

8) **Professional Services Agreements for Engineering Plan Check Services**

Approve and authorize the City Manager to execute the Agreements in an amount not to exceed \$200,000 per agreement with Engineering Resources of Southern California, Charles Abbott Associates, Willdan Engineering, and Michael Baker International to provide engineering plan checking services in such 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: June 27, 2023

Subject: Professional Services Agreements for Engineering Plan Check Services

Recommendation

Approve and authorize the City Manager to execute the Agreements in an amount not to exceed \$200,000 per agreement with Engineering Resources of Southern California, Charles Abbott Associates, Willdan Engineering, and Michael Baker International to provide engineering plan checking services in such final form as approved by the City Attorney.

Background

The Engineering Department of the City of Lake Elsinore, as a part of the development process, requires review of private development projects for compliance with Conditions of Approval, City Ordinances, City Standards, Clean Water Compliance, and the Subdivision Map Act. Because the need for these services is dependent on the activity level of development, the City uses contract engineering firms that have the flexibility to provide staff to accommodate the fluctuation in workload.

Discussion

The City posted a Request for Qualifications (RFQ) to provide plan check engineering services as a part of the City's development approval process. The RFQ was posted on the City's PlanetBids portal, and the City received ten (10) respondents to the solicitation. After reviewing all ten proposals, staff chose 4 candidates.

The proposals provided extensive information about the company's qualifications, personnel availability, and experience providing plan check services. Although most firms are technically qualified, staff was able to reduce the candidate pool from ten to four based on their approach to serving the City's needs.

Plan Check Services Agreements

Distribution of total fund is based on prior years activity. One of the selected firms is new and three are existing. Each firm will have a contract amount of not-to-exceed per fiscal year as listed below.

- Engineering Resources of Southern California – \$200,000
- Charles Abbott Associates – \$200,000
- Willdan Engineering – \$200,000
- Michael Baker International – \$200,000

The length of the contract will be three years, with up to two additional twelve (12) month renewal terms subject to review by the City Manager.

Fiscal Impact

There is no direct financial impact to the General Fund as the services being provided are funded 100% through developer's plan check fees.

Attachments

Attachment 1 - Engineering Resources of Southern California
Attachment 2 - Charles Abbott Associates
Attachment 3 - Willdan Engineering
Attachment 4 - Michael Baker International

AGREEMENT FOR PROFESSIONAL SERVICES

Engineering Resources of Southern California

Plan Check Services

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

RECITALS

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

Plan Check Services

B. Consultant has submitted to City a proposal, dated March 24, 2023, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

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

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

AGREEMENT

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

2. Time of Performance.

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

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

c. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and

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

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

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Engineering Resources of Southern California, Inc.
Attn: Matt Brudin
1861 W. Redlands Blvd.
Redlands, CA 92373

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

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

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

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

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

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

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

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

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

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to

make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

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

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

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

[Signatures on next page]

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

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Engineering Resources of Southern California, Inc., a Corporation

City Manager

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]



Proposal for Plan Check Services - Engineering Department

Submitted: March 24, 2023





March 24, 2023

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

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

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

RE: Proposal for Plan Check Services - Engineering Department

Dear Members of the Selection Committee,

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

Understanding

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

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

Lake Elsinore's Engineering Resource

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

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

Key Personnel

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

Outstanding Experience and Capabilities

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

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

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

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

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



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

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

Respectfully submitted,

John M. Brudin, PE
President



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Services Description





Project Understanding

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

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

ERSC and the City of Lake Elsinore

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

Future and On-Going Development

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

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

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

Local Professional Community

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

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

Special Considerations

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

Standards and Codes

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

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

Services Description



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

Correspondence with Other Departments

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

Lake Elsinore

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

Unique Water Quality Management Plans (WQMP)

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

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

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

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

Elsinore Valley Municipal Water District (EVMWD)

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

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

Transportation Corridors

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

Services Description



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

Riverside County Flood Control and Water Conservation District (RCFCWCD)

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

Planning Documents

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

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

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

Digital Plan Checking

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

Digital Markups

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

Electronic Transmittals

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

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

Cost Estimate Review and Coordination

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

Scope of Services

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

Plan Check Reference Material

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

Process Applicable to all Plans/Subdivision Maps/Studies

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

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

Process for Individual Improvement Plan Checking and Special Study Review

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

Rough, Precise, Mass Grading Plans

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

Street Plans and Alignment Review

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

Storm Drain Plans

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

Onsite Pipeline (Sewer, Water, Recycled) Plans

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

Services Description



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

Final Parcel and Tract Maps

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

Maps, Survey/Legal Documents

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

Hydrology and Hydraulics Calculations

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

Water Quality Management Plans

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

Special Traffic Studies, Impact Analysis, Scoping Letters

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

Signing and Striping, Traffic Signal Plans

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

Engineering Cost Estimates

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

Structural Review (Structures and Walls)

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

Services Description



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

Erosion and Sediment Control Plans

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

Construction Detour Plans

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

Street Light Plans and Voltage Drop Calculations

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

Soils Reports and Geotechnical Reports

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

Additional Services

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

City Surveyor

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

Traffic/Transportation Engineering

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

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

Project Review Schedule

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

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

For expedited project review, the following schedule will apply.

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

Services Description



Work Flow Methodology

Comprehensive Electronic Record Keeping

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

ERSC City of Lake Elsinore

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

City Contacts

PROJECT REVIEW SCHEDULE

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

Standard Plan Review

| Project/Document | Plan Review | Expedited Fee |
|------------------------|-------------|-------------------|
| Standard/Standard Plan | ASAP | 125% Standard Fee |

SIGNATURE BLOCK INFORMATION

| Signature | Title |
|-------------------|----------------------------|
| Heather Hally, PE | City Engineer |
| Heather Hally, PE | City Engineer/PE No. 63154 |
| Carroll Adams | City Clerk |

GENERAL PLAN CHECK NOTES

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

Plan Check Software & Bluebeam REVU

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

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

Comment Memo

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

Internal Tracking and Assignment

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

Electronic Capabilities

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

Task Order Accounting

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

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

City of Chino Plan Check Tracker

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

Last changed yesterday by Joanna Rembis

For review

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

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

Notes: Type a description or add notes here

Checklist 0 / 2

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

Attachments: Add attachment

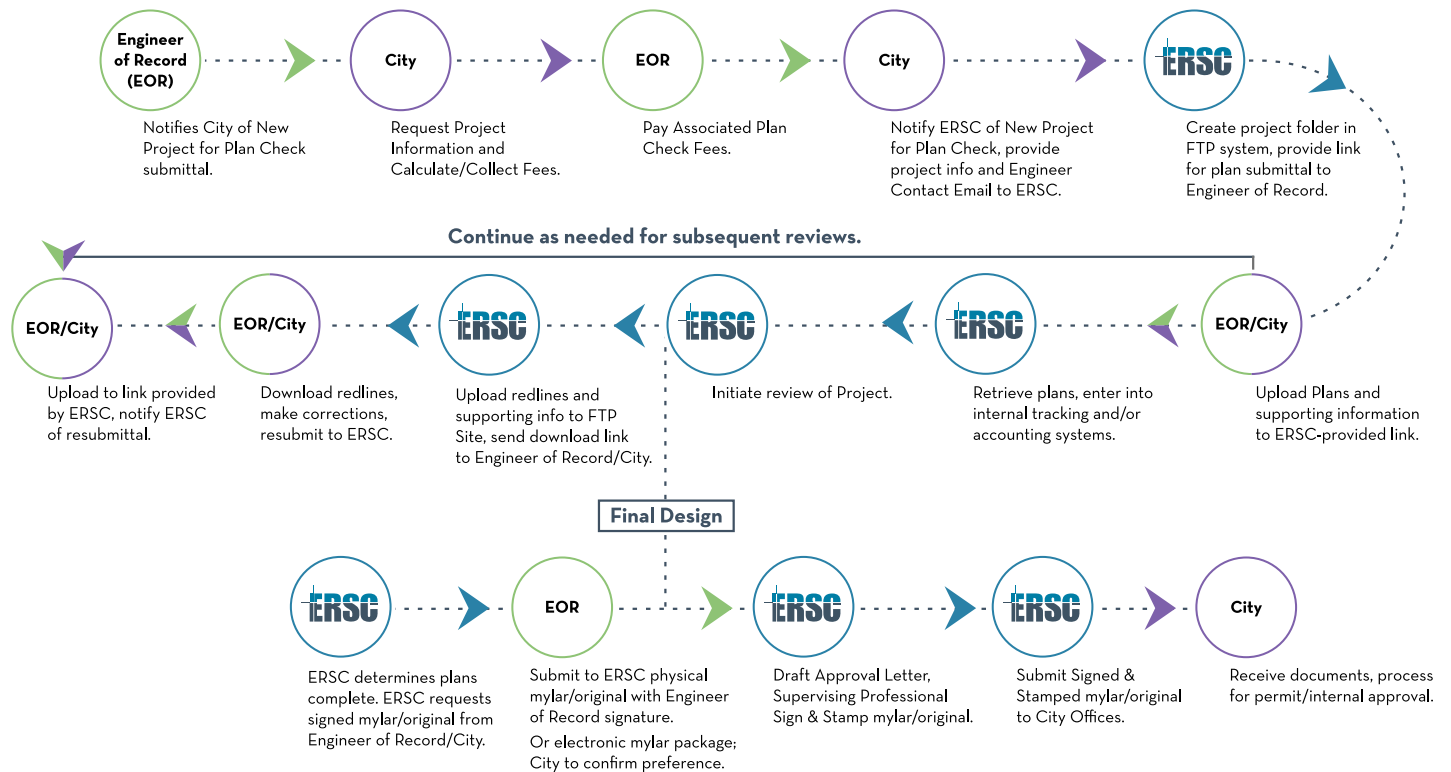
Comments: Type your message here

Send

Joanna Rembis: Craig can you please review March 23, 2023 12:28 PM

Torian Silva: EPR LINK: https://chino.eplansoftware.com/#/review/assignment/57647 project_id=1457&document_id=36828&documentVersion_id=5571&documentPageVersion_id=852 56 March 23, 2023 12:28 PM

ERSC Plan Check Process





Schedule of Fees



Schedule of Fees



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

I. Grading and Drainage Plans

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

II. Road, Street, and Utility Improvement Plans

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

III. Other Plan Checks

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



Professional Staff

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

Engineering Staff

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

Survey Staff and Services

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

Construction Support Staff

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

Administrative Staff

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

Other Direct Expenses

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

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

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



FEE SCHEDULE

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

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

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



EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]

AGREEMENT FOR PROFESSIONAL SERVICES

Charless Abbott Associates, 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 Charles Abbott Associates, Inc., a corporation ("Consultant").

RECITALS

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

Plan Check Services

B. Consultant has submitted to City a proposal, dated March 24, 2023, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

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

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

AGREEMENT

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

2. Time of Performance.

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

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

c. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and

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

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

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Charles Abbott Associates, Inc.
 Attn: Rusty R. Reed
 27201 Puerta Real #200
 Mission Viejo, CA 92691

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"

Charless Abbott Associates, Inc., a Corporation

City Manager

By: Rusty R. Reed
Its: 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]



Charles Abbott Associates, Inc.

PROPOSAL TO PROVIDE

Plan Check Services for Engineering Department

City of Lake Elsinore

Engineering Department
130 South Main Street
Lake Elsinore, California 92530

Due Date: March 24, 2023 by 3:00 p.m.

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

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Cover Letter

Charles Abbott Associates, Inc. (CAA) is pleased to offer Plan Check Services for Engineering Department to the City of Lake Elsinore (City). CAA has been providing these services to the City since 2020, and hopes to continue our relationship for many years to come.

CAA is exceptionally well qualified to provide civil engineering plan check services, including plan check of commercial, industrial, and residential developments to the City. Our experience in development review includes review starting at the entitlement stage and runs through construction document preparation, construction, and inspection. We have experience in a full range of different types and sizes of development, ranging from single rural properties to master planned communities, mixed-use developments, planned unit developments and industrial/commercial business parks, to name a few.

Our team of highly qualified and experienced staff has provided similar services to many cities and counties and brings numerous combined years of related experience to the table. California registered civil engineers, licensed land surveyors, and environmental scientists are available to provide back-up to the project and to meet the varying workload demands of the City. All work will be performed under the direction of a licensed engineer registered with the State of California who will review plans for compliance with all applicable codes, regulations, guidelines, and permits regarding grading, water quality, tract maps, parcel maps, street improvements, and other plan check services as required for engineering and development projects.

The proposed team has many years of experience reviewing grading plans (rough and precise), stormdrain, water and sewer plans, street improvement plans, and traffic plans. As part of the review process, we also review hydraulic and hydrology reports, soil reports, structural calculations, engineering reports, and traffic studies for compliance with state and local rules and regulations, as well as general engineering practice.

CAA will provide plan check services for projects including but not limited to the following:

- Rough/Precise Grading
- Street Improvements
- Subdivision Maps
- Final Tract/Parcel Maps/Legal Descriptions
- Hydrology/Hydraulic
- Geotechnical
- Water Quality Management Reports
- Erosion Control

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staffing. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with City approval, as well as finding more efficient ways to manage and accomplish existing work.

Our on-call plan checking service is provided by full-time and part-time plan checkers, civil as well as structural and non- structural reviewers, throughout each region and available to meet additional workload as required. CAA plan reviewers are proficient in the use of different software systems as well as Adobe Acrobat for electronic plan review. If requested by the City, CAA will provide daily pick-up and delivery of plans and specifications via a shipping service such as On-Trac or Eclipse at no additional cost to the City. Plans will be picked up and logged in the CAA plan review tracking system before being routed to the appropriate plan checker for review. CAA currently performs engineering, building and safety, and environmental plan check for cities in California, Nevada, Colorado, Florida and Georgia at our corporate office in Mission Viejo.

CAA employs only highly qualified licensed and registered professionals with extensive construction experience. Our plan review staff works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, City rules and regulations, Subdivision Map Act and acceptable engineering practices. Our corporate headquarters as well as our plan review office where we have full-time and part-time plan reviewers available to meet additional workload as required has been located in Mission Viejo, CA for the past 16 years. The presence of our local employees gives us the ability to provide additional staff without delay if workload increases or emergencies arise.

This proposal shall remain valid for a period of not less than 120 days from the date of submittal, as requested by the City. By signing this letter of transmittal, CAA attests that all information submitted with the RFP is true and correct to the best of our knowledge. If there are any questions, or if any additional information is needed, please contact Mike Podegracz directly at (949) 421-8447.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Rusty R. Reed".

Rusty R. Reed, PE, President

Description of Services



CAA exclusively serves public agencies and is extremely proud of the track record and length of time we have continuously provided high quality, responsive, cost effective, and customer-oriented services to our clients.

CAA understands the City is seeking the support of an engineering plan checking consultant for to provide on-call civil engineering plan checking services of commercial, industrial, and residential engineering for compliance with State, County, and City codes and requirements. CAA expects most of the work to be done from our corporate headquarter in Mission Viejo and will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

The proposed team has many years of experience reviewing grading plans (rough and precise), stormdrain, water and sewer plans, street improvement plans, and traffic plans. As part of the review process, we also review hydraulic and hydrology reports, soil reports, structural calculations, engineering reports, and traffic studies for compliance with state and local rules and regulations, as well as general engineering practice. CAA has the resources available to meet the City's needs. We guarantee that we will commit the necessary resources required to achieve high-quality, fast turnaround plan check reviews. We take our commitment to superior services very seriously and undertake each project with a solemn professional obligation to serve the City and the owners, developers, engineers, and builders who process plans through the City's plan review process.

We have staff currently operating in and providing services for state and local governments in California with fast response time and maximum efficiency. We will have daily pick-up and delivery via a delivery service or complimentary over-night mail service available in addition to web based digital review throughout the life of the contract, as well as web based mail, data, and plan review services. CAA will provide guaranteed plan check turnaround times that will meet or exceed the City's expected review timeframe, and will provide on-call emergency staff as needed. Our staffing levels will remain proportionate with the City's workload and ensure that all plan checks are conducted in an efficient and courteous manner that is responsive to the needs of the City and the public.

CAA proposes to perform all tasks associated with private development and engineering plan review. CAA will provide electronic review of project documents where possible using the City's existing Bluebeam Revu software and meet with City staff or conduct field project reviews as needed. Our staff is technically qualified, trained, properly licensed and certified to provide all private development and engineering plan check services to meet the City's workload needs. Key resources that will be utilized during plan check include the City's Engineering Design Guidelines Manual, City BMP Manual, the City Municipal Code, and all other applicable State and City regulations and ordinances. Services provided include:

1. CAA will provide Digital Plan Checking Services for Private Development Projects, including grading, erosion control, streets, storm drain, sanitary sewers, reviewing and conditioning of land divisions and development – residential, commercial, and industrial plan checking; drainage and hydraulics/hydrology reviews according to City and State methodologies, lot line adjustments, tract and parcel map reviews, water quality management plans, and assuring condition compliance.
2. CAA will review plan check submittal items and reports, including road structural section calculations; hydrology and hydraulic calculations; street layout and design; structure calculations not under building permit purview; traffic reports; and quantity estimates as well as soil reports, grading, subdivision maps, erosion control, streets, sewer, storm drain, traffic signal, street lightning, retaining walls, and NPDES requirements.

3. CAA will provide the review of Technical Specifications for Proposed Improvements in City Road Right of Way, including preparation and review of traffic signal, signing, striping and marking plans as required, trench backfill and restoration, street lights, and road structural section components.
4. CAA will ensure the completeness of submittals and document any deficiencies as needed. Our team will conduct site visits as necessary and interact with City personnel and private contractors to resolve any issues and answer any questions. CAA will review plans for sound engineering practices and provide detailed plan check of the assigned project plans in accordance with applicable laws, standards, adopted codes and amendments. CAA will ensure accuracy of design in conformance with the City's most current Plan Check Lists, and will provide and retain digital lists of corrections and redlines.
5. CAA will perform other related engineering services as requested by the City. Services such as site visits and plan & map preparations that do not fall under plan checks will be provided at an additional hourly rate.
6. CAA will sign maps in the capacity of City Surveyor, as requested.
7. CAA understands the importance of timely reviews and the cost to the development community caused by delays attributed to plan-check reviews, and pride ourselves on our ability to adhere to expected performance schedules at all times. CAA will review and return plans in less than 10 business days for initial submittals for both small and larger projects. Resubmittals will be reviewed within 5 business days or less. CAA does not anticipate third submittals; however, should they occur, these will be reviewed within 3 days or less. Although it is anticipated that submittals will be digital, CAA will pick-up and deliver plans and correspondence to and from the City at no additional charge to the City. Expedited plan review is available at an additional charge.

PLAN REVIEW TIMEFRAMES

| | | |
|----------------------------|-----|--------------|
| 1 st Plan Check | 10 | Working Days |
| 2 nd Plan Check | 5 | Working Days |
| 3 rd Plan Check | 1-5 | Working Days |

8. CAA will check general mathematics and design criteria, and call for redesign of any portion of plans that show poor engineering, do not comply with the Approved Tentative Map or Conditions of Approval, might be potentially unsafe, or are impractical to build.
9. CAA accepts the City's fee schedule and will receive 85% of the fee collected by the City for the plan check and other services covered under this proposal. For work not covered under the current scope, our Standard Fee Schedule is included below.

| ENGINEERING/PUBLIC WORKS | HOURLY | BUILDING & SAFETY | HOURLY |
|---------------------------------|---------------|---------------------------------|---------------|
| CLASSIFICATION | RATES | CLASSIFICATION | RATES |
| Principal Engineer | 193.00 | Principal Building Official | 160.00 |
| City Engineer | 149.00 | Building Official | 138.00 |
| Project Manager | 160.00 | Senior Building Inspector* | 116.00 |
| Senior Engineer | 154.00 | Building Inspector/Plan Checker | 107.00 |
| Project Engineer | 145.00 | Building Inspector* | 99.00 |
| Associate Engineer | 121.00 | Permit Specialist | 73.00 |
| | | Code Enforcement Officer | 83.00 |
| Senior Design Engineer | 127.00 | | |
| Assistant/Design Engineer | 108.00 | COMMUNITY DEVELOPMENT | HOURLY |
| | | CLASSIFICATION | RATES |
| Senior Plan Check Engineer | 138.00 | | |
| Plan Check Engineer | 116.00 | Community Development Director | 160.00 |
| | | Principal Planner | 160.00 |
| Senior Traffic Engineer/Manager | 165.00 | Senior Planner | 140.00 |
| Transportation Planner | 121.00 | Associate Planner | 120.00 |
| Traffic Engineer Associate | 105.00 | Assistance Planner | 105.00 |
| | | Planning Technician | 90.00 |
| 3-Person Survey Crew | 297.00 | Code Enforcement Officer | 83.00 |
| 2-Person Survey Crew | 231.00 | | |
| | | OTHER | HOURLY |
| Senior Draftsperson (CADD) | 105.00 | CLASSIFICATIONS | RATES |
| Draftsperson (CADD) | 94.00 | | |
| | | Landscape Architect Director | 138.00 |
| Senior Public Works Inspector* | 116.00 | Associate Landscape Architect | 105.00 |
| Public Works Inspector* | 105.00 | Expert Witness Services | 330.00 |
| | | Senior Contract Administrator | 121.00 |
| STORM WATER | HOURLY | Administrative Assistant | 66.00 |
| CLASSIFICATION | RATES | Clerical | 55.00 |
| | | | |
| Environmental Project Manager | 165.00 | | |
| Environmental Program Manager | 125.00 | | |
| Environmental Plan Checker | 145.00 | | |
| Associate Env. Plan Checker | 115.00 | | |
| Environmental Analyst | 105.00 | | |
| Environmental Associate | 95.00 | | |
| Environmental Inspector | 90.00 | | |

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

*The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be \$157.00 for regular time; \$198.00 for overtime on Mondays through Saturdays; and \$248.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

10. CAA will provide all the required correspondence on initial and subsequent reviews. Each plan review will be accompanied with a letter summarizing any red-line comments. This letter can be addressed through the City Engineer, assigned staff, or directly to the Designer, based upon the City's preference. A complete redlined set of drawings and any reports will be returned to the designer for their correction. Final approved documents and mylars with plan checker initials will be sent to the City at the end of the process.

11. CAA will ensure accuracy of design in conformance with the City's most current Review Checklists. Our plan check team is thoroughly versed in the latest adopted California Building Code, Greenbook, Caltrans Specifications, Highway Design Manual, Hydrology and Local Drainage Manuals, and various other design guidelines, and will familiarize themselves with any and all City Standards and amendments so that we may provide outstanding service in line with the expectations of the City. Our team can also draw on experience with other client cities to suggest different strategies or work on resources to enhance the City's plan check process.

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]

AGREEMENT FOR PROFESSIONAL SERVICES

Willdan Engineering

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 Willdan Engineering, a corporation ("Consultant").

RECITALS

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

Plan Check Services

B. Consultant has submitted to City a proposal, dated March 24, 2023, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

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

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

AGREEMENT

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

2. Time of Performance.

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

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

c. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and

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

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

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Willdan Engineering
 Attn: Vanessa Munoz, PE, TE
 650 E. Hospitality Lane, Suite 400
 San Bernardino, CA 92408

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"

Willdan Engineering, a Corporation

City Manager

By: Vanessa Munoz, PE, TE
Its: President/CEO

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]

CITY OF LAKE ELSINORE

CALIFORNIA

Request for Qualifications

Plan Check Services For Engineering Department

March 24, 2023



Cover Letter

March 24, 2023

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

Submitted via PlanetBids

Subject: Request for Qualifications for Plan Check Services for Engineering Department

The City of Lake Elsinore is seeking qualified consultants to provide professional as-needed plan check services. **Willdan Engineering (Willdan)** is confident that we can continue to successfully provide the requested professional engineering plan check services as a valuable resource to help augment City staff in accomplishing the City's goals and needs. Throughout this proposal, we have demonstrated advantages the Willdan team brings to the range of services requested and how the City can continue to benefit from having us as its' supporting consultant. The following strengths are what sets us apart from the competition and makes us the best-qualified support team for the City.



Knowledge of the City. Willdan has provided professional services to the City of Lake Elsinore on various projects since 2013. Our proposed Project Manager, Mr. Ron Stein has been providing services for the City which include current plan check services, HSIP Cycle 7 application review, financial compliance, and financial consulting services. We have an established working relationship with City staff and a familiarity with City procedures and requirements. Our knowledge of the City will enable us to initiate work quickly and to respond appropriately to issues that arise during this contract.



Understanding of City Plan Checking Services. Willdan's plan checking applies City, State and Federal guidelines, particularly the California Subdivision Map Act, NPDES and Low Impact Development requirements and general compliance with City Standards, Ordinances and Regulations. Our staff of experts will stamp and wet sign the approval of engineering documents/plans/maps for accuracy and adequacy and will submit an approval letter stating the same. Open communication is one of the most important elements to the success of a plan check. Willdan will always perform all necessary correspondence and coordination with City Staff to ensure the plan check is completed in a timely manner.



Highly Skilled Project Manager. Mr. Ron Stein has 11 years of engineering expertise in land development design and plan check services. Mr. Stein presently serves as a Task Leader for Orange County and Project Manager for a similar assignment with the Cities of La Quinta and Rialto. He has led land development engineering teams engaged in the design of projects encompassing all aspects of the City's scope of work, conducting meticulous QA/QC plan reviews that quality products that adhered to all local agency standards. Mr. Stein's experience in the design and construction of private and public works projects will add tremendous value to the City's plan review process from the perspective of constructability and value engineering.



Industry Leader in Electronic Plan Review. Willdan is known throughout the industry as a leader in electronic plan review. Willdan developed an electronic plan review system more than 20 years ago and has remained on the forefront of electronic plan review software usage. We are proficient in the use of Bluebeam and other software programs.



Quick Turnaround Times. Willdan has a reputation of providing quality and accurate plan review in a timely manner. We understand that time is of critical importance to the City and to the development community. We are dedicated to meeting standard and “fast track” turnaround deadlines.



No Conflict of Interest. Willdan is dedicated to providing professional engineering services to public agencies. We are prepared to function as an agent of the City and will not prepare improvement plans or studies for development projects within the City.



Staffing Resources. Our bench of licensed and technical experts consists of specialists in construction management, construction observation, water resources, highway and roadway engineering, drainage and flood control, structural engineering, traffic and transportation engineering, geotechnical engineering and materials testing/inspection, municipal engineering, landscape architecture, environmental planning, building safety, urban and regional planning, and other technical fields. The breadth and diversity of the firm's expertise means our experts can draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets. Other services such as federal invoicing and labor compliance can be provided with in-house staffing resources.

Willdan confirms that this submittal will remain valid for 120 days from the date of the proposal due date. We appreciate the opportunity to submit this proposal and look forward to discussing our proposal with you and your staff. The primary individual authorized to sign and negotiate a contract for these services is Ms. Vanessa Muñoz, PE, TE, President, located at 650 E. Hospitality Lane, Suite, 400, San Bernardino, CA 92408, Telephone (562) 368-4848 and email vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

Vanessa Muñoz, PE, TE
President/CEO



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Description of Services

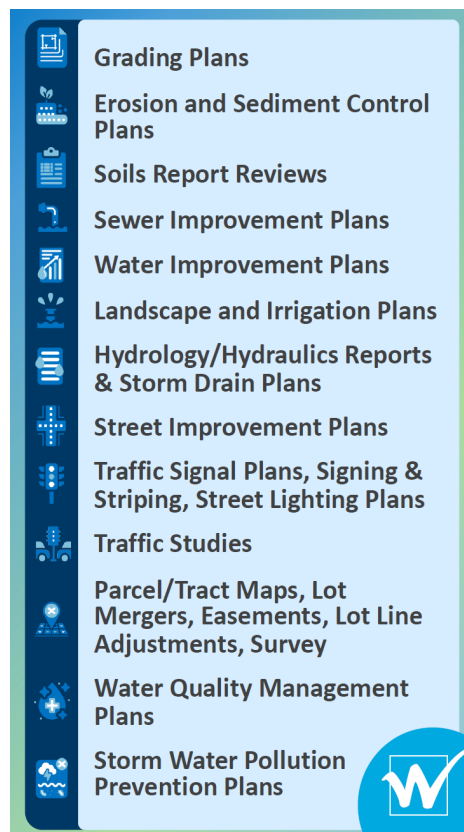
Willdan understands that the City of Lake Elsinore seeks proposals from qualified consultants to provide the City with On-Call Plan Checking services. Plan checking services will be provided on engineering plans and studies that are submitted for review by the development community. The City desires to partner with a firm that can provide the requested services in a complete and timely manner. Through our 59 years of providing plan check services, Willdan has developed an unmatched knowledge of the services that are required of a plan check consultant. Our understanding is discussed further as follows:



Plan Checking Expertise

Through Willdan's previous plan review contract with the City, we have developed knowledge of the city's practices, policies, and procedures. Improvement plan checking will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Documents will be reviewed for conformance with City of Lake Elsinore standards, Standard Plans for Public Works Construction, Caltrans Standard Plans, Caltrans Highway Design Manual, and other standards relevant to the project.

Willdan can assist the City with various engineering review support and design services including, but not limited to the following:



Willdan's staff size, breadth of experience and collaborative approach among our team members will enable us to review all submittals of the anticipated plan sets in the desired turnaround time frame if not sooner. Our staff, many of whom have experience as former public agency staff and management understands the uniqueness of public agency needs and issues; they serve as city engineers, planning directors, traffic engineers, building officials, and public agency staff members on a contract basis for numerous cities and counties. The diversity of our staff's experience is an added value of our services.

Willdan has been providing services to local agencies in Southern California for 59 years. Our staff has hands-on working knowledge and direct experience implementing City and Riverside County standards. We have developed a well-coordinated review process, including a plan check tracking, and reporting system and specific discipline review checklists, to provide the City with timely, cost-effective service.

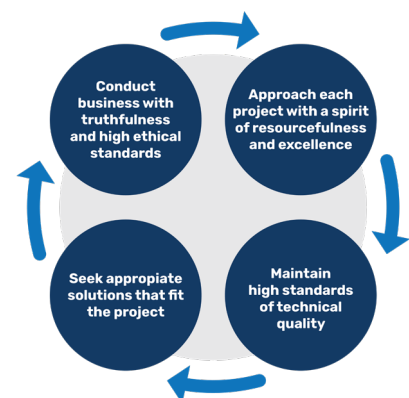
On-Call Contract Expertise

On-call engineering services are Willdan's foundation. Our staff includes former public agency employees or contract agency staff. Therefore, we understand the importance and purpose of on-call contracts and are very familiar with the processes and procedures for such services. Within the last 8 years, Willdan has completed projects and task orders for more than 200 as-needed/on-call contracts. This experience and the relevant experience of our dedicated and available key personnel are what best suits Willdan to provide the City with on-call services.

Our history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and to deliver a product our clients envision and embrace.

We begin our approach by adhering to these principles:

- Conduct business with truthfulness and high ethical standards
- Approach each project with a spirit of resourcefulness and excellence
- Seek appropriate solutions that fit the project
- Maintain high standards of technical quality



Willdan understands the unique aspect of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as:

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff in crucial projects
- Availability of our staff to the work assignment as it develops is often critical to moving that project forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Special attention to quality assurance and quality control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract



Other Services

We understand that in addition to plan checking service the City may request additional services to be provided. Willdan's experience in serving public agencies provides us with unmatched knowledge of the needs and services required by City departments. As we serve directly in City offices, we are keenly aware of how City CIP and design projects are planned, designed, and constructed. The services that we provide to clients on a routine basis include Civil Engineering, Traffic Engineering, Survey/Mapping/Right-of-Way Engineering, Structural Engineering, Pavement Engineering, Stormwater Engineering, Geotechnical Engineering, Landscape Architecture, Construction Management/Inspection, Utility Coordination and Permitting, Environmental Compliance and Permitting, Grant Funding, and Labor Compliance Management and Oversight. These are the core services that we provide daily to our clients and are prepared to offer them to the City of Lake Elsinore.

Scope of Services

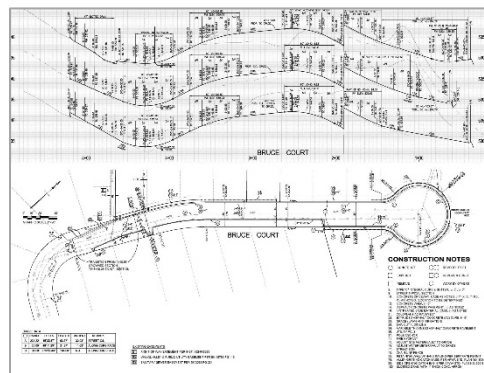
The following is a sample of the services Willdan can provide and their associated scope of work that may be required with each specific project assignment. This is intended only as a guide.

Street Improvement Plans



Street improvement plans will be checked under the direct supervision of a registered civil engineer. Plans will be checked to utilize Lake Elsinore Standard plans and consistent with Section IV of the Lake Elsinore Design Manual. Improvement plan reviewing will include, but not necessarily be limited to, street and drainage plans, sewer and water plans, hydrology and hydraulic studies, preliminary drainage studies, FEMA requirements and design connections to existing systems, landscape and irrigation, bridges and structures, traffic signal, signing and striping plans, and park facilities. Specifically, the following tasks will be performed:

- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, sidewalks, streetlights, drive approaches, storm drain and flood control systems, underground wet utilities, traffic signals, and signing and striping.
- Check street improvement plans for compliance with City and County standards, design guidelines and check grading, street, and storm drain plans for conformance with the street improvement plans.
- Check street improvement plans for compliance with City conditions of approval and the approved tentative map.
- Check street improvement plans and plans against easement documents, record maps, and right-of-way documents; determine need for permanent easements, additional right-of-way, or temporary easements.
- Check various plan sets to assure no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements; check for Underground Service Alert note on plans.
- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.



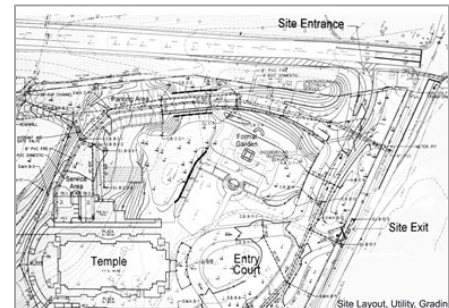
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review proposed street improvement plans for conformance with City's approved specific plan.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the street improvements for agreement with the record map and record data.
- Check horizontal and vertical sight distance based on appropriate design speed.
- Review pavement design for consistency with the recommendations of the soils engineer.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review plans for any special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.

Grading, Erosion Control, and Drainage Plans



Willdan will perform grading and site accessibility plan review for projects constructed in the City for conformance with City codes and ordinances, including the City grading code and manual, California Building Codes related to site accessibility, or consistent with the City's Drainage design policies. All plans will be reviewed to ensure compliance with Section III of the Lake Elsinore Design Manual. It is noted that the City has strict floodplains and must ensure all developments are above the BFE unless proposing mitigation.

Willdan's staff assigned to City projects has a thorough knowledge of civil engineering principles and practices and site improvement design requirements. All plan reviews are completed using City established policies and procedures and within City timeframes. Willdan's services are of the highest quality and will be provided in a timely and professional manner. Our grading plan review will be consistent with Willdan plan review quality guidelines. We will utilize the City's grading plan checklist and mark up plans. Willdan will ensure plans meet all applicable codes and ordinances upon completion of plan reviews, evaluation of the engineers cost estimate, and final recommendation on bond amount and permit fees. Willdan will review associated erosion and sediment control plans in accordance with City, County and State Regional Water Quality Control Board requirements. The best management practices during construction will be reviewed for compliance and appropriateness for the proposed project improvements. Willdan staff has experience with preparation of erosion and sediment control plans for the associated grading and drainage improvement plans and therefore a working knowledge of the design requirements and implementation of appropriate BMPs selection and design.



Hydrology/Hydraulics Reports & Storm Drain Plans



Hydrology/Hydraulics Reports and Storm Drain Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- Check H/H report for compliance with City and County standards and design guidelines.
- Check grading, street, and storm drain plans for conformance with the H/H report.
- Check H/H report for compliance with City conditions of approval and the approved tentative map.
- Check for any diversion of flows from their historic patterns.
- Check for any adverse effect of drainage on downstream properties.
- Check various plan sets to assure no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.
- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review proposed storm drain plans for conformance with City's approved master plan of drainage.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the storm drain improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.

Consolidated Table: 1 (Current Time: 3:55:00) (Blue gate depth: 100.00)

| Label | Node Station | Dimension (ft) | Length (ft) | Slope (ft/ft) | Velocity (ft/s) | Headloss (ft) | Flow (cfs) | Channel Bottom (ft) | Swirl (ft) |
|----------|-----------------|-------------------|----------------|------------------|--------------------|------------------|---------------|---------------------------|---------------|
| 10-10-1 | 10-10-1 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-2 | 10-10-2 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-3 | 10-10-3 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-4 | 10-10-4 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-5 | 10-10-5 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-6 | 10-10-6 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-7 | 10-10-7 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-8 | 10-10-8 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-9 | 10-10-9 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-10 | 10-10-10 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-11 | 10-10-11 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 10-10-12 | 10-10-12 | 10.00 | 10.00 | 0.004 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |

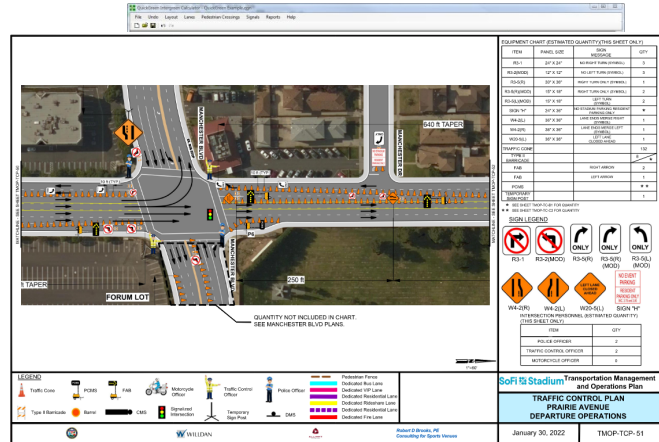


Traffic Signal Plans, Signing & Striping, Street Lighting Plans and Construction Detour Plans



Traffic engineering design plans will be checked under the direction of a state registered Traffic Engineer. Willdan's plan review staff has the capability to review traffic design plans including but not necessarily be limited to, traffic signals, signing and striping, street lighting, temporary traffic control and construction detours, flashing beacons, EV charging stations, pedestrian and bicycle facilities, and circulation plans. As needed, Willdan's plan review staff can also review and prepare comments on documents, such as, traffic studies related to a development project. During a typical plan check review, the following tasks will be performed:

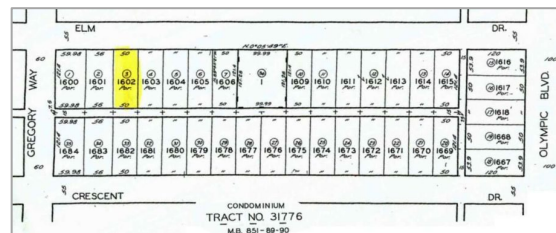
- Check design plans for compliance with general design criteria established by the City standards for traffic signals, signing and striping, and streetlights.
- Check design plans for compliance with City and/or County standards, Caltrans standard plans, and California Manual on Uniform Traffic Control Devices (CA MUTCD).
- Check design plans to ensure all improvements are shown as required by the City's conditions of approval for the proposed development project and general plan requirements.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Review general notes, construction notes, and legends on all plan sheets.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check horizontal and vertical sight distance based on appropriate design speed.
- Review plans for any special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.
- For traffic control and detour plans, check proper placement and spacing of traffic control equipment, adequate transition and taper lengths, pedestrian, and bicycle access, working hours, correct sign designations, driveway access, and turn restrictions.



Parcel/Tract Maps, Lot Mergers, Easements, Lot Line Adjustments, Survey



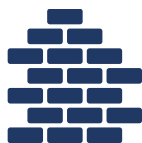
Willdan's review of easement documents, lot line adjustments, dedications, vacations, quitclaims, Parcel, and Tract Maps shall be by or under the direction of a Licensed Land Surveyor to assure compliance with applicable provisions of the Subdivision Map Act, County ordinances, and other conditions of approval and requirements. There will be detailed checks made, including, but not limited to, review of survey documentation and title reports, lot and boundary closures, dedication and easement provisions, legal



descriptions, completeness, and accuracy of data notation, and necessary certifications of City and County staff. We encourage open communication between the map preparer and the checker to limit the amount of map checks. Once submitted to the City and then transmitted to us, our preference is to do all checking in BlueBeam and email back to the preparer or owner, always cc'ing the City.

- Willdan currently provides these services for about 20 cities in five Southern California counties, some on a long-term basis and some on an interim basis. Willdan is also currently performing Deputy County Surveyor services in Marin County.
- Willdan's survey department can review Condominium Plans that are submitted to the City. Our preparation of numerous Condo Plans has given us a unique understanding of various types of Condo Plans. We work with the developer and the City Attorney in such matters.
- Willdan's office staff prepares and reviews hundreds of easements each year. We can work with the developer and the City in the preparation of the front (signature) sheet of the easement document and can advise on the record-ability of the executed document.
- Willdan will sign maps in the capacity of the City Surveyor.

Bridge or Retaining Wall Structures/Structural Calculations



Structures proposed as part of development projects that are not under the purview of the Building Permit will be reviewed. Submittals typically will include structural plans and calculations and these documents will be reviewed for conformance with the improvement plans, pertinent codes, and standards. Willdan provides complete structural engineering support for design, analysis, inspection, and evaluation of structural systems. We provide these services for a wide variety of structures encompassing transportation-related infrastructure, railroad and transit, airport facilities, industrial and commercial developments, recreational facilities, and water and wastewater utilities.

Our experienced staff performs bridge advance planning studies and analyzes and designs bridges, sound walls, retaining walls, and buildings. Willdan's team has experience working on new, replacement, or rehabilitated bridges; cofferdams; tie-back walls; demolition; falsework and form design; bridge scour plans of action; and design of work trestles and temporary bridges for construction. Our staff members have designed weirs, spillways, box culverts, lined channels, custom-designed manhole inlets, and pipe protection. In addition, our staff has in-depth knowledge of all federal, state, and local criteria and methodologies for preparing project development documents, design, construction documents, and processing design of new bridges and bridge widenings, including the latest seismic analysis and design procedures. We note that our structures staff has had tremendous success obtaining HBP grants to fund our clients' bridge improvement and replacement projects.

Water Quality Management Plans



All new development and significant redevelopment projects are required to incorporate Low Impact Development (LID) Best Management Practices to the maximum extent possible. The intent of these requirements is to reduce the discharge of pollutants to receiving waters. These are the results of federal and state regulations and provide implementation plans to protect water quality. Willdan will review the PWQMP and FWQMPs submitted by applicants to ensure compliance with the requirements.

Soils, Geotechnical, Geologic, Alquist Priolo Report Reviews



Willdan will review geotechnical and geologic reports submitted as supporting documents for development projects. Our review will include the review of recommendations related to roadway structural section designs, trench backfill designs, and structural footing designs. As applicable, we will perform our work in general accordance with the following:

- Adequacy with respect to geotechnical and geologic conditions
- Conformance with applicable City, State and Federal laws
- Comply with the governing codes
- Conformance with City Design Manuals and City Standard Plans
- Most recently adopted Uniform Building Code and California Building Code
- 1991 Seismic Hazards Mapping Act
- 1972 Alquist-Priolo Earthquake Fault Zoning Act
- California Division of Mines and Geology Notes:
 - ✓ Note 41 - General Guidelines for Reviewing Geologic Reports
 - ✓ Note 42 - Guidelines to Geologic/Seismic Reports
 - ✓ Note 44 - Recommended Guidelines for Preparing Engineering Geologic Reports
 - ✓ Note 46 - Guidelines for Geologic/Seismic Considerations in Environmental Impact Reports
 - ✓ Note 48 - Checklists for the Review of Geologic/Seismic Reports for California Public Schools, Hospitals, and Essential Services Buildings
 - ✓ Note 49 - Guidelines for Evaluating the Hazard of Surface Fault Rupture
- California Division of Mines and Geology Special Publication 117, Guidelines for Evaluating and Mitigating Seismic Hazards in California
- Southern California Earthquake Center, Recommended Procedures for Implementation of DMG Special Publication 117, Guidelines for Analyzing and Mitigating Liquefaction in California
- ASTM guidelines relating to geology and geotechnical work have to do with laboratory testing and field procedures. All applicable ASTM guidelines will be enforced.
- State Mining and Geology Board, General Guidelines for Reviewing Geological Reports

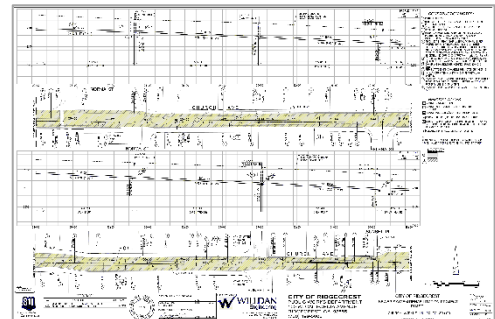
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|--|------------------|-----------------------|-----------------|---------------------|-----------------|-----------------|-----------------|-------------------------|-----------------|
| Soil Report | | Methrich-3 Extraction | | Sampled County: Los | | Adviser ID: | | Report No. F110-B-00000 | |
| Form: | | Revised: 01/01/2017 | | Client ID: 000000 | | Adviser ID: | | Report No. F110-B-00000 | |
| Sample ID: R1 | Recommendations: | Lab: | Lab: | Lab: | Lab: | Lab: | Lab: | Lab: | Lab: |
| Line History: | 1. F110-B-00000 | 1. F110-B-00000 | 1. F110-B-00000 | 1. F110-B-00000 | 1. F110-B-00000 | 1. F110-B-00000 | 1. F110-B-00000 | 1. F110-B-00000 | 1. F110-B-00000 |
| Test Results (Units: WV in g/cm³, CEC and Na in meq/100 g, NOL in in mg/L) | | | | | | | | | |
| HM% WV CEC ESP | Ac | pH | P-1 | K-1 | Ca% Mg% | S-1 | Mu-A1 Mu-A2 | Zn-1 Zn-A1 | Ca-1 Na |
| 0.22 0.00 0.5 | 0.0 | 8.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
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| Test Results (Units: WV in g/cm³, CEC and Na in meq/100 g, NOL in in mg/L) | | | | | | | | | |
| HM% WV CEC ESP | Ac | pH | P-1 | K-1 | Ca% Mg% | S-1 | Mu-A1 Mu-A2 | Zn-1 Zn-A1 | Ca-1 Na |
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| Test Results (Units: WV in g/cm³, CEC and Na in meq/100 g, NOL in in mg/L) | | | | | | | | | |
| HM% WV CEC ESP | Ac | pH | P-1 | K-1 | Ca% Mg% | S-1 | Mu-A1 Mu-A2 | Zn-1 Zn-A1 | Ca-1 Na |
| 0.22 0.00 0.5 | 0.0 | 8.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
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Sewer Improvements Plans



Sewer Improvement Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.
- Check plans for compliance with general design criteria established by the City standards for underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.



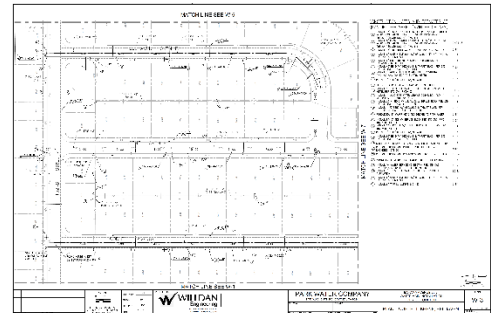
- Review available sewer study against the sewer improvement plans, including capacities, minimum slopes, geometry, manhole spacing, pipe size and types.
- Review proposed sewer plans for conformance with City's approved master plan of sewers.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the sewer improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.

Water Improvement Plans



Water Improvement Plans will be checked under the direct supervision of a registered civil engineer. Specifically, the following tasks will be performed:

- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements.
- Check plans for compliance with general design criteria established by the City standards underground wet utilities.
- Check to assure that plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review available water service study/report against the proposed water plans.
- Review proposed water plans for conformance with City's approved master plan.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.
- Check stationing and alignments of the waterline improvements for agreement with the record map and record data.
- Review plans for any special conditions which could be anticipated during construction such as street closures, protection of existing utilities, etc.



Traffic Studies



Traffic studies will be checked under the direct supervision of a registered Traffic Engineer. Specifically, the following tasks will be performed:

- Review of Traffic Impact Analysis Studies
- Review of Parking Demand Studies
- Review of Traffic Circulation Studies
- Review of Traffic Signal Warrant Analyses
- Review of Traffic Signal Timing and Coordination Analyses
- Review of Street Lighting Photometrics
- Review of studies for conformance with Conditions of Approval
- Review for conformance between plans and studies

NPDES/Storm Water Pollution Prevention Plans



Since the adoption of the first municipal NPDES Permit for Los Angeles County in June 1990, Willdan has provided professional permit and Total Maximum Daily Load (TMDL) management and review services for many municipalities. The following are various levels of services Willdan provides to its clients:

Program Management – When called upon for help with NPDES Programs, the majority of Willdan’s clients rely on the firm for full permit and TMDL program management services. This typically includes the preparation of fiscal year budgets, reports, and presentations to city staff and city council; preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; coordination with watershed partners, regulators and at times non-governmental organizations and managing city service personnel.

Full/Partial Minimum Control Measure (MCM) Implementation – Using a full range of administrative and field activities, Willdan has experience ensuring compliance with the Municipal NPDES Permit – Stormwater Management Minimum Control Measures. This includes compliance activities associated with public information and public participation, industrial/commercial (I/C) facilities, planning and land development, development construction, public agency activities, and illicit discharge/illicit connection management. We also augment our clients existing resources, as well as train city staff to take over NPDES Permit requirements such as inspections or the entire compliance program.

Development Plan Review Services – As part of the project development review process required by past Municipal NPDES Permits as well as the current Permit, Willdan provides professional engineering related review services for public and private projects subject to the conditioning and approval for design and implementation of stormwater mitigation measures. This includes Water Quality Management Plans (WQMP) and Low Impact Development (LID) standards for new development, redevelopment, and SWPPP for compliance with the State’s General Permit for construction activities. As a result, Willdan has a comprehensive understanding of proper site design, source control measures and the ability to implement appropriate best management practices (BMPs).

Watershed Management Plan/Program Group Representation – Willdan has in-depth knowledge of the development and implementation of Watershed Management Programs (WMP). Throughout Willdan’s participation in multiple WMP groups, our staff has negotiated multiagency contracts and agreements, actively participated in the development process of the WMP and its Coordinated Integrated Monitoring Program (CIMP) and has collaborated and participated in meetings with group partners and Regional Water Quality Control Board (Regional Board) staff. In addition, Willdan has assisted in the development

of presentations to the Regional Board, multiagency agreements, CIMP implementation, and multiagency cost-sharing formulas.

TMDL Programs and Studies – From the review of Regional Board developed draft Basin Plan Amendments to addressing TMDL requirements, Willdan has years of experience. Quite often Willdan finds itself representing multiple clients with a common interest in the same watershed. These situations provide opportunities for our firm to take on lead watershed roles for the betterment of its clients, especially concerning TMDLs. Another example is a project Willdan designed, managed, and inspected installation of Connector Pipe Screens and Automatic Retractable Screens full capture devices for more the 20 municipal clients in southern California putting those clients ahead of the regulatory curve on the State’s Trash Policy and TMDLs.

Responsiveness to City Staff and Project Requirements

Willdan’s approach to facilitating the plan check process includes:

1

Timely technical reviews of complete plans and reports to help control cost and meet schedules. This avoids delays and added costs that result in incorrect review package submittals.

2

Record keeping utilizing in-house tracking software, digital files, plan check mark-ups and reference materials while logged in the City tracking system is part of our facilitating process.

3

Communication between the plan reviewer(s) and the Engineer of Record facilitates issue resolution and will be done through phone calls, e-mails, and teleconference meetings to facilitate reviews.

4

Keeping the City and others informed through CCs of Review Matrix, e-mails, phone calls, tracking logs, and City tracking system will be given priority by our team members.

Outline of Quality Assurance Program

Many of the Willdan Team members have performed plan and document review services for cities relative to public facilities and building development in the past decade and are doing so currently.

In accomplishing development application/permit reviews, our team members have developed a proven approach to the plan review process that includes organization and documentation, matching staff to assignments and partnering with appropriate sub-consultants (when needed), applicant’s consultants, and the client agency to help deliver a successful project. A successful project application review begins with the submittal of a complete improvement plan review package of relevant materials, including the project conditions of approval or compliance matrices, required regulatory submittals, all related improvement design plans, along with the accompanying subdivision maps and technical reports to the City offices. (It is vital that the submittal packages received are complete and contain all of the necessary reference materials to facilitate a thorough and timely plan/document review).

Once a complete project review package of materials is assigned to our Willdan team members, we will promptly undertake the review process. If incomplete submittals are received, the City will be notified immediately to avoid wasting review time and fees. Notations of incomplete submittals will be done by listing identified submittal deficiencies for the involved parties’ reference and use. Once the submittal content is complete, checking will be resumed. At that point, we will do our best to keep the resumed plan review process on the revised time track.



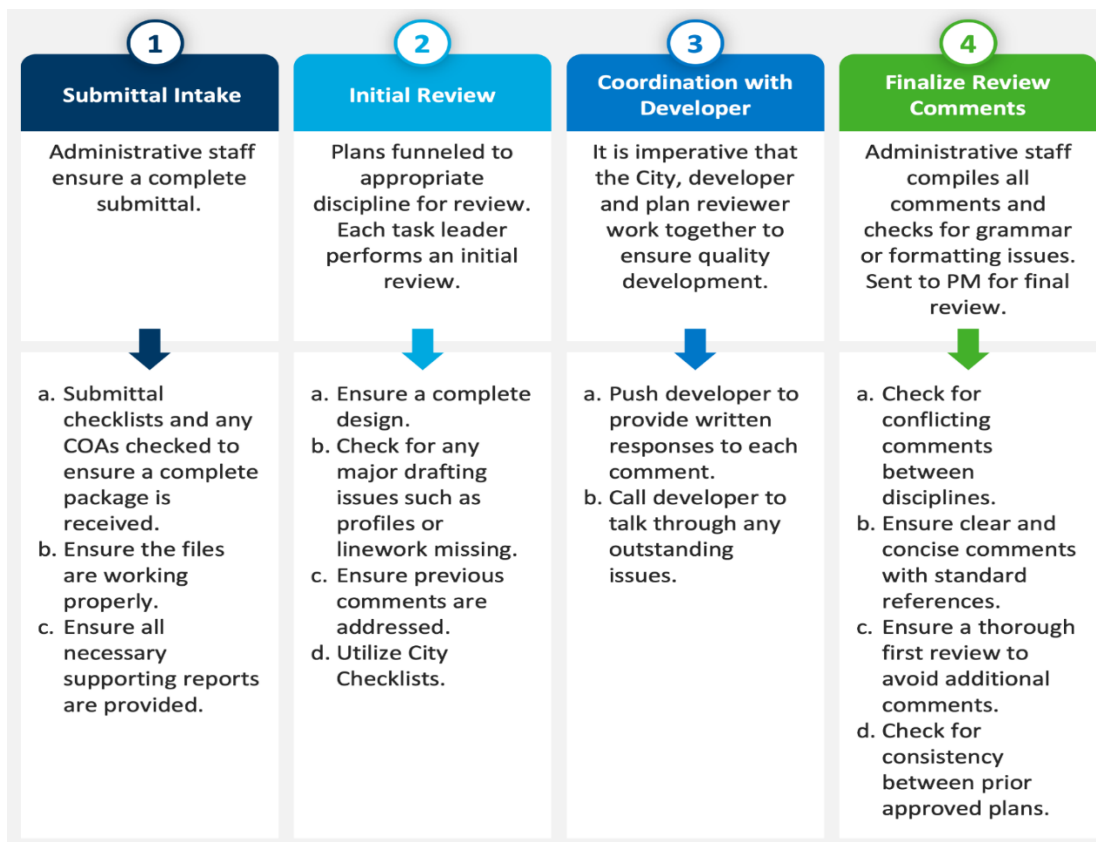
Willdan's Project Manager will be the first point of contact in our review team for each submittal and correspondence. Other submittal review recipients will be established and contacted during the submittal review, as necessary. This step will be part of expediting the assigned project distribution and return for best effectiveness.

As the plan review is begun, our staff will utilize the various City plan review checklists to maintain compliance with the City standards, conditions of approval, and established practice. As required, Willdan will review the project materials received and record the review comments on a comments matrix and provide appropriate 'red-lined' notations on the reviewed documents. Willdan reviewers have been trained to provide clear and concise comments that have specific standard references to avoid any confusion.

A typical plan check comment might be: "The project proposes 8" curb and gutter on Alpha Street. The plans show 18" gutter pan. Revise the gutter pan to be 24" to be in conformance with City Standard Plan No. 120." Upon receiving the comment, the applicant knows exactly what to do per each specific standard.

This procedure will be followed in subsequent second and third review rechecks and will be accomplished within the applicable plan review turn-around time frames. Corrective comments will accompany each review check, with a recommendation for approval where applicable at the end of the third (3rd) review.

Willdan's QA program is broken out into four major phases, as outlined below.







and administration, site analysis, and conceptual development to final design, construction management, observation, and project close-out.

Willdan Staff of Experts

- Municipal Engineering and Management
- Highway and Freeway Engineering
- Building Safety Services
- Environmental Planning
- Geotechnical/Geological Engineering
- Assessment Engineering
- Computer-Aided Analysis and Design
- Geographical Information System (GIS)
- Program and Construction Management
- Construction Inspection and Support
- Traffic and Transportation
- Water and Wastewater
- Urban and Regional Planning
- Drainage and Flood Control
- Structural Engineering
- Right of Way Engineering
- Landscape Architecture

Management and Organization Ability

| | |
|---|--|
|  | <p>Time Management</p> <p>Willdan has a reputation for providing quality and accurate plan review in a timely manner. We understand that time is of critical importance to the City and to the development community. We are dedicated to meeting standard and expedited turnaround deadlines. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each individual project and then aggregated by the technical director to produce division/office-wide labor needs and to identify shortages or surpluses.</p> <p>By having Willdan as part of the City's team, we can establish a process in place that will streamline the land development department, allowing for easier training of City employees.</p> |
|  | <p>Scheduling</p> <p>A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis.</p> |
|  | <p>Staff/Client Relationships</p> <p>As an engineering firm dedicated solely to serving the needs of public-sector clients, Willdan's philosophy is to provide services that will provide the highest quality product for the investment of limited public funds. We strive to resolve potential conflicts through internal peer review to eliminate construction problems and change orders to the maximum extent possible. Our approach to achieving the best possible solution for our clients' needs and budget constraints is to evaluate the alternatives for both present construction and future maintenance costs. We are constantly looking for potential cost savings by evaluating new</p> |

| | |
|---|--|
| | <p>materials and techniques but will not experiment or use a project as a test site. We strongly believe that it is best not to sacrifice long-term infrastructure quality for short-term appearance.</p> <p>To facilitate easier communication, Willdan will create an email box for the City to submit its plans. All our upper management assigned to the project will have access to this email box. This provides a convenient way for the City to contact us while ensuring faster response time to City requests.</p> |
|  | <p>Ability to Meet Deadlines</p> <p>Willdan utilizes a unified management approach whereby each project is undertaken by a project team. Each project is assigned to a senior member of our staff and supported by a team of individuals with the background, experience, and availability best suited for each assignment or, in this case, land development. If needed, Willdan can add additional support staff to the identified team to ensure completion of this assignment by the requested dates.</p> |

Technical Approach

Project Approach

Willdan is noted for open lines of communication and flexibility in providing plan review services. We can provide reviews of hard copy or electronic documents. Coordination of all plan reviews will be through Mr. Stein. We understand that site visits may be required to the project locations and when so conducted, photographs will be taken and documented in the project file.

It is expected that plan checks should not exceed four (4) total plan checks which includes three (3) plan reviews and one (1) final electronic mylar review for approval. Willdan's approach to the plan review process is shown in the flow chart below and as follows:



Process Items 1 through 4: Once Willdan receives notice of a plan review assignment, we coordinate delivery of the project documents, log them into the tracking system and distribute to the discipline leaders.

Process Item 5: The documents are given a preliminary review for completeness, thus ensuring materials required for review are present. The plans are then assigned an internal project task tracking number. Once the project receives a task tracking number, the Project Manager assigns the various documents to the appropriate staff for review.

Process Items 5a through 6b: Our professionals perform a preliminary review of the plans to gain knowledge of the site and the improvements and to determine any substantial errors or omissions such as obvious utility conflicts. These can become critical issues that necessitate substantial redesign. If critical issues are noted, they will be brought to the attention of the City to determine if the review should continue or be suspended pending the redesign required.



Process Item 7: Saving review time saves time for the developer, which is paramount to a project schedule. Once a plan check is determined complete for further review, the reviewers review the documents electronically and provide comments in an electronic format acceptable to the City.

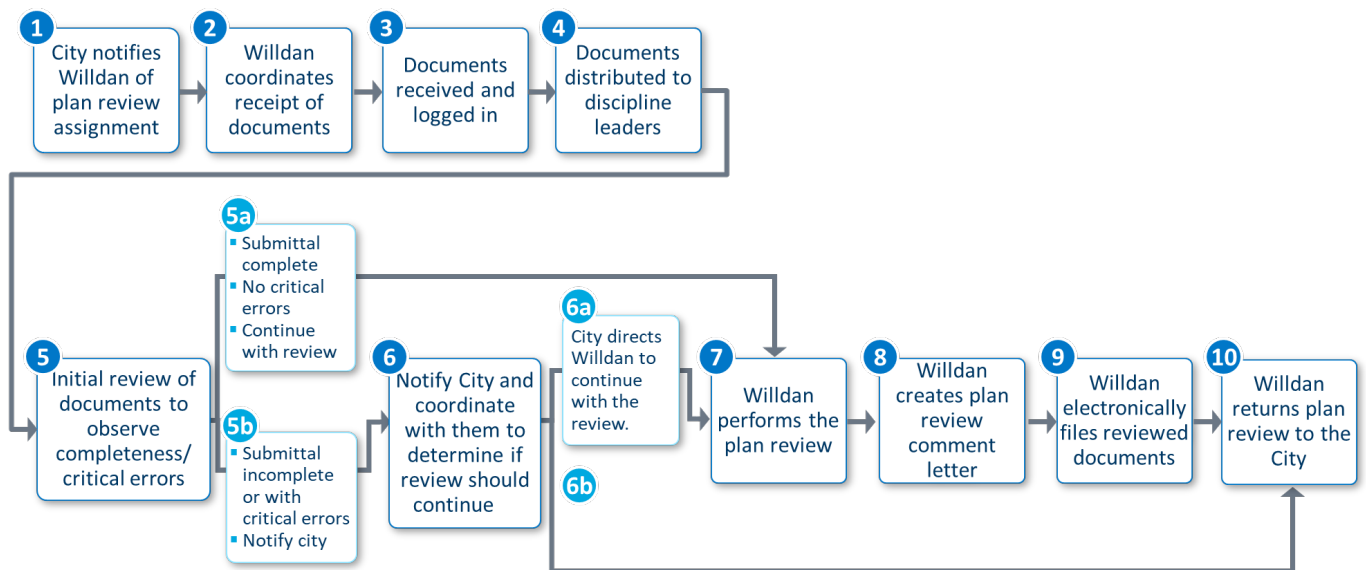
Process Item 8: At the completion of the plan review, a review comment letter will be created which summarized the comments from all disciplines reviewed.

Process Item 9: Electronic plan review allows for ideal record keeping of documents reviewed. Willdan will file all documents reviewed electronically and make them available to others as requested by the City.

Process Item 10: At the completion of the plan review, the review documents and comment letter will be electronically delivered applicant with appropriate City Staff copied.

Willdan provides all administrative, professional, and other technical resources necessary to review designs for completeness and correctness without the need for subconsultants.

City of Lake Elsinore Plan Review Process



In our communication process, we can transmit rough drafts of our comments back to the City for review prior to preparation of final copies. This gives the City staff the prerogative of changing, modifying, or adding any comments they desire. Following approval of draft comments, final copies are printed on agency letterhead, or as otherwise directed, and forwarded to the applicant and/or returned to the City. This process assures local input and knowledge of the content of corrections and produces continuity between the jurisdiction and the consultant. Plan reviewers will be available to discuss and clarify plan check issues with the City staff, designers, owners, and contractors. Willdan will utilize Bluebeam software for plan review. The electronic format provides efficiency in the distribution and recordation of plan review comments and responses. Mylar plans ready for approval by the City Engineer will be initialed, and a letter will be provided stating that the design is in substantial compliance with the applicable local, state, and federal requirements. Deliverables to the



client and applicant for a typical plan check will include electronic delivery of reviewed plans and documents and a corresponding plan review comment letter. For projects containing the review of multiple documents, the plan review comments will be consolidated into one comprehensive comment letter.

Willdan has been providing plan review services electronically for over 20 years. The electronic plan review process is a web-based program utilizing software that enables a plan reviewer to insert annotations (comments) on plans and create issues (comments) within a letter format. Services are provided at the request of the applicant or the agency we serve. Submittals can be accepted either in hard copy, whereby Willdan converts the plans to electronic format, or electronic copy in a PDF or TIF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or the City as directed, in either electronic or hard-copy format. The reviewers can create a comment letter with links to the electronic project pages under review. All administrative tools are provided for correspondence, tracking, stepping through stages, and administering all access privileges. This service allows for collaboration between the City, designer, and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing, and time for the plan review.



Willdan utilizes Bluebeam Revu in its' electronic plan review process. Several of our clients use permit tracking software such as TRAKiT or Energov and we are proficient in the use of those software platforms as well. We will coordinate our review services with the City's permit tracking system. Throughout the plan check process, Willdan will be available to meet with City Staff and/or the developers' consultant with 48 hours advance notice. Willdan understands that adherence to plan review turnaround times is of paramount importance. We are fully committed to meeting the City's following turn around review times:

| NORMAL PROJECTS | | FAST-TRACK PROJECTS | |
|-------------------------------------|---------------------------------------|------------------------------------|---------------------------------------|
| 10 DAYS Initial Submittal | 5 DAYS Subsequent Submittal | 5 DAYS Initial Submittal | 3 DAYS Subsequent Submittal |

Willdan will utilize the City provided Review checklists as outlined in the Lake Elsinore Engineering Design Guidelines Manual or tailor one for our in-house checklists as directed. For WQMP reviews, Exhibit F of the Technical Guidance Documents will be filled out for each review and once completed sent over with the final documents. We routinely utilize check lists to track the completion of the various plan check requirements. They promote consistency in reviews and can be used in-house only or distributed to the City and applicant as directed. Below is a sample of a check list that is most used by our Willdan staff.



Professional Services Agreement

Willdan has reviewed the City's Professional Services Agreement and shall meet these requirements upon selection.

Insurance Coverage and Licenses

Willdan will not encounter any difficulties meeting the City's insurance requirements.

Cost Price

Plan Checking Services

Willdan has reviewed the fee schedule for plan checking services that was included as Attachment A of the Request for Qualifications (included herein as Appendix A). We agree to perform the requested plan checking services in accordance with the Fee Schedule.

Willdan proposes to invoice for plan review services on a plan check completion basis as follows:

Complete Plan Check 1: 60% of plan check fee

Complete Plan Check 2: 25% of plan check fee

Complete Plan Check 3: 10% of plan check fee

Complete Mylar Review: 5% of plan check fee

Additional Services

For additional services, Willdan will perform the agreed upon services on a Time and Materials basis per the attached Schedule of Hourly Rates (Appendix B).

Method of Billing Payment. Willdan will submit to the City of Lake Elsinore no later than the tenth (10th) working day of the month, in the form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such invoice will describe in detail the services provided. For projects which are to be compensated at a fixed fee rate, the invoice will itemize fees per plan type and per plan check. Invoices will contain a certification by a principal member of the team specifying that the payment requested is for services performed in accordance with the terms of the agreement. Upon approval, the City shall pay Willdan for all items stated thereon which are approved by the City pursuant to the Agreement no later than forty-five (45) days after invoices are received by the City's Finance Department.

Please see Schedule A in Appendix A regarding Plan Check Compensation.



APPENDIX A

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" <http://www.lake-elsinore.org>

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 shown and to be constructed by the grading plan. Plan check review of those improvements will be part of the plan approval.

| CUBIC YARDS | <i>CURRENT CITY GRADING PLAN CHECK FEES</i> |
|--------------------------------|--|
| 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 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 CHECK FEES</i> |
| Public Works Improvement Plans-Based on Engineer’s Estimate | 7.5% |



III. OTHER PLAN CHECKS

| OTHER PLAN CHECKS | <i>CURRENT CITY PLAN CHECK FEES</i> |
|---|--|
| 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 | \$1,750.00 |
| Water Quality Management Plan (WQMP) Review - FINAL | \$1,750.00 |

IV. TRAFFIC STUDIES

The City has current agreements with various Traffic Engineers who can review traffic studies. However, should circumstances require it; consultant may be asked to review traffic studies. Any traffic studies to be reviewed will be provisional for a lump sum fixed fee cost for review. If agreed upon by City, this will be considered a separate task order under the As Needed, On Call Agreement.



APPENDIX B

In addition to plan checking services, Willdan Engineering is a fully staffed engineering design and construction management firm. Our firm was founded as a firm providing municipal engineering services to public agencies in California. We provide staff to client cities on contract/staff augmentation basis and are very familiar with the inner workings of cities. Daily we are involved with public infrastructure planning, finance, design, and construction. If the City requires any the services, Willdan is fully prepared to provide them in accordance with the Schedule of Hourly Rates on the next page.





WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2022 to June 30, 2023

| DESIGN ENGINEERING | | BUILDING AND SAFETY | | CONSTRUCTION MANAGEMENT | |
|---------------------------|-------|--|-------|----------------------------------|-------|
| Technical Aide I | \$74 | Assistant Code Enforcement Officer | \$98 | Labor Compliance Specialist | \$132 |
| Technical Aide II | \$96 | Code Enforcement Officer | \$112 | Labor Compliance Manager | \$166 |
| Technical Aide III | \$115 | Senior Code Enforcement Officer | \$132 | Utility Coordinator | \$167 |
| CAD Operator I | \$120 | Supervisor Code Enforcement | \$160 | Office Engineer I | \$133 |
| CAD Operator II | \$139 | Plans Examiner Aide | \$105 | Office Engineer II | \$148 |
| CAD Operator III | \$154 | Plans Examiner | \$160 | Assistant Construction Manager | \$145 |
| GIS Analyst I | \$160 | Senior Plans Examiner | \$175 | Construction Manager | \$168 |
| GIS Analyst II | \$175 | Assistant Construction Permit Specialist | \$112 | Senior Construction Manager | \$182 |
| GIS Analyst III | \$185 | Construction Permit Specialist | \$118 | Resident Engineer I | \$189 |
| Environmental Analyst I | \$133 | Senior Construction Permit Specialist *** | \$139 | Resident Engineer II | \$196 |
| Environmental Analyst II | \$149 | Supervising Construction Permit Specialist | \$147 | Project Manager IV | \$212 |
| Environmental Analyst III | \$159 | Assistant Building Inspector | \$132 | Deputy Director | \$220 |
| Environmental Specialist | \$171 | Building Inspector*** | \$147 | Director | \$226 |
| Designer I | \$160 | Senior Building Inspector | \$160 | INSPECTION SERVICES | |
| Designer II | \$166 | Supervising Building Inspector | \$175 | Public Works Observer ** | \$113 |
| Senior Designer I | \$175 | Inspector of Record | \$187 | Public Works Observer *** | \$138 |
| Senior Designer II | \$184 | Deputy Building Official | \$187 | Senior Public Works Observer** | \$124 |
| Design Manager | \$185 | Building Official | \$189 | Senior Public Works Observer *** | \$138 |
| Senior Design Manager | \$188 | Plan Check Engineer | \$183 | MAPPING AND EXPERT SERVICES | |
| Project Manager I | \$169 | Supervising Plan Check Engineer | \$185 | Survey Analyst I | \$139 |
| Project Manager II | \$187 | Principal Project Manager | \$216 | Survey Analyst II | \$160 |
| Project Manager III | \$197 | Deputy Director | \$220 | Senior Survey Analyst | \$182 |
| Project Manager IV | \$212 | Director | \$226 | Supervisor - Survey & Mapping | \$191 |
| Principal Project Manager | \$216 | PLANNING | | Principal Project Manager | \$216 |
| Program Manager I | \$187 | CDBG Technician | \$78 | LANDSCAPE ARCHITECTURE | |
| Program Manager II | \$199 | CDBG Specialists | \$93 | Assistant Landscape Architect | \$139 |
| Program Manager III | \$217 | CDBG Analyst | \$110 | Associate Landscape Architect | \$160 |
| Assistant Engineer I | \$133 | CDBG Coordinator | \$138 | Senior Landscape Architect | \$175 |
| Assistant Engineer II | \$148 | CDBG Manager | \$166 | Principal Landscape Architect | \$185 |
| Assistant Engineer III | \$157 | Planning Technician | \$118 | Principal Project Manager | \$216 |
| Assistant Engineer IV | \$165 | Assistant Planner | \$147 | | |
| Associate Engineer I | \$170 | Associate Planner | \$160 | | |
| Associate Engineer II | \$177 | Senior Planner | \$182 | | |
| Associate Engineer III | \$181 | Principal Planner | \$189 | | |
| Senior Engineer I | \$184 | Planning Manager | \$201 | | |
| Senior Engineer II | \$188 | Deputy Director | \$220 | | |
| Senior Engineer III | \$191 | Director | \$226 | | |
| Senior Engineer IV | \$195 | ADMINISTRATIVE | | | |
| Supervising Engineer | \$199 | Administrative Assistant I | \$90 | | |
| Traffic Engineer I | \$199 | Administrative Assistant II | \$109 | | |
| Traffic Engineer II | \$212 | Administrative Assistant III | \$127 | | |
| City Engineer I | \$212 | Project Accountant I | \$102 | | |
| City Engineer II | \$220 | Project Accountant II | \$119 | | |
| Deputy Director | \$220 | Project Controller I | \$127 | | |
| Director | \$226 | Project Controller II | \$143 | | |
| Principal Engineer | \$245 | | | | |

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2022 thru June 30, 2023, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Rev 06.09.2022V03



EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]

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

2. Time of Performance.

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

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

c. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on July 1, 2023 and

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

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

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Michael Baker International, Inc.
 Attn: John D. Tanner III, PE
 40810 County Center Drive, Suite 200
 Temecula, CA 92591

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"

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

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 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

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)


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 uninterrupted 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 non-conformance 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
- City of San Bernardino
- City of San Diego
- City of San Juan Capistrano
- City of San Diego
- City of San Marcos
- City of Upland
- City of Moreno Valley

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 NPDES-related 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.

REFERENCE:

CITY OF CARLSBAD
1635 FARADAY AVENUE
CARLSBAD, CALIFORNIA 92008
FORMER COMMUNITY DEVELOPMENT
DIRECTOR, GLEN VAN PESKI

REFERENCE:

RIVERSIDE COUNTY TRANSPORTATION
DEPARTMENT | 2950 WASHINGTON
RIVERSIDE, CALIFORNIA 92504
CLAUDIA STEIDING | 951-955-1694
CSTEIDING@RIVCO.ORG

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 RCFCF facility, and the plan check was completed in coordination with the district.



REFERENCE:

CITY OF CORONA | 400 SOUTH VICENTIA
AVENUE, CORONA, CALIFORNIA 92882
MICHELE HINDERSINN, PE, SENIOR
ENGINEER | 951-739-4951
MICHELE.HINDERSINN@CORONACA.GOV

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.



REFERENCE:

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

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.

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 policies, 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



REFERENCE:

CITY OF MENIFEE | 29714 HAUN ROAD
MENIFEE, CALIFORNIA 92586

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.



REFERENCE:

COUNTY OF RIVERSIDE | 4080 LEMON ST
RIVERSIDE, CALIFORNIA 92501
DAVID McMILLAN, PLS | 951-955-6700

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.



REFERENCE:

CITY OF PALM DESERT
73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260
RANDY BOWMAN | 760-346-0611

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 re-establishment 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.



REFERENCE:

COUNTY OF ORANGE | 601 NORTH ROSS ST
SANTA ANA, CALIFORNIA 92701
LILY SANDBERG, PLS | 714-967-0846

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.



REFERENCE:

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

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.

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.

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.

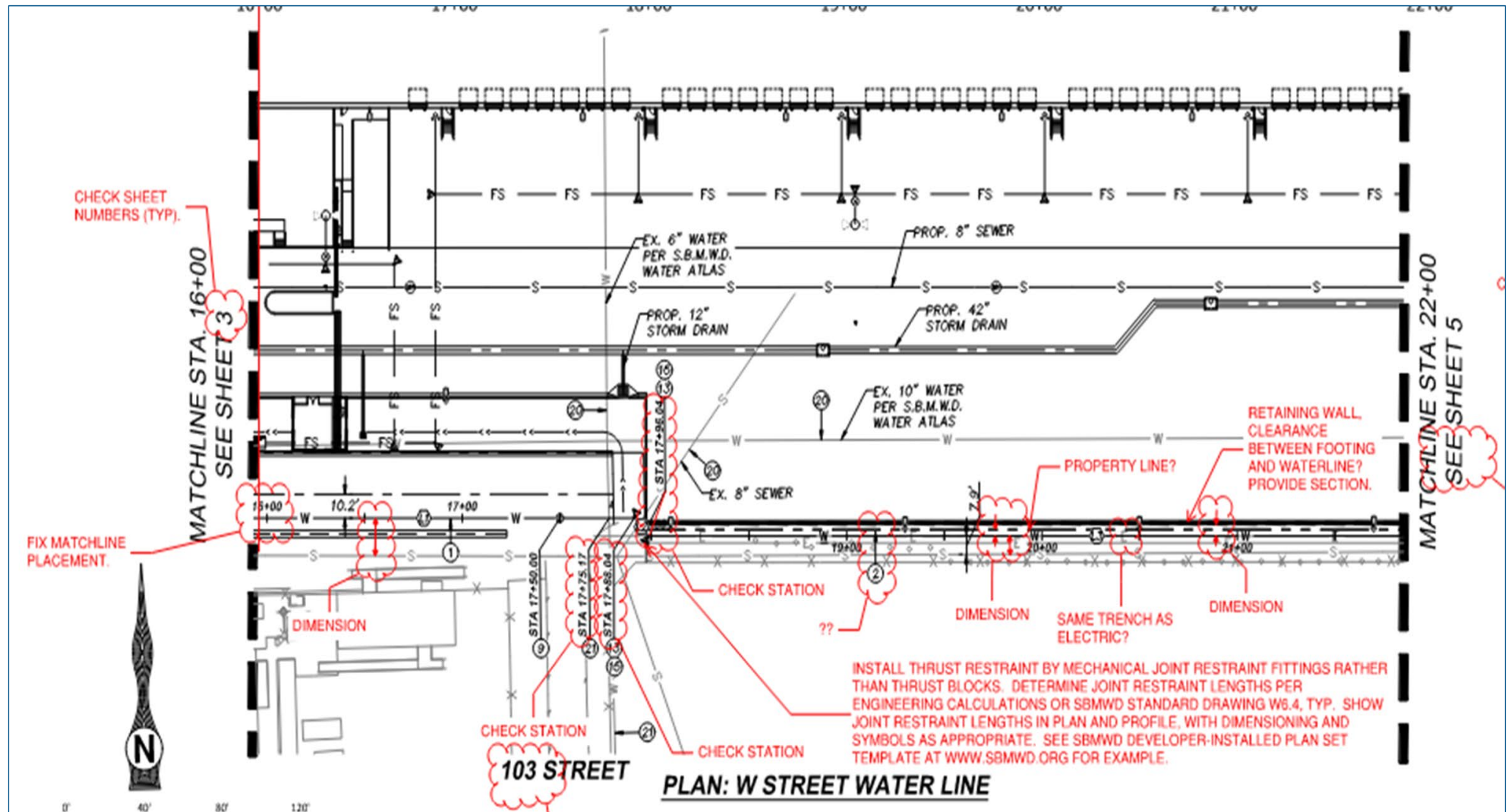
Lewis Retail Center – The project involved the development of a new retail and municipal center, including a government center and library. Michael Baker coordinated with the developer to process the appropriate entitlements, peer review technical reports, and oversee the preparation of an EIR.

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.

REFERENCE:

CITY OF EASTVALE | 12363 LIMONITE
AVENUE, SUITE 910
EASTVALE, CALIFORNIA 91752
BRYAN JONES | 951-361-0900
BJONES@EASTVALECA.GOV

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

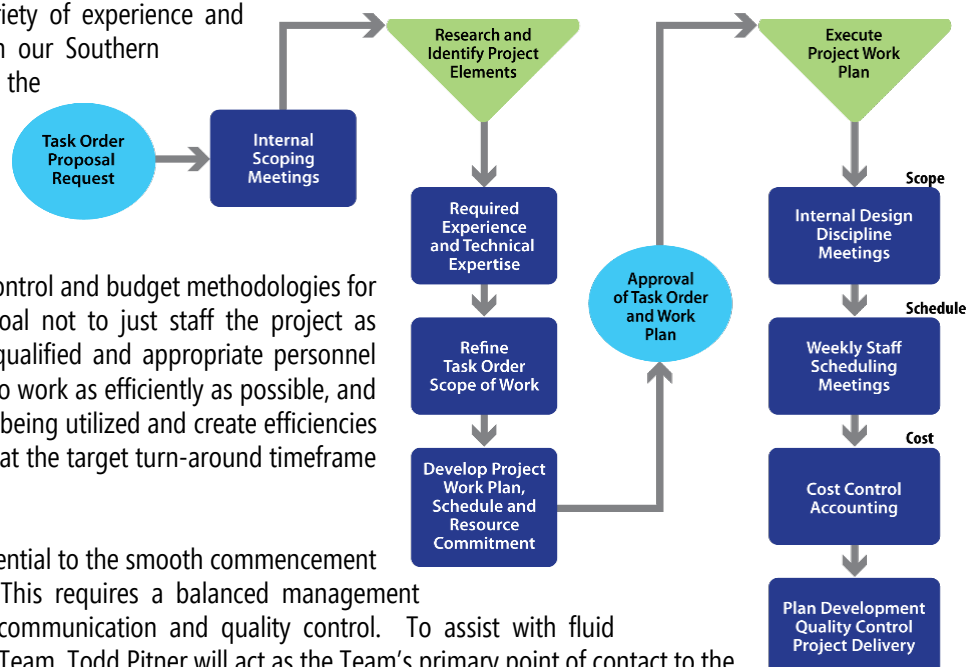
Michael Baker utilizes a multi-discipline team approach and state-of-the-art technology to serve our clients in the plan checking process. The firm is committed to providing the City the full-service resources available through a large firm combined with the high quality and personal attention expected 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 review of a large or small project 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 quality 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



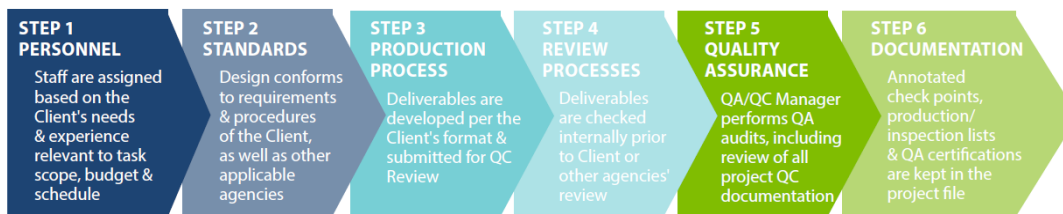
City. Todd will evaluate each plan check request and, together with the City, identify the appropriate personnel for each assignment. Todd will then work closely with our proposed service area Leads (identified on our organizational Chart), who will manage individual assignments, clearly communicate 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

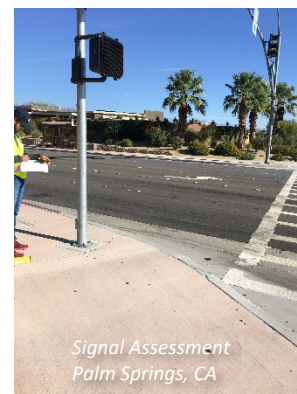
Roadway Design/Pavement Rehabilitation | Michael Baker's pavement rehabilitation and roadway design experience includes all phases of the roadway development process and all sizes of projects. The firm has guided many projects from the feasibility stage through preliminary and final design and on through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

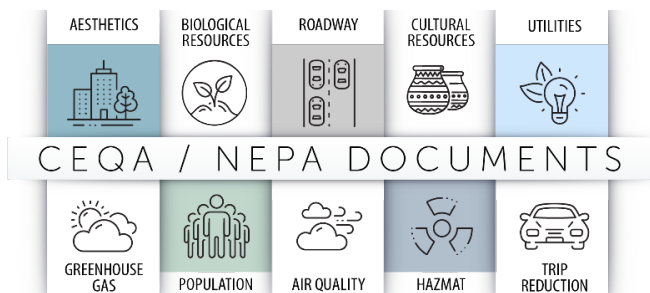
Storm Drain/Hydrology and Hydraulic Design | Michael Baker has planned and designed storm drainage and flood control facilities for public agencies and private developers throughout Southern California. The firm has prepared preliminary drainage studies for addressing such issues as dam inundation, flood 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
- ✓ Traffic Analysis
- ✓ Phase I Environmental Assessments
- ✓ Visual Impact Analysis
- ✓ Cultural Resources

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 information into a digital map database.



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

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 | 280 - 310 |
| Senior Project Manager / QA/QC Manager..... | 250 - 280 |
| Project Manager / Technical Manager / Senior Landscape Architect / Senior Plan Checker..... | 190 - 260 |
| Senior Project Engineer / Senior Traffic Engineer / Senior Planner | 190 - 220 |
| Senior Construction Manager / Senior Resident Engineer | 180 - 230 |
| Project Engineer / Traffic Engineer / Project Planner / Landscape Designer | 160 - 200 |
| Engineer In Training / Designer / Land Surveyor in Training / Technician / Planner / GIS Analyst..... | 120 - 160 |
| Construction Manager / Resident Engineer | 150 - 180 |
| Engineering Assistant / Assistant Planner | 80 - 120 |
| Admin Assistant / Project Administrator..... | 70 - 100 |
| Plan Checker | 140 - 190 |
| 2-Man Survey Crew..... | 270 - 330 |
| 1-Man Survey Crew..... | 165 - 210 |
| Licensed Surveyor | 200 - 240 |
| Field Supervisor | 170 - 220 |

- 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" <http://www.lake-elsinore.org>

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 | <i>CURRENT CITY GRADING PLAN CHECK FEES</i> |
|--------------------------------|--|
| 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 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 CHECK FEES</i> |
| Public Works Improvement Plans-Based on Engineer's Estimate | 7.5% |

III. OTHER PLAN CHECKS

| OTHER PLAN CHECKS | <i>CURRENT CITY PLAN CHECK FEES</i> |
|---|--|
| 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]