

9) **Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California Inc. (ERSC) for the Civil Engineering Services of the New City Hall Project (CIP Project #Z20006)**

Approve and authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California Inc. (ERSC) in the amount of \$44,032.00 for Civil Engineering Services of the new City Hall project (CIP Project #Z20006) 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: Shannon Buckley, Assistant City Manager

Date: November 14, 2023

Subject: Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California, Inc. (ERSC) for the Civil Engineering Services of the New City Hall Project (CIP Project #Z20006)

Recommendation

Approve and authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California Inc. (ERSC) in the amount of \$44,032.00 for Civil Engineering Services of the new City Hall project (CIP Project Z20006) in such final form as approved by the City Attorney.

Background

The City engaged the services of Engineering Resources of Southern California Inc. (ERSC) to provide civil engineering design services and preparation of supporting documents for the new City Hall project. As the final parcel comprising the project site has been acquired and architectural drawings completed, the demolition and grading plans, water and sewer plans and the water quality management plan require modification and completion consistent with the configuration of the final project design. These services are needed to create an engineered building pad for the new City Hall facility. ERSC and the City's architect, STK Architectural, will work together with the help of Dennis Janda Surveying to establish an engineered build site complete with utility connections.

Discussion

The services reflected in the proposed Amendment No.1 to the Professional Services Agreement are in addition to the original civil engineering services for the project's site development. They will include the needed civil engineering construction documentation to affect the utility connection and modified site development. Essential tasks are included in the following:

Precise Grading Plans

- Modification of demolition of the east half of the existing alley and addition of demolition across the building frontage on Main Street/Graham Avenue from the face of the building to the back of the curb.
- Modification to grading design along the rear of the revised building footprint to provide access and drainage.
- Modification of grading along the alley to accommodate future construction of parking east of the alley. The parking lot east of the alley will not be constructed with the current project.
- Design of parkway improvements and curb ramps along Main Street and review and analysis of sidewalk grades along Graham Avenue to verify compliance with accessibility requirements. Design in these areas will provide accessibility in compliance with Chapter 11 of the California Building Code.

Water Quality Management Plan

- Evaluate the most viable treatment methods usable within the limits of the project site.
- Modification of the project-specific water quality management plan to delete the proposed parking in the existing alley and add the new building footprint and the area across the project frontage of Main Street, including, but not limited to, the project description, design control volume and design flow calculations, BMP calculations, and redesign of the WQMP site plan.

Utilities

- Prepare and submit a revised Due Diligence meeting request form to EVMWD.
- Process revised drawings for review and approval by EVMWD.
- Modify sewer and water plans to accommodate a sewer connection in Main Street and eliminate sewer and water reconstruction in the alley.
- Relocate the DCDA, PIV, fire department connection, fire hydrant, and domestic water supply to the south side of Graham Avenue.
- Design piping to the connection point for the fire supply line and domestic water connection per current Plumbing Plans.

Since the City acquired the building located on 114 South Main Street, the current site for the new City Hall has expanded in width. As a result, STK Architecture, Inc. (STK) has modified the City Hall plans to provide a building that encumbers the previous three parcels and the current acquisition. The acquisition of the additional parcel allows for a reduction of the east/west dimensions of the building such that construction will only minimally impact the existing alley and preserve badly needed parking. Consequently, certain utility relocation and alleyway redesign services are no longer necessary for the project.

ERSC Deliverable Services Will Include the Following Major Elements:

- Modified Demolition, Grading, and Erosion Control Plans
- Modified and restated Water Quality Management Plan
- Modified Water and Sewer Plans
- CADD files for use by SCE

Environmental Consideration

Approval of Amendment No. 1 for civil engineering services for the new City Hall Project (CIP Project #Z20006) is in furtherance of implementing the City Hall project approved by the City Council on May 10, 2022. Additionally, there is no substantial change to the project, no new circumstances under which the project will be developed, nor new information requiring additional analysis. Accordingly, no further environmental review is required.

Fiscal Impact

The new corporate facility project (CIP Project Z20006) is included in the Fiscal Year 23/24 – 27/28 Capital Improvement Plan (CIP) Budget

Attachments

- Attachment 1 – Amendment No. 1
- Attachment 2 – Proposal
- Attachment 3 – Original Agreement

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.**

City Hall Civil Engineering Services

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 11/14/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Engineering Resources of Southern California, Inc., a California Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 7/12/2022, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for Consultant to perform civil engineering services related to the new City Hall project. Under the Original Agreement, compensation to Consultant for such professional services would not exceed Sixty-Five Thousand Seven Hundred dollars (\$65,700).

C. The parties now desire to amend the Scope of Services and increase the compensation to pay for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

The scope of services to be performed by Consultant shall be revised as described in Consultant's Proposal dated October 28, 2023 (Exhibit A-1).

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultant's Proposal dated June 29, 2022 (Exhibit A) and Consultant's Proposal dated October 28, 2023 (Exhibit A-1), which are attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation for all services performed exceed One Hundred Nine Thousand Seven Hundred Thirty-Two dollars (\$109,732) 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 and Exhibit A-1 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.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Engineering Resources of Southern California, Inc. a California corporation

City Manager

Matt Brudin, P.E.

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Original Agreement (9/21/23)

EXHIBIT A-1

ORIGINAL AGREEMENT (9/21/23)

[ATTACHED]

16007009

October 28, 2023

Mr. Gus Papagolos, Project Manager
City of Lake Elsinore
130 S Main Street
Lake Elsinore, CA 92530

CITY OF LAKE ELSINORE CITY HALL - REQUEST FOR ADDITIONAL AUTHORIZATION NO. 4 – SITE GRADING AND UTILITY COORDINATION

Dear Gus,

Per our recent conversations, it is our understanding the City has acquired the building located on Main Street directly south of the three parcels that make up the current site of the new city hall building. As a result, STK Architecture, Inc. (STK) has modified its drawings to provide a building that encumbers the previous three parcels and the current acquisition. The acquisition of the additional parcels allows for a reduction of the east/west dimensions of the building such that construction will only minimally impact the existing alley on the east of the site. As a result, the following services are no longer necessary:

1. Coordination with So Cal Gas related to a gas line relocation.
2. Coordination with Elsinore Valley Municipal Water District related to the relocation of an existing sewer and potentially the construction of the proposed waterline in the alley.
3. Redesign of the existing alley to accommodate building construction.

As discussed, we are currently investigating the relocation of the DCDA and fire department connection and the domestic water service to a location on the south side of Graham Avenue. IF this location is deemed acceptable by the City Fire Marshall, the proposed waterline in the alley will also be eliminated.

Based on our review of preliminary building plans provided by STK, we have determined that the deletion and addition of information is required on the demolition and grading plans to provide for the construction of the new city hall building. In addition, there are required modifications to the water and sewer plans and the modification of the water quality management plan. This request also includes time previously expended on support for the relocation of the SCE facilities in the alley east of the proposed building.

We anticipate providing the following services.

Precise Grading Plans

1. Deletion of demolition of the east half of the existing alley and addition of demolition across the building frontage on Main Street Graham Avenue from the face of the building to the back of the curb.
2. Redesign along the rear of the revised building footprint to provide access and drainage.
3. Redesign of grading along the alley to accommodate future construction of parking east of the alley. The parking lot east of the alley will not be constructed with the current project.

4. Redesign of parkway improvements and curb ramps along Main Street and review and analysis of sidewalk grades along Graham Avenue to verify compliance with accessibility requirements. Design in these areas will provide accessibility in compliance with Chapter 11 of the California Building Code.
5. Provide coordination with STK Architecture Inc. throughout the redesign process.

Water Quality Management Plan

1. Evaluation of the most viable treatment methods usable within the limits of the project site.
2. Modification of the project specific Water Quality Management Plan to delete the proposed parking in the existing alley and add the new building footprint and the area across the project frontage of Main Street including, but not limited to, the project description, design control volume and design flow calculations, BMP calculations, and redesign of the WQMP site plan.

Utilities

1. Prepare and submit a revised Due Diligence meeting request form to EVMWD. Process revised drawings for review and approval by EVMWD.
2. Modify sewer and water plans to accommodate a sewer connection in Main Street and eliminate the sewer and water reconstruction in the alley. Relocate the DCDA, PIV, fire department connection, and fire hydrant and domestic water supply to the south side of Graham Avenue.
3. Redesign piping to the point of connection for the fire supply line and domestic water connection per current Plumbing Plans.
4. Coordination with and support of City staff and SCE related to the undergrounding of the existing facilities in the alley east of the project.
5. Project management and coordination.

ERSC will provide project coordination and management throughout the redesign process.

Deliverables

- Revised Demolition, Grading, and erosion control Plans.
- Revised and restated Water Quality Management Plan.
- Revised Water and Sewer Plans.
- CADD files for use by SCE.

Fee Estimate

Fees and charges associated with the prosecution of the precise grading and erosion control plan set are \$44,032.

If you have any questions or comments regarding this proposal, please give me a call at (909) 890-1255.

Respectfully,

Matt Brudin

Signed electronically 10.28.2023

Matt Brudin, P.E.
Principal
MB/mb

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

Engineering Resources of Southern California, Inc.

Corporate Facility Civil Engineering Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of July 12, 2022, 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:

Corporate Facility Civil Engineering Services

B. Consultant has submitted to City a proposal, dated June 29, 2022, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

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

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

AGREEMENT

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

2. Time of Performance.

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

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

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed sixty five thousand seven hundred dollars (\$65,700.00) 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.

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: 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

DocuSigned by:
Jason Simpson
1F351F63E6F2412...
City Manager

DocuSigned by:
John M. Brudin
00071CF3361F40E...
By: Matt Brudin, P.E.
Its: Principal

ATTEST:

DocuSigned by:
CA
2941E149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A0060D9090AF48C...
City Attorney

DocuSigned by:
Shannon Buckley
070FB55A1E42483...
Assistant City Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]



16007009P

June 29, 2022

Mr. Gus Papagolos, Project Manager
City of Lake Elsinore
130 S Main Street
Lake Elsinore, CA 92530

CITY OF LAKE ELSINORE CITY HALL – ALLEY RECONSTRUCTION

Dear Gus,

Engineering Resources of Southern California, Inc. (ERSC), is pleased to provide this proposal for design and preparation of supporting documents related to the City Hall project located on the southeast corner of Graham Avenue and Main Street. **ERSC** understands that the City of Lake Elsinore intends to construct new city hall facilities at this location and the construction will encroach upon a portion of an existing alley located to the east of the existing structures.

Realignment of the alley will occur across a parking lot east of the existing alignment. The realignment will impact existing overhead power and communications lines, a sewer main, a storm drain, and potentially existing gas facilities. City staff is currently working to resolve the conflict associated with utility poles and overhead power and communications. Therefore, **ERSC**, will pursue relocation of the remaining infrastructure, such as, the sewer line, storm drain facilities and the gas line.

Realignment of the alley will be accomplished through the preparation of a street plan designed in plan view only. The potential location of the new alley is shown on Sheet A101 provided by STK Architecture, Inc. (STK). Per this plan, the proposed footprint for the new city hall extends to east across the alley into a portion of an existing parking lot east of existing alley. The lot is identified as Assessor's parcel number 373-151-024 and it is our understanding the City currently retains title to the property.

Based on topography for the project provided by STK, the relocation of the alley will be uphill from its current location. The impact of this will be the creation of a low point where the existing alley alignment meets the south wall of the proposed building. This will create several challenges including providing adequate drainage at the low point and relocation of gravity systems such as the storm drain and the sewer. Relocation of subsurface infrastructure will be accomplished through coordination with owner of each impacted facility, the city, the Elsinore Valley Municipal Water District, and the Gas company.

ERSC will complete the design of the alley relocation and relocation of impacted subsurface infrastructure through completion of the following scope of work

Scope of Work

Record Data – Prepare and submit written requests for record data and as-built drawings from the City of Lake Elsinore, Lake Elsinore Municipal Water District, and the County of Riverside.

Alley Improvements

Prepare plans for the realignment of the existing alley based on STK drawing A101. Construction of the new alley will be designed and prepared based the City of Lake Elsinore, Engineering Division, Plan Preparation and Design Manual dated January 2005, where applicable. Improvements will include a concrete alley with an inverted section to promote drainage, closure of an existing driveway and alley access with curb, gutter and sidewalk, and construction of a new commercial driveway providing access to the new alley location.

Storm Drain Relocation Plan

Using a combination of record drawings and survey data, prepare plan and profile for the relocation of the drain line located along the existing alley alignment. Capacity of the drain will be determined through the development of capacity calculations for the two inlets within the project limits. Construction drawings will provide for the relocation of the pipeline and details related to the connection to the existing line in the alley and in Graham Street. Hydrology and Hydraulic calculations are excluded from this task.

Sewer Relocation Plan

Prepare plans for the relocation of approximately 150 feet of sewer line of unknown diameter, along the new alley alignment. These plans will provide for the installation of the sewer main, three (3) manholes and reconnection of identifiable sewer laterals. Plans for the sewer relocation will be designed and prepared based the Elsinore Valley Municipal Water District (EVMWD) Design Standards for the Design and Construction of Potable Water, Recycled Water and Sewer Facilities, Volume 1 dated July 2017.

Gas Line Relocation

Coordinate with the Cas Company to effect the relocation of the existing gas line in the alley. **ERSC** will develop a contact at the Gas Company and provide construction drawings and other support during the development of plans to relocate the existing facility.

New Utility Connections

ERSC will work with City staff and STK to develop new water and sewer connections to the proposed building. Services will include preparation of various forms and applications, submittal packages and coordination with EVMWD. New utility connections will include a domestic water service, sewer lateral and fire line. Data supporting the design of the domestic water service and sewer lateral will be taken from the plumbing plans for building, Design of the fire line will be based on fire flow test data acquired by **ERSC**. The fire line design will be supported by hydraulic calculations and will provide for the installation of a fire line, fire department connection, post indicator valve and a new fire hydrant serving the system.

Utility Easement

Prepare easements over the realigned portion of the alley in favor of the EVMWD for sewer and SCE for underground electric. One legal description and plat will be prepared over the length and width of the new alignment. Individual presentation of the legal description and plat will be prepared for each agency.

Project Management – Provide specifications and cost estimates supporting the various plan sets. Specifications will provide information related methods, materials and quality of workmanship and will be based on the “Greenbook.” Specifications specific to each type of construction will be provided to the city of inclusion in the project specifications. Prepare applications and submit plans and supporting calculations to EVMWD for review and approval. Schedule and attend meetings with the EVMWD and the City of Lake Elsinore prior to initiating design activities, during design as needed, or as requested.

Exclusions to this proposal include environmental documents, special studies, geotechnical engineering, traffic engineering, offsite street plans, supplemental cross sections, traffic control plans, horizontal control plans, street light plans, offsite water and sewer plans, utility potholing, water quality documents, landscape architecture, architecture, coordination with power and communications providers, coordination with regulatory agencies, regulatory permits, agency submittal fees, permits and permit fees and post design services

Deliverables

- Plans, Specifications and Estimates for Alley and Storm Drain relocation per City of Lake Elsinore requirements.
- Plans, Specifications and Estimates for sewer relocation per EVMWD requirements.
- Design coordination and technical data for the Gas Company during their design effort.
- Plans, Specifications and Estimates for installations of a domestic water service, sewer lateral and fire protection system.
- Submittal packages for Alley and Storm Drain relocation and installation of the fire system for processing by City staff.
- Legal description and plat for sewer and utility easements.

Assumptions

The proposed services presented herein are based on the following assumptions.

1. City of Lake Elsinore will provide a title report for Assessor’s parcel number 373-151-024.
2. City of Lake Elsinore will provide record drawings for the street improvements on Graham Avenue
3. City of Lake Elsinore will provide record drawings for the storm drain improvements in the alley and Graham Avenue.
4. City of Lake Elsinore will provide copies of record drawings for existing SCE facilities.
5. City of Lake Elsinore will provide submittal and processing of relocations plans for the alley and storm drain.
6. City of Lake Elsinore will provide all application and plan check fees.

Fee Estimate

Fees and charges associated with the prosecution of the Scope of Services outlined herein are provided below:

Record Data	\$ 1,480
Alley Improvements	\$ 9,860
Storm Drain Relocation Plan	\$ 7,200
Sewer Relocation Plan	\$12,760
Gas Line Relocation	\$ 6,440
New Utility Connections	\$12,320
Project Management	\$ 6,080
Subtotal	\$64,700
Reimbursable Expenses	\$ 1,000
Total	\$65,700

SCHEDULE

A project schedule will be provided upon receipt a written notice-to-proceed.

If you have any questions or comments regarding this proposal , please give me a call at (909) 890-1255.

Respectfully,

Matt Brudin

Signed electronically 06.29.2022

Matt Brudin, P.E.
Principal

MB/mb

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC
Business Location: 1861 W REDLANDS BLVD BLDG B
REDLANDS, CA 92373-3119
Owner Name(s): JOHN M BRUDIN

ENGINEERING RESOURCES OF SOUTHERN CALIFC
1861 W REDLANDS BLVD BLDG B
REDLANDS, CA 92373-3119

CITY OF LAKE ELSINORE

Administrative Services - Licensing

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

BUSINESS LICENSE NO. 022943
Business Type: PROFESSIONAL/ENGINEERS

Description: CIVIL ENGINEER

Issue Date: 7/1/2022 **Expiration Date:** 6/30/2023

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

TO BE POSTED IN A CONSPICUOUS PLACE

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