

10) **Professional Design Services Agreement for Riverside Drive (SR-74) at Gunnerson Street/Strickland Avenue Intersection Improvements**

Approve and authorize the City Manager to execute the Professional Design Services Agreement with Albert A. Webb Associates (Webb) for \$136,601 to prepare street improvement plans and traffic signal plans for the intersection of Riverside Drive (SR-74) at Gunnerson Street/Strickland Avenue in such final form as approved by the City Attorney, plus an additional 10% contingency for unforeseen expenditures, in final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Remon Habib, City Engineer

Date: March 28, 2023

Subject: **Professional Design Services Agreement for Riverside Drive (SR-74) at Gunnerson Street/Strickland Avenue Intersection Improvements**

Recommendation

Approve and authorize the City Manager to execute the Professional Design Services Agreement with Albert A. Webb Associates (Webb) for \$136,601 to prepare street improvement plans and traffic signal plans for the intersection of Riverside Drive (SR-74) at Gunnerson Street/Strickland Avenue in such final form as approved by the City Attorney, plus an additional 10% contingency for unforeseen expenditures, in final form as approved by the City Attorney.

Background

Due to the increased development of Lake Elsinore, City Staff is interested in improving the intersection of Riverside Drive (SR-74) and Gunnerson Street/Strickland Avenue. Part of the planned improvements is installing a traffic signal for this intersection.

Even though this intersection lies within Lake Elsinore city limits, all of Riverside Drive (SR-74) is owned and maintained by Caltrans. Therefore, the proposed intersection improvements along with the signal warrant and Design Standard Decision Document (DSDD) will need to be submitted and reviewed by Caltrans for approval to construct.

The attached Agreement will authorize Webb to start the preparation of street improvement plans and traffic signal plans for the intersection of Riverside Drive (SR-74) at Gunnerson Street/Strickland Avenue. Webb will also perform a traffic signal warrant analysis along with other requirements to receive Caltrans approval to ultimately construct the improvements. Also, included with the scope of services is for Webb to prepare an HSIP Cycle 12 application for the City to review and submit.

Discussion

Albert A. Webb Associates will prepare street improvement plans and traffic signal plans for the intersection of Riverside Drive (SR-74) at Gunnerson Street/Strickland Avenue. Albert A. Webb will also coordinate with Caltrans and prepare a required traffic signal warrant analysis and Design Standard Decision Document (DSDD) for Caltrans approval.

Fiscal Impact

The Professional Design Services Agreement will result in a cost of \$136,601 plus an additional 10% contingency. The costs associated with this design work will be covered by Measure Z funds.

Attachments

Attachment 1- Agreement

Exhibit A- Proposal

Attachment 2 - Location Map

AGREEMENT FOR PROFESSIONAL SERVICES

Albert A. Webb Associates

Improvements for Riverside Dr (SR-74) at Gunnerson St/Strickland Ave Intersection

This Agreement for Professional Services (the "Agreement") is made and entered into as of March 28, 2023, by and between the City of Lake Elsinore, a municipal corporation ("City") and Albert A. Webb Associates, a Corporation ("Consultant").

RECITALS

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

Improvements for Riverside Dr (SR-74) at Gunnerson St/Strickland Ave Intersection

B. Consultant has submitted to City a proposal, dated March 2, 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. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed One Hundred Thirty-Six Thousand Six Hundred One dollars (\$136,601) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

15. Indemnity.

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Albert A. Webb Associates
Attn: Nick Lowe
3788 McCray St
Riverside, CA 92506

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”

Albert A. Webb Associates, a Corporation

City Manager

By: Nick Lowe

Its: Deputy Director, Traffic & Transportation

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]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

March 2, 2023

Mr. Remon Habib, PE
City Engineer
CITY OF LAKE ELSINORE
130 South Main Street
Lake Elsinore, CA 92530

**RE: Proposal to Prepare Improvement Plans for the Intersection of
Riverside Drive (SR74) and Gunnerson Street/Strickland Avenue in
the City of Lake Elsinore**

Dear Remon:

Albert A. WEBB Associates is pleased to provide this proposal to prepare improvement plans for the intersection of SR74 and Gunnerson Street for the City of Lake Elsinore. Exhibit "A" contains our proposed scope of work. Exhibit "B" contains compensation for scope of work.

We appreciate the opportunity to be of service and look forward to hearing from you. In the meantime, if you have any questions or require additional information, please call me at (951) 248-4289.

Sincerely,
Albert A. Webb Associates



Nick Lowe, MS / PE
Deputy Director, Traffic & Transportation

Attachments: Exhibit "A" – Scope of Services
Exhibit "B" – Compensation for Scope of Services

Exhibit “A” – Scope of Services

Task 1 – Traffic Signal Warrant Analysis

- WEBB will obtain traffic study(ies) from recent development projects in the City and determine if the intersection of Riverside Drive (SR74) and Gunnerson Street meets CA-MUTCD traffic signal warrants.
- WEBB will use traffic volumes from the study(ies) and incorporate them into the CA-MUTCD traffic signal warrant worksheets and charts to determine if any of the 9 signal warrants are met.
- WEBB will prepare a memo outlining the project, methodology, results, and recommendations for the signal warrant analysis. Note that meeting one or more traffic signal warrants does not, by itself, necessitate the installation of a traffic signal.

Task 2 – Field Survey and Base Map

Records Research

- Obtain record maps, ties, corner records, deeds and other documents pertaining to the establishment of the adjacent right-of-way along the Riverside Drive (SR74) and Gunnerson Street for the limits shown in red in Figure 1.
- Obtain and furnish four (4) Title Reports from a title company for Assessor Parcel Numbers 377-360-024, 375-021-015, 378-147-014, & 378-146-001, each corner property at the intersection of Riverside Drive (SR74) and Gunnerson Street.

Survey Control

- Field locate and survey street centerline monuments and benchmarks, and establish survey control for the project.
- Horizontal control datum and basis of bearings shall be based on the California State Plane
- Coordinate System, CCS 83, Zone 6.
- Local benchmarks shall be utilized for vertical control, with the benchmark stated on the drawings. The vertical datum shall be based on the North America Vertical Datum of 1988.

Field Topographic Survey

- Perform a field topographic survey of project limits shown in red in Figure 1 to obtain existing locations and elevations of existing edge of pavement, crown line, striping/pavement markings, traffic signs, utility appurtenances (water meters, valves, fire hydrants, blow-offs, air valves, overhead utility lines, etc.) and as directed by the engineer/design team.
- Provide a topographic survey of the affected project areas with one-foot contours.
- Prepare digital topographic surface (Civil 3D Surface) utilizing the topographic survey data and provide to design team for reference and use in design.
- Prepare digital CAD file (XP file) utilizing the 2D line work obtained from the filed survey for planimetric features and provide to design team for reference and use in design.

Alignment Survey/Base Map

- Utilizing the title reports obtained together with the record documents obtained and field survey data, prepare a base map delineating existing public right-of-way, property lines, easements, and survey monuments. Documents used to establish property/right-of-way lines will be noted.
- The base map will be provided to the design team for use in project design.
- Prepare digital CAD file (PB file) utilizing the 2D line work for street centerlines, right-of-way, property lines, and easements, and provide to design team for reference and use in design.

Title Reports (Allowance)

- An allowance has been included in the budget to obtain and furnish up to four (4) Title Reports from a title company on Assessor Parcel Numbers 377-360-024, 375-021-015, 378-147-014, &

378-146-001, each corner property at the intersection of Riverside Drive (SR74) and Gunnerson Street. Title reports will be used to verify legal ownership, legal description of the property, right-of-way or easement dedications not reflected on record maps, and other easements/encumbrances on the property that may impact the project.

Deliverables: Base sheet with field topo will be used for Street Plan preparations and will be included as part of the 60% project submittal to the city.

Task 3 - Utility Research and Coordination

- WEBB will conduct existing utility research for all utilities within the project limits to identify, locate, and accurately layout all underground improvements. WEBB will identify all utilities that could potentially conflict with the planned project and determine special requirements for facilities including protection, relocation, and adjust to grade as needed. WEBB will coordinate with the utility companies to schedule the adjustment of the utilities prior to the start of construction.
- WEBB will determine which utility is to receive notification, address the utility notification letters, and provide the city with a copy of the letters. The city will print the letters on City letterhead and provide them to WEBB. WEBB will email letters to respective utility agencies. WEBB will prepare letters comprised of first utility notice letter (Preliminary Project Notice) with response form, second utility notice letter (Prepare to Relocate) with response form, and third utility notice letter (Notice to Relocate). WEBB will call the utility companies, as necessary, until a written response form is received from each potentially conflicting utility.
- WEBB will coordinate with SCE for the source and location of power for the traffic signal. The city will provide WEBB with the address for the meter cabinet when the location is known. WEBB will prepare paperwork necessary with the utility agency for electrical power. The city will provide WEBB with signed forms for submittal. WEBB will prepare CAD files to SCE format per their requirement.

Deliverables: Utility information will be used for Street Plan preparations and will be included as part of the 60% project submittal to the city.

Task 4 – Utility Potholing

- WEBB will prepare a potholing exhibit to pothole for up to ten (10) locations at the intersection of Riverside Drive and Gunnerson Street.
- Potholes shall be slot trench or cross trench style up to 6' deep, 6' long, and 6" wide to find potential utilities in the vicinity of proposed pole locations. This method of potholing is meant to uncover shallow dry utilities that are usually not constructed per an engineered plan. Larger and deeper utilities, such as sewer and storm drains, are more accurately constructed per plan and are generally within the pavement. Therefore, deeper potholing of those utilities is not recommended at this time.
- WEBB's subconsultant will pothole each location, take photos, take measurements, and prepare a potholing report summarizing the findings.
- WEBB will stake/mark with paint preliminary pole locations provided by the design team for pothole locations, to be performed by utility locating contractor.
- After potholing is complete, field survey crews will obtain horizontal location and elevation of pothole underground utility marking data (marked by pothole contractor) and used for reference in determining utility elevations. (Budget does not include stand-by time)
- Provide exhibit and/or points in CAD depicting pothole number, location, elevation, and horizontal coordinates as applicable.
- WEBB will adjust the street and signal plans as needed per the results of the potholing.

Task 5 – Plans, Specifications, and Engineer’s Estimate (PS&E)

WEBB will prepare street improvement plans, signing & striping plans, traffic signal plans, and necessary construction details to facilitate the construction of new traffic signal at Riverside Drive and Gunnerson Street.

It is currently unknown if Caltrans will require curb ramps, sidewalk, bike lanes, and other widening improvements. Webb will meet with Caltrans in a pre-screening meeting to discuss the project and determine what their exact street improvement and traffic requirements will be.

Street Improvement Plans

Street Improvement Plans may include the following:

- Title Sheet
- General Notes Sheet
- Typical Section Sheet
- Construction Details
- Plan and Profile
- Utility Relocation and Adjustment Plan

Existing surface improvements, driveway approaches, sewer manhole, water valve and gas valve lids, electrical vaults, air vac, and other details that could be affected by the new construction will be shown in a half tone or dashed background format to distinguish them from the new improvements proposed for the project. New improvements may include: sidewalks, ADA ramps, AC pavement, concrete pavement, guardrail, all facility or structure adjustments to be performed by the contractor (including water valves, gas valves, sewer manholes, telephone manholes, electrical manholes, etc.), all relocations, all reconstructions or modifications shall be shown in full tone or highlighted with appropriate construction note, detail reference or standard plan reference identified. Also, curb ramps within the project limits shall comply with the latest ADA standards as needed. Construction notes should be arranged such that the first notes are 'protect in place' followed with 'removal' notes and ending with the actual work. Notes of like work should be grouped together.

Signing and Striping Plans

Signing and Striping plans to be designed at 1"=40' scale. All signs and striping to be per latest version of CA-MUTCD and Caltrans standard plans unless otherwise noted. General call outs for the type of striping to be used as well as graphical placement of the striping with specific and critical radii will be shown.

Signing & striping plans will show existing street striping, street legends, crosswalks, sign legends, and all other ancillary street markings and signing that may exist or be required to complete the street improvements. The signing notes, painted striping notes, painted marking, and pavement marking notes are to be grouped together.

Traffic Signal Plans

The city will review a recent Traffic Impact Analysis that analyzed the intersection to determine if the project will trigger a signal warrant at the intersection. A traffic signal warrant is expected to be a part of that Traffic Impact Analysis and no additional analysis is expected in this scope. The signal warrant will be used to coordinate with Caltrans about the need for a signal.

The final design will include but is not limited to new signal controller and cabinet, video and radar detection, emergency vehicle pre-emption, battery back-up, ultimate sizing of traffic signal poles and arms, pedestrian push buttons, adequate storage for turn lanes, and any other improvements to signalize the intersection. Traffic signal design shall be ADA compliant which includes but is not limited to access ramps if required, pedestrian push buttons (PPB), landings adjacent to the PPB, etc. Traffic signal plan to be designed at 1"=20' scale.

WEBB will measure the height of the existing overhead utility lines and pothole for a traffic signal and safety lighting clearance of utilities. The plans shall clearly show the horizontal location of overhead and underground utilities that are near the proposed improvements.

Traffic Control Plans

WEBB will not prepare traffic control plans for construction as part of this scope. It is expected that the contractor will handle the preparation and implementation of traffic control plans as a Caltrans double-permit.

Project Specifications, Bid Documents, Cost Estimate, Construction Assistance

WEBB will prepare the project specifications per Caltrans requirements. It is assumed that the Caltrans Standard Specifications will be used for the project with minor adjustments as needed and as required by Caltrans.

The City will provide WEBB with its boilerplate bid documents in Microsoft Word format. The Specifications shall be signed by a WEBB civil engineer registered in the state of California when they are complete and ready for bid for construction of the improvements.

WEBB will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by WEBB and approved by the City.

The estimated items of work with quantities shall include, but not be limited to itemizing all removals, clearing, and grubbing, relocations, PCC sidewalk, AC pavement, curb ramps, guardrail, utility relocations, signing & striping, signs, and traffic signal, among others. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs.

WEBB will provide assistance during construction bidding as well as provide construction assistance services including review of equipment submittals and responding to RFIs.

Deliverables: 60% plans, 90% plans, cost estimate, and specifications, 100% plans, cost estimate, and specifications

Task 6 – Caltrans submittal and Coordination

Design Standard Decision Document

- WEBB will prepare a Design Standard Decision Document (DSDD) for traffic signal and power poles to be located within 20' of the edge of the travel lane, slope grade, shoulder width, and any other non-standard items in the design.
- Revise the DSDD per Caltrans review comments
- Update exhibits as needed for DSDD
- Provide coordination, attend meetings and participate in phone calls as required to obtain the final approval of the DSDD

Caltrans Encroachment Permit

- Prepare a letter for the client to authorize Webb Associates to process the Caltrans Encroachment Permit.
- Fill out and submit the Encroachment Permit, Plans, Specifications, and Cost Estimate per Caltrans requirements.
- Meet with Caltrans to review and resolve comments (2 meetings).
- Process Caltrans Encroachment permit.

Deliverables: Approved Caltrans DSDD document, approved Caltrans encroachment permit

Task 7 – Project Management, Meetings and Schedule

WEBB will schedule and attend meetings in the planning phase as follows:

- a. Kick-off meeting
- b. Project Development Team (PDT) Meetings – monthly or as needed
- c. City Council Meeting, if required
- d. Other meetings as necessary such as, but not limited to agencies, property owners, field reviews, utilities, and such.

WEBB will schedule, chair, and prepare meeting agendas and minutes for all meetings. WEBB will develop the schedule utilizing Microsoft Project. The schedule shall be provided to the City in digital form. An updated schedule is to be distributed during the PDT Meetings. The project schedule will be divided into tasks and subtasks in full detail including, but not limited to utility relocation (if needed), City function timeline, critical path, and other outside sources such as agencies or utilities.

Task 8 – HSIP Cycle 12 Application

- WEBB will prepare an HSIP Cycle 12 application for the signalization of the intersection. Due to the HSIP requirements for new traffic signals, it is assumed that the intersection will meet traffic signal warrants by the time the application is prepared.
- WEBB will collect collision data for the most recent 5 years for the intersection from the CHP SWITRS database. WEBB will sort through the data to isolate qualifying collisions at the intersection.
- WEBB will prepare the HSIP Cycle 12 application along with all necessary exhibits, writeups, and tables. It is assumed that the HSIP Cycle 12 application will not be substantially different from previous HSIP Cycles.
- WEBB will submit the draft application to the City for review and comment at least 1 week prior to the submittal date.
- WEBB's goal is to submit the completed application to Caltrans one day prior to the deadline.

Exclusions: This scope and budget does not include traffic counts, traffic studies, geotechnical work, hydrology work, landscape design, environmental studies and documentation, or other items not stated in the above scope of work.

Exhibit “B” – Compensation for Scope of Services

Services described in our Scope of Work (Exhibit “A”) shall be provided on an hourly basis not to exceed **\$136,601.00**. Charges for services will be billed monthly in accordance with the attached fee schedule.

Item	Description	Nicholas Lowe	Myung Choo	Eugene Abrego	Nazar Ayoub	Son Le	Joy Saliman	Doborah Saulina	Michael Johnson	Andres Lopez	Jordan Moretti	Perry Chief/2-Person Survey Crew	Jon Ros	Any Charon	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task ¹
	Billout Rate	\$ 252	\$ 252	\$ 231	\$ 155	\$ 176	\$ 155	\$ 123	\$ 252	\$ 203	\$ 139	\$ 276	\$ 214	\$ 104					
Task 1 - Signal Warrant Analysis		3				19		2							24	\$ 4,346	\$ -	\$ -	\$ 4,346
1.1 Review Existing Studies		1				3		1							5	\$ 903	\$ -	\$ -	\$ 903
1.2 Warrant Analysis and Memo		2				16		1							19	\$ 3,443	\$ -	\$ -	\$ 3,443
Task 2 - Field Survey and Base Map		1						2	7	6	3	16	21	5	61	\$ 13,327	\$ -	\$ 301	\$ 13,628
1.1 Field Topo		1						2	2	3	3	16			24	\$ 5,737	\$ -	\$ 301	\$ 6,038
1.2 Research and Base Map								7	4				21	5	37	\$ 7,590	\$ -	\$ -	\$ 7,590
Task 3 - Utility Research and Coordination							8	40							48	\$ 6,160	\$ -	\$ -	\$ 6,160
2.1 Utility Research and notification Letters								24							24	\$ 2,952	\$ -	\$ -	\$ 2,952
2.2 Utility Coordination and Utility Mapping								16							16	\$ 1,968	\$ -	\$ -	\$ 1,968
2.3 SCE CAD Format							8								8	\$ 1,240	\$ -	\$ -	\$ 1,240
Task 4 - Utility Potholing		1				4	2	2		3	4	8			24	\$ 4,885	\$17,250	\$ -	\$ 22,135
3.1 Potholing Exhibit		1				2									3	\$ 604	\$ -	\$ -	\$ 604
3.2 Potholing						2	2	1							5	\$ 785	\$17,250	\$ -	\$ 18,035
3.3 Survey Pothole Locations								1		3	4	8			16	\$ 3,496	\$ -	\$ -	\$ 3,496
Task 5 - Plans, Specifications, and Engineer's Estimate (PS&E)		12	32	8	40	138	76	13							319	\$ 56,803	\$ -	\$ -	\$ 56,803
4.1 Street Improvement Plans			20	8	40		60								128	\$ 22,388	\$ -	\$ -	\$ 22,388
4.2 Signing & Striping Plans			2			32		1							35	\$ 6,259	\$ -	\$ -	\$ 6,259
4.3 Traffic Signal Plans		8	4			88		2							102	\$ 18,758	\$ -	\$ -	\$ 18,758
4.4 Specifications Bid Documents, & Construction Assistance		4	4			12	12	8							40	\$ 6,972	\$ -	\$ -	\$ 6,972
4.5 Cost Estimate			2			6	4	2							14	\$ 2,426	\$ -	\$ -	\$ 2,426
Task 6 - Caltrans Submittal and Coordination		24				50		21							95	\$ 17,431	\$ -	\$ -	\$ 17,431
5.1 Prepare DSDD		16				48		8							72	\$ 13,464	\$ -	\$ -	\$ 13,464
5.2 Application and Submittal Packets		2				2		3							7	\$ 1,225	\$ -	\$ -	\$ 1,225
5.3 Process		2						6							8	\$ 1,242	\$ -	\$ -	\$ 1,242
5.4 Caltrans Meetings and Coordination		4						4							8	\$ 1,500	\$ -	\$ -	\$ 1,500
Task 7 - Project Management, Meetings and Schedule		14		4				6							24	\$ 5,190	\$ -	\$ -	\$ 5,190
6.1 Project Management		8						4							12	\$ 2,508	\$ -	\$ -	\$ 2,508
6.2 Kick-off Meeting and PDT Monthly Meetings		4		4											8	\$ 1,932	\$ -	\$ -	\$ 1,932
6.3 Project Schedule		2						2							4	\$ 750	\$ -	\$ -	\$ 750
Task 8 - HSIP Cycle 12 Application		6				45		12							63	\$ 10,908	\$ -	\$ -	\$ 10,908
7.1 Gather and Process Collision Data						1		4							5	\$ 668	\$ -	\$ -	\$ 668
7.2 Exhibits and Tables		2				12		4							18	\$ 3,108	\$ -	\$ -	\$ 3,108
7.3 HSIP Application		4				32		4							40	\$ 7,132	\$ -	\$ -	\$ 7,132
Total		60	33	12	40	256	86	98	7	9	7	24	21	5	658	\$119,050	\$17,250	\$ 301	\$136,601

1. Rounded to the nearest \$1.

Charges for printing services, photocopying, mileage, telephone tolls, postage, outside services, subsistence, electronic distance measuring equipment and for coordination, or other services not specifically listed in Exhibits "A" or "B", will be provided on a time and material basis, in addition to the contract amounts shown above, in accordance with our current Schedule of Fees. **Plan review and/or project filing fees are not included in this contract and shall be paid by the client directly to the appropriate governmental agency.**

All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, the consultant shall cease work on the project, and interest of 1.5% per month on unpaid balances shall be charged.

Exhibit C – Location Map

