, initiating the Caltrans BMP Retrofit Pilot Program, launching statewide BMP retrofit projects, developing construction specifications, and refining their stormwater management systems.





ENVIRONMENTAL



As a leader in the environmental consulting field, Michael Baker offers an extensive array of services associated with environmental compliance and documentation. Michael Baker provides evaluation for the full range of environmental effects for all types of projects, including CEQA and NEPA documentation, air quality and health risk assessments, greenhouse gas analyses, noise studies, regulatory agency permitting, biological resources, visual assessments and photo simulations, traffic studies, drainage/water quality assessments, community/socioeconomic analyses, and biological mitigation/monitoring. Our environmental compliance

managers have a broad resume of project experience in urban communities and have worked on numerous complex projects requiring technical specialization, creative solutions, and development of effective and workable mitigation. We can confidently say that our environmental experience makes us primed to assist with any on-call request needed by the City.

Environmental documents prepared by Michael Baker address the full range of environmental and technical issues, with in-house specialists providing technical evaluation for traffic and transportation, flood control and drainage, air quality, climate change, noise, land use, socioeconomics, utilities and services, energy conservation, visual and aesthetic effects, relevant planning, Phase I hazardous materials, neighborhood and construction effects, landform modification, agricultural suitability and many other environmental issue areas. Michael Baker draws upon the profession's leading subconsultants for biological and cultural resources support to build a multi-disciplinary team of environmental analysts.

Michael Baker is one of only a handful of companies in the Inland Empire that can provide all engineering, survey, hydrology studies, land use planning, environmental planning, and technical services staff in-house. However, we believe that this on-call contract requires a careful balance of experience and cost to ensure that City's projects are completed in the most time and cost-efficient way possible. Our team knows how to adequately assess and scale the type of documentation needed to gain the necessary approvals. Where appropriate, we will recommend ways to reduce the regulatory and CEQA burden of a project and present the full range of compliance options to the City to support decision making. Our integrated services are described in detail below.

Technical Analysis and Peer Review Services | Often, as an extension of agency staff, we are asked to peer review studies submitted by applicants. Our in-house team of technical analysts and seasoned practitioners are available to the City to provide peer review services or prepare technical studies for City initiated projects, including:

- ✓ Air Quality, Greenhouse Gas, and Energy Analysis
- ✓ Noise Impact Assessments/Analyses

- Phase I Environmental Assessments
 Visual Impact Analysis
- ✓ Cultural Resources

✓ Traffic Analysis

SURVEY AND MAPPING

Land Surveying | Michael Baker survey personnel have performed complete project services, from initial design topography through final monumentation and construction staking on many varied public and private developments throughout the western U.S. All survey crews work under the direct supervision of a Licensed Land Surveyor registered in the State of California. Each survey crew is equipped with the latest survey equipment, state-of-the-art instruments, GNSS receivers and WiFi-enabled field computers. Field data collectors are wirelessly interfaced with our wide area network computer system and internet uplink to ensure accurate and timely information transfers. This means fast turnarounds for tightly scheduled projects. All survey vehicles are equipped with radios and cellular phones for efficient and effective response time. All field personnel have been trained in safety, cost and budget controls. Specific surveys include:

- ✓ Aerial Ground Control and Profiles
- ✓ Alta/ACSM Land Title Surveys
- ✓ Boundary Surveys/Boundary Analysis
- ✓ Cadastral Surveying
- ✓ Construction Surveying and Staking
- ✓ Final Plan/Map Preparation
- ✓ Geographic Information Systems (GIS)
- ✓ Topographic Mapping/Cross Sections
- ✓ Global Navigation Satellite System Surveys
- ✓ Legal Descriptions and Mapping
- ✓ Monitoring Surveys
- ✓ Photogrammetry
- ✓ Records of Survey
- ✓ Right of Way Surveys
- ✓ Topographic/Hydrographic Surveys







This wide range of surveying services has given Michael Baker the ability to complete even the most challenging survey assignment in a cost effective and efficient manner.

Aerial Topographic Mapping/Photogrammetry | Michael Baker will prepare topographic maps using a workflow that involves Licensed Land Surveyors at every step.

We take advantage of modern technology from photographic instrumentation to gather data, process the data within GIS and graphics computer systems and translate the data to usable form for review by engineers and planners. Our Registered Photogrammetry staff has extensive experience in surveying, remote sensing and analytic photogrammetry.

Monument Ties, Replacement and Corner Record Preparation | Michael Baker will perform a field survey to verify, set or and / or measure sufficient reference tie accessory points and / or monuments to each location of centerline or right of way control that may be destroyed during the construction of the project, as required under Section 8771 of the Professional Land Surveyor Act. After completion of construction, reconstruction or maintenance, Michael Baker will replace any disturbed or destroyed monuments or their accessories as required under said Section 8773.3 of the P.L.S. Act and submit a final Corner Record to the County Surveyors Office for filing as a public record, said final Corner Record document showing the monument(s) or its accessories destroyed, tied out and replaced.



Mapping | Michael Baker provides mapping and boundary services for the full range of

projects within the survey profession. All boundary analysis, legal descriptions, parcel maps, tract maps, ALTA / NSPS surveys, records of survey and corner records are prepared by or under the direction of Michael Baker's registered professional land surveyors.

Right of Way Engineering | Many of Michael Baker's recently completed projects have established the firm as a key provider of right of way engineering and land surveying services. Michael Baker has extensive experience in assembling right of way, topographic and utility



Calibration collections are performed to ensure proper sensor configuration, alignment, orientation, and point densities are achieved during field collections.

information into a digital map database.

3-D Data Acquisition | Michael Baker's team was a pioneer and early adopter of LiDAR. The firm is the most experienced, well-respected, proficient, well-travelled and active within the profession. Following Michael Baker's acquisition of Mobile LiDAR technology nearly a decade ago (the second of its kind in the world), the firm's Mobile LiDAR Team has successfully performed hundreds of projects throughout 24 different U.S. States. Beginning as a way to augment traditional surveys, LiDAR quickly evolved into highly detailed, 3D surveys. We find ever increasing uses of terrestrial point-cloud data. We have used stationary LiDAR to map roof tops for the deployment of solar arrays. We have used it to map 3D scenes converting point clouds to wire frames to 3D rendered objects. We have used

mobile LiDAR to non-invasively map and identify which structures are within a floodplain. Michael Baker was one of the first companies in the nation to develop a mobile LiDAR capability and our unit has since racked up thousands of miles mapping roads, bridges, railroads, runways, levees and beaches.

Unmanned Aircraft Systems for In-The-Field Photography/Mapping | Michael Baker has received authorization to utilize unmanned aircraft in the field to provide surveying, GIS / GIT, on-site photography, video and mapping services for projects sensitive to safety as well as accessibility. Though there are restrictions based on areas regarding size, height, air spaces and pedestrians, it is an innovative approach to seeing the progress of the project in 360-degree view for weekly and monthly progress meetings.







Michael Baker International accepts the City of Lake Elsinore "Attachment A - Engineering Department Fee Schedule" as published in the February 15, 2023 Request For Qualifications and included herein for reference, including the terms and conditions regarding additional plan reviews, excess and additional fees, and fast track performance fees.

The following rate schedule shall apply for work that is billable on a time and materials basis:

Hourly Rate Schedule

Rates Valid July 2023 through June 2024

Category	\$ Hourly Rate Range
Principal / Project Director	
Senior Project Manager / QA/QC Manager	
Project Manager / Technical Manager / Senior Landscape Architect / Senior Plan Checker	
Senior Project Engineer / Senior Traffic Engineer / Senior Planner	
Senior Construction Manager / Senior Resident Engineer	
Project Engineer / Traffic Engineer / Project Planner / Landscape Designer	
Engineer In Training / Designer / Land Surveyor in Training / Technician / Planner / GIS Analyst	
Construction Manager / Resident Engineer	
Engineering Assistant / Assistant Planner	
Admin Assistant / Project Administrator	
Plan Checker	140 - 190
2-Man Survey Crew	270 - 330
1-Man Survey Crew	
Licensed Surveyor	
Field Supervisor	

- Rates may be adjusted at the beginning of each fiscal year up to the amount of change in the Consumer Price Index, published last 12 month average, not to exceed five percent (5%)
- Rate ranges are determined by years of experience and professional qualifications.
- Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%.
 Vehicle mileage will be charged as an additional cost at the IRS approved rate.



ATTACHMENT A ENGINEERING DEPARTMENT FEE SCHEDULE

Engineering Plan Check Fee Schedule

Fee includes review of applicable supporting Hydrology and Hydraulics Reports, Geotechnical Reports, utility reports and any other supporting documentation as applicable for the review to meet current City of Lake Elsinore standards, guidelines, and requirements. The key resources are the latest edition of the **City of Lake Elsinore Engineering Design Guidelines Manual** for the Preparation and Checking of Street Improvement, Drainage and Grading Plans and Lake Elsinore Standard Drawings which can be found posted at the following City Engineering Department website under "Drawing Standards" <u>http://www.lake-elsinore.org</u>

Fee is for up to three (3) plan reviews and one (1) final mylar review for approval – total of 4 reviews. Plan reviews in excess of 4 are billable on a time and material basis. Consultant to notify City and responsible party of excess and additional fees to be charged. The City will invoice and collect additional fees.

Fast Track performance fees shall be 1.5 times those shown above. Fast Track is expedited, on demand with turn-around time between 3 to 5 business days.

The plan check consultant shall receive 85% of the calculated fee for each plan check submittal. Fees are subject to change by City Council action; a minimum of 30-days notice shall be provide to the consultant plan check firm of any adopted fee changes.

I. GRADING & DRAINAGE PLANS – Note, an additional plan check fee will be assessed based on the "Road, Street & Utility Improvement Plan" fee schedule below for hardscape improvements show on and to be constructed by the grading plan. Plan check review of those improvements will be part of the plan approval.

CUBIC YARDS	CURRENT CITY GRADING PLAN CHECK FEES
100 Cubic Yards or Less:	\$200.00
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%
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%
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%
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%
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%
REVISIONS to approved plans	\$450.00 per sheet

II. ROAD, STREET & UTILITY IMPROVEMENT PLANS

SUBDIVISION /COMMERICAL ESTIMATE	<i>CURRENT CITY PLAN</i> <i>CHECK FEES</i>
0-\$50,000	4.5%
\$50,000-\$300,000	4.0%
\$300,000-\$700,000	3.5%
\$700,000-\$1,000,000	3.0%
\$1,000,000 and greater	2.5%
Revised or Redesigned Public Works Improvement Plans	\$450 per sheet
Streetlights as separate plan check, Traffic Signing & Striping, Traffic Control, Haul Route Plans (as part of improvement plan set)	\$450 per sheet
Traffic Control as part of encroachment permit application (11x17)	Per hour rate for review
NON SUBDIVISION-SINGLE FAMILY RESIDENTIAL	<i>CURRENT CITY PLAN</i> <i>CHECK FEES</i>
Public Works Improvement Plans-Based on Engineer's Estimate	7.5%

III. OTHER PLAN CHECKS

OTHER PLAN CHECKS	CURRENT CITY PLAN CHECK FEES
Final Tract Map	\$1,700 + \$55 per lot
Parcel Map	\$1,600 + \$45 per lot
Redesigned Tract/Parcel Maps in Process	\$450 per sheet
Revised Approved Tract/Parcel Maps	\$450 per sheet
Lot Line Adjustments-Two Lots Only	\$400
Lot Line Adjustment-More than two lots	\$500 + \$55 per lot
Dedication: Easement, Right of Way	\$440
Certificate of Compliance	\$450
Parcel Merger	\$400 + \$25 per lot
Street Abandonment/Vacation	\$1,100
Certificate of Correction	\$450
Water Quality Management Plan (WQMP) Review - PRELIMINARY	\$1,750
Water Quality Management Plan (WQMP) Review - FINAL	\$1,750
Hydraulic and Hydrology Report	\$1,200
Soils/Geotechnical Report	\$1,200

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]