

8) **Amendment No. 2 to the Professional Services Agreement for Adams-Streeter Civil Engineers, Inc., for the Avenues Master Drainage Project and Pope Circle Drainage revised Scope**

Approve and authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Adams-Streeter Civil Engineers, Inc., for \$59,300, to provide additional design for scope changes and construction support services plus additional 10% for unforeseen tasks for the Avenues Master Drainage Plan Improvements in final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Remon Habib, City Engineer

Date: May 28, 2024

Subject: Amendment No. 2 to the Professional Services Agreement for Adams-Streeter Civil Engineers, Inc., for the Avenues Master Drainage Project and Pope Circle Drainage revised Scope

Recommendation

Approve and authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Adams-Streeter Civil Engineers, Inc., for \$59,300, to provide additional design for scope changes and construction support services plus additional 10% for unforeseen tasks for the Avenues Master Drainage Plan Improvements in final form as approved by the City Attorney.

Background

On May 25, 2021, the City Council approved a professional services agreement with Adams-Streeter Civil Engineers, Inc., to provide the final design for the Avenues Master Drainage Plan Improvements Project in the amount of \$99,680.

On October 12, 2021, the City Council approved Amendment No. 1 with Adams-Streeter Civil Engineers, Inc., in the amount of \$38,140.00 for additional scope of work and design services.

Discussion

A portion of the project required drainage easements from landowners. One of the landowners rejected the proposed drainage easements. Therefore, additional survey was required to revise the plans for an alternate discharge location. In addition, revisions were needed to the alignment of the purposed storm drain on Lakeshore Dr., to include revising the inlet location on Mill St.

Additionally, EVMWD requested revisions to the alignment to accommodate their upcoming septic to sewer conversion project that should begin in September.

Amendment No. 2 Avenues Master Drainage Plan

The amendment will also allow the consultant to provide support during construction to respond to design related questions and requests for information submitted by the contractor.

Additionally, the amendment covers the final revisions to Pope Circle Drainage Plans.

Fiscal Impact

Amendment No. 2 to the Professional Services Agreement with Adams-Streeter Civil Engineering, Inc., will result in a cost of \$59,300 plus additional 10%. Funding for this project has been allocated under the City's adopted CIP Budget.

Attachments

Attachment 1- Amendment No. 2

Exhibit A - Proposal

Attachment 2 - Vicinity Map

Attachment 3 - Original Agreement & Amendment No. 1

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Adams Streeter Civil Engineers

Professional Engineering Services Avenues Drainage MDP Improvements

This Amendment No. 2 to Agreement for Professional Services is made and entered into as of 5/28/2024, by and between the City of Lake Elsinore, a municipal corporation (“City), and Adams Streeter Civil Engineers, a Corporation (“Consultant”).

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 5/25/2021, (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 compensation to Consultant in an amount of Ninety-Nine Thousand Six Hundred Eighty dollars (\$99,680).

C. Amendment No. 1, approved October 12, 2021, increased the Consultant compensation in the amount of thirty-eight thousand one hundred and forty dollars (\$38,140).

D. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 2.

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:

Consultant shall also perform the services described in Consultant’s 5/21/2024 Proposal (attached to this Amendment No. 2 as Exhibit A-2). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Notwithstanding the foregoing, for purposes of Amendment No. 2 and the term thereof, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant’s Proposal (referenced collectively as Exhibit A-2 Amendment No. 2). In no event shall Consultant’s compensation related to Exhibit A-2 to Amendment No. 2 exceed Fifty-Nine Thousand Three Hundred dollars (\$59,300) without additional written authorization from the City Council. Total compensation shall not exceed One Hundred Ninety-Seven Thousand One Hundred Twenty dollars (\$197,120.00).

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-2 respectively, 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. 2 to be executed on the respective dates set forth below.

"CITY"

"CONSULTANT"

CITY OF LAKE ELSINORE, a municipal corporation

Adams Streeter Civil Engineers, a Corporation

City Manager

Randall Streeter, President/Principal In-Charge

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-2 – Consultant's Proposal

EXHIBIT A-2

CONSULTANT'S PROPOSAL

[ATTACHED]



ADAMS STREETER
Civil Engineers

May 21, 2024

City of Lake Elsinore
Attn: Mr. Carlos Norvani, P.E., Land Development Engineer
Engineering Department
130 S. Main Street
Lake Elsinore, CA 92530

SUBJECT: Amendment No. 2- Proposal to provide engineering and surveying services to revise the approved MDP Storm Drain Plan from Lakeshore Drive to Mill Street and revisions to Pope Circle Plans

Dear Mr. Norvani,

The following revisions were made to the storm drain improvement plan for Project Z-10032 as requested by City of Lake Elsinore to update the approved storm drain plans as described below:

- A. Provide topographical survey and studies to re-align and extend the proposed storm drain to the east to Center Street. Revise plan and profile and update quantities and cost estimate and bid schedule.
- B. Revise storm drain alignment, plan profile and details to relocate storm drain from private property to Lakeshore Drive up to High Street and Park Way Alley. Provide studies as needed to finalize the alignment. Update quantities and cost estimate and bid schedule.
- C. Revise inlet location and alignment on north side of Mill Street at Crescent Drive as directed by City of Lake Elsinore to provide an additional storage and more efficient alignment for inlet structure at newly acquired property at Crescent Drive. Update quantities and cost estimate and bid schedule.
- D. Revise storm drain alignment along Park Way Alley, Avenue 1 and Mill Street to provide required clearance from new proposed sewer line. Storm drain profile, laterals, removal and paving limits, demolition plan, details, quantities, cost estimate and bid schedule are included in this revision as well. This revision affects Sheets 2, 4, 5, 7 and 9 to 16 of 16 sheets.
- E. Provide construction support services for MDP Storm Drain Project Z-10032, including attending the pre-construction meeting and responding to contractor request for clarification related to the project specifications and respond to Request for Information (RFI) from contractor during construction. Preparation of as-built plans is also included in this budget. As-built plans will be based on as-built information provided by the contractor and does not include any surveying services.
- F. Revisions and additions to Pope Circle design for addition of wet well pump station, additional processing with Southern California Edison to provide power to the pump station and revisions to access and grading areas. Supplement to construction support services for added scope of work.

Please see Exhibit A below for location and extent of revisions to Storm drain plans.

The fee breakdown for the above scope of work is provided below for your review and consideration.

ITEM DESCRIPTION	TOTAL FEE
A- Provide topographical survey, studies revision to plans to re-align and extend the proposed storm drain to the east to Center Street	\$9,710
B- Storm Drain Alignment and Location Revision along Lakeshore Drive	\$7,470
C- Revision to Inlet location and alignment at Mill Street and Crecent Drive	\$4,320
D- Strom Drain Alignment Revision along Park Way Alley, Avenue 1 and Mill Street to accommodate new proposed sewer line	\$13,680
E- Construction Support Services for MDP Storm Drain	\$14,400
F- Revisions and Additions to Pope Circle Plans	\$9,720
TOTAL ENGINEERING & SURVEYING FEE	\$59,300

BILLING

All billing will be invoiced on a percentage of completion basis. The above Scope of Work and any additional services will be based on the following current hourly rates:

Office: \$180/Hour
Field: 2-Man Survey Crew \$280/Hour

These rates will remain in effect through December 2024, at which time they may be changed. All out of pocket expenses, such as filing and permit fees, blueprinting, courier fees, plotting and reproduction charges, will be invoiced at our direct cost.

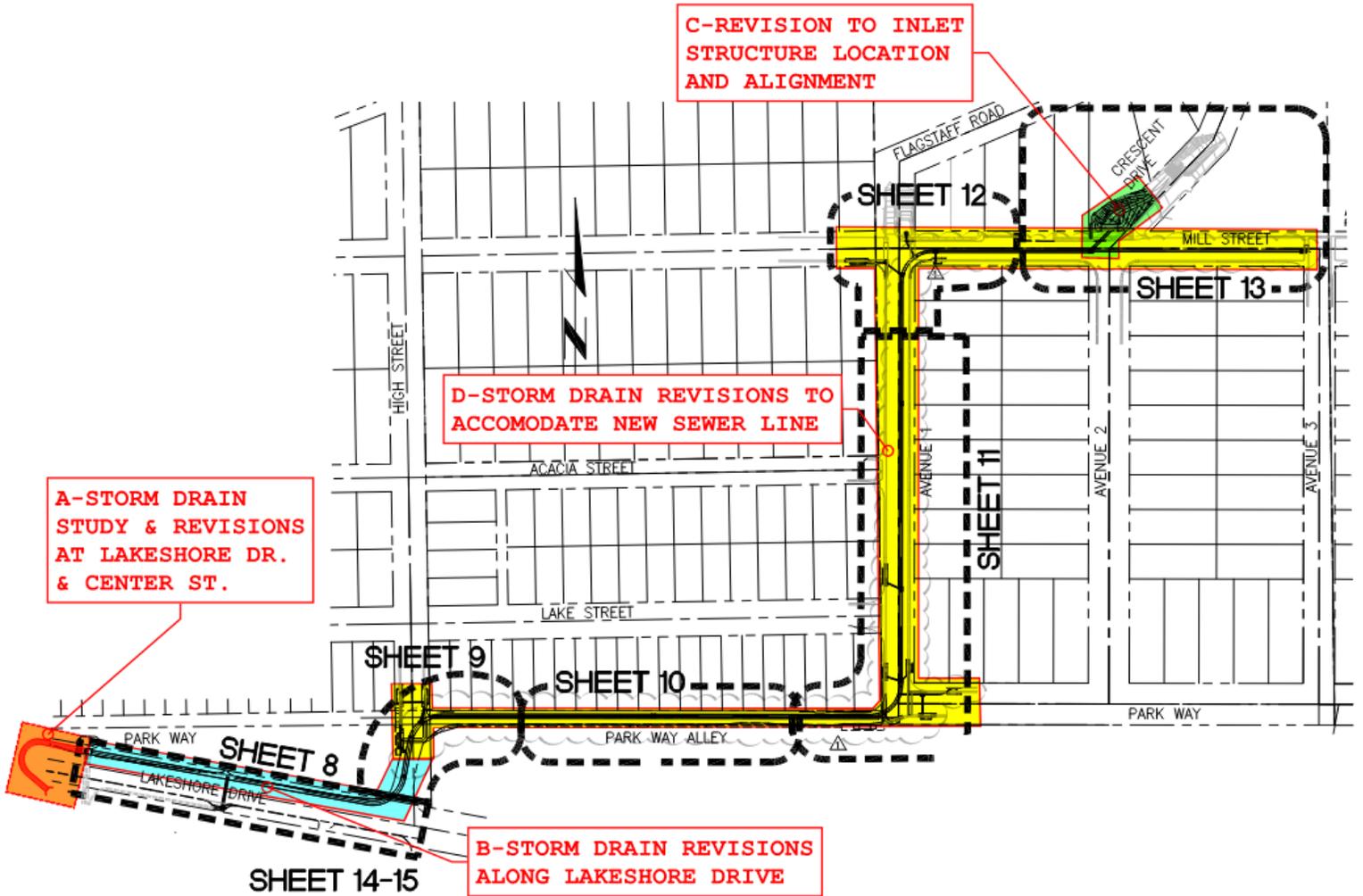
Thank you for the opportunity to be of service to the City of Lake Elsinore. Please do not hesitate to contact me for any questions or if you need anything else.

Sincerely,



Mo Abadi P.E.
Senior Project Manager

EXHIBIT A



AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

Adams Streeter Civil Engineer

Professional Engineering Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of May 25, 2021, by and between the City of Lake Elsinore, a municipal corporation ("City") and Adams Streeter Civil Engineers, a Corporation ("Consultant").

RECITALS

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

Avenues Master Drainage Plan Improvements

B. Consultant has submitted to City a proposal, dated April 21, 2021, 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 Ninety-Nine Thousand Six Hundred Eighty dollars (\$99,680) 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: Adams Streeter
Attn: Randall Streeter
16755 Von Karman, Ste 150
Irvine, CA 92606

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”

Adams Streeter Civil Engineers, a Corporation

DocuSigned by:
Jason Simpson 6/17/2021 | 10:29 AM PDT
City Manager

DocuSigned by:
Randy Streeter 6/17/2021 | 10:16 AM PDT
By: Randall Streeter
Its: President/Principal In-Charge

ATTEST:

DocuSigned by:
CA 6/17/2021 | 10:45 AM PDT
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold 6/17/2021 | 8:47 AM PDT
City Attorney

DocuSigned by:
Shannon Buckley 6/17/2021 | 8:09 AM PDT
Risk Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]

EXHIBIT "A"
THE "AVENUES" MASTER PLAN DRAINAGE IMPROVEMENTS
PROJECT HOURLY AND FEE BREAKDOWN SUMMARY

ITEM DESCRIPTION	Project Director	Project Manager	Project Engineer	2-Man Survey	Survey Office	Sub-Consultant or 3rd Party Vendor	TOTAL FEE
	Hourly Rate (\$/Hr.)						
	170	150	135	250	150		
1. Project Management and Coordination							
a. Project Management	16	8					\$3,920
b. City Staff Collaboration and Online Meetings (Budgeted)	8	8					\$2,560
c. Field Review / Assessment of Site Conditions	4	4					\$1,280
2. Information Research, Review & Utility Coordination							
a. Information Research, Review, Site Constraints		2	16				\$2,460
b. Utility Notification, Information Request & Coordination	4	24					\$4,280
3. Mapping and Initial Field Survey Verifications							
a. Mapping Research for Underlying Record Maps	2	16					\$2,740
b. Title Search / Title Report (Budget for Title Company) **							\$0
c. Drone Survey Along Pipeline Alignment and Supplemental Topo Design Survey at US/DS area of Double Pipe Headwall Culvert (by Lakeshore Dr.)		2	2			\$3,800	\$4,370
d. Supplemental Topo Design Survey at Five Locations Intersections Locations (Along Pipe Alignment)		2	2			\$3,600	\$4,170
e. Base Map Development		4	20				\$3,300
4. Proposed Condition Hydrology & Hydraulics Analysis							
a. Modification of Hydrology Analysis to Simulate Post-MDP Pipeline Conditions	4	24					\$4,280
b. Hydraulic Analysis of MDP Line (WSPG)	4	32					\$5,480
c. Culvert Hydraulic Analysis		16					\$2,400
d. Report Tabulation of Results		16					\$2,400
5. Final Construction Documents							
a. Storm Drain Improvement Plans		20	120				\$19,200
b. Detail Plan		4	24				\$3,840
c. Add Street Improvement Plans to Existing Park Way Street Plans to Include ADA Ramp at Ave 3 / Mill St., MDP Catch Basins and Local Depression Details, etc.		4	32				\$4,920
d. Plan Check Revisions		4	24				\$3,840
e. Bid Schedule, Special Provisions and Technical Specifications	2	24					\$3,940
f. Itemized Cost Estimates	2	2	16				\$2,800
g. Potholing (As-Needed, Budgeted Amount)		2				\$10,000	\$10,300
h. Notice of Intent (NOI) / Notice of Termination (NOT)		16					\$2,400
i. Storm Water Pollution Prevention Plan (SWPPP) *		32					\$4,800
GRAND TOTAL	46	216	256	0	0	\$17,400	\$99,680
OPTIONAL ITEMS							
a. Geotechnical Plan Review and Supplemental Report to Include MDP Line Recommendations.		2				\$5,000	\$5,300

* Not needed if construction performed during non-rainy season between mid-April to end of October.

** The existing "Title Search / Title Report" budget established for the Avenues Drainage Study Area Project will be utilized for this item.

Named Insured: Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc.

RLI Insurance Company

Policy Number: PSB0001237

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: Adams Streeeter Civil Engineers, Inc. dba Southern California Surveying, Inc.
This endorsement modifies insurance provided under the following:

Policy Number: PSA0001063

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – LIABILITY Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

Named Insured: Adams Streeeter Civil Engineers, Inc. dba Southern California Surveying, Inc. **Policy Number:** PSW0001554

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement

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: ADAMS STREETER CIVIL ENGINEERS, INC.

Business Location: 16755 VON KARMAN AVE STE 150
IRVINE, CA 92606-4930

Owner Name(s): RANDAL L STREETER
ADAMS STREETER CIVIL ENGINEERS, INC.

ADAMS STREETER CIVIL ENGINEERS, INC.
16755 VON KARMAN AVE STE 150
IRVINE, CA 92606-4930

CITY OF LAKE ELSINORE

Administrative Services - Licensing

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

BUSINESS LICENSE NO. 026037

Business Type: PROFESSIONAL/ENGINEERS

Description: CIVIL ENGINEERING AND LAND SURVEY

Issue Date: 10/20/2020

Expiration Date: 10/31/2021

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

THIS IS YOUR LICENSE • NOT TRANSFERABLE

Certificate Of Completion

Envelope Id: 5EF3B18197A243F7844CB5630A96E41C	Status: Completed
Subject: Please DocuSign: Adams Streeter MDP Design Agreement.pdf	
Source Envelope:	
Document Pages: 19	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Nicole McCalmont
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	130 S. Main Street
	Lake Elsinore, CA 92530
	nmccalmont@lake-elsinore.org
	IP Address: 47.180.22.242

Record Tracking

Status: Original	Holder: Nicole McCalmont	Location: DocuSign
6/14/2021 12:43:43 PM	nmccalmont@lake-elsinore.org	

Signer Events

Shannon Buckley
 sbuckley@lake-elsinore.org
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 47.180.22.242

Timestamp

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 Resent: 6/16/2021 7:59:10 AM
 Viewed: 6/17/2021 8:05:35 AM
 Signed: 6/17/2021 8:09:59 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/17/2021 8:05:35 AM
 ID: caea88b9-0e70-4cb8-9520-fe711f119539

Barbara Leibold
 barbara@ceqa.com
 My name should not be here
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 A5086D9096AF48C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 184.183.85.151

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 Signed: 6/17/2021 8:47:11 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/17/2021 8:46:44 AM
 ID: ba70ae0c-9090-497d-ba64-1d279ca0c6f5

Randy Streeter
 RStreeter@adams-streeter.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4C80F17D34C1461...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.248.216.226

Sent: 6/17/2021 8:47:12 AM
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 Signed: 6/17/2021 10:16:04 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/17/2021 10:15:43 AM
 ID: 343abf96-e7b2-4927-80e2-0d9539b9f829

Jason Simpson
 jsimpson@lake-elsinore.org
 City Manager
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1F551F63E6FE412...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.58.31.38
 Signed using mobile

Sent: 6/17/2021 10:16:06 AM
 Viewed: 6/17/2021 10:29:18 AM
 Signed: 6/17/2021 10:29:25 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/17/2021 10:29:18 AM
 ID: dd26b91a-1f38-4077-a092-d0cd4cb93ecc

Signer Events	Signature	Timestamp
Candice Alvarez calvarez@lake-elsinore.org City Clerk City of Lake Elsinore Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: 2941B149748C400...</p> Signature Adoption: Uploaded Signature Image Using IP Address: 47.180.22.242	Sent: 6/17/2021 10:29:27 AM Viewed: 6/17/2021 10:45:32 AM Signed: 6/17/2021 10:45:36 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/24/2019 11:01:03 AM
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Luz Reyes lreyes@lake-elsinore.org Office Specialist III City of Lake Elsinore Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 6/17/2021 10:45:37 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2021 12:57:57 PM
Certified Delivered	Security Checked	6/17/2021 10:45:32 AM
Signing Complete	Security Checked	6/17/2021 10:45:36 AM
Completed	Security Checked	6/17/2021 10:45:37 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Carahsoft OBO City of Lake Elsinore (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Lake Elsinore:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 951-674-3124 x269

To contact us by email send messages to: lreyes@lake-elsinore.org

To advise Carahsoft OBO City of Lake Elsinore of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at lreyes@lake-elsinore.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO City of Lake Elsinore

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to lreyes@lake-elsinore.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Lake Elsinore

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to lreyes@lake-elsinore.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO City of Lake Elsinore as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO City of Lake Elsinore during the course of my relationship with you.

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Adams Streeter Civil Engineers

Professional Engineering Services Avenues Drainage MDP Improvements

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 10/12/2021, by and between the City of Lake Elsinore, a municipal corporation ("City), and Adams Streeter Civil Engineers, a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 10/13/2020, (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 compensation to Consultant in an amount of Ninety-Nine Thousand Six Hundred Eighty dollars (\$99,680).

C. The parties now desire to amend the scope of services, term and increase the payment 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:

Consultant shall also perform the services described in Consultant's 9/24/2021 Proposal (attached to this Amendment No. 1 as Exhibit A-1). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

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

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-1) unless earlier terminated as provided elsewhere in this Agreement.

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

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed Thirty-Eight Thousand One Hundred Forty dollars (\$38,140) without additional written authorization from the City Council. Total compensation shall not exceed One Hundred Thirty-Seven Thousand Eight Hundred Twenty Dollars (\$137,820).

Notwithstanding any provision of Consultant’s Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, 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. 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”

“CONSULTANT”

CITY OF LAKE ELSINORE, a municipal corporation

Adams Streeter Civil Engineers, a Corporation

DocuSigned by:
Jason Simpson
4F554F63E6FE442...

City Manager

DocuSigned by:
Randy Streeter
4C80F17031C1401...

Randall Streeter, President/Principal In-Charge

Date: 5/26/2022 | 11:42 PM PDT

Date: 5/26/2022 | 11:26 PM PDT

ATTEST:

DocuSigned by:
CAJ
2941B1497406400...

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
David Mann
BEA021003F5A42C...

City Attorney

DocuSigned by:
Shannon Buckley
078FB35A1E42495...

Assistant City Manager

Attachments: Exhibit A-1 – Consultant’s Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]

September 24, 2021

City of Lake Elsinore
Attn: Carlos Norvani, P.E., Land Development Engineer
Engineering Department
130 S. Main Street
Lake Elsinore, CA 92530



SUBJECT: Proposal to Provide Engineering Design Services for Pope Circle Drive Drainage Improvements (Revised)

Dear Mr. Norvani,

We understand that the City of Lake Elsinore would like to implement drainage improvements at Pope Circle Drive and Bond Avenue which represents a localized sump area where run-off congregates during storm events. A combined approach to provide conveyance and storage of runoff is anticipated in order to provide the needed relief against potential area ponding/flooding. The approach as illustrated by Exhibit "B" includes a subsurface infiltration area along the north side of Pope Circle Drive to capture and infiltrate storm run-off generated from a drainage sub-area of approximately seven acres. Overflow of run-off resulting from larger storm events will be conveyed by a storm drain line from the subsurface infiltration area to the south-east corner of Bond Avenue / Hague Street for surface discharge utilizing a pump system. Two potential storm drain alignment alternatives are shown on Exhibit "B". Alternative #1 is preferred over Alignment #2 as it minimizes the scope of improvements required within the public right-of-way with a lower cost to construct. However, Alternative #1 would require a drainage easement from the private property owner.

As requested, the attached Project Hourly and Fee Breakdown Summary (Exhibit "A") is provided for your review and consideration. As shown on Exhibit "A", a total "not-to-exceed" fee of \$36,840 and \$38,140 is estimated to perform the stipulated scope of services corresponding to Alternative #1 and Alternative #2 respectively. It is also assumed that the drainage improvement plan documents prepared for Pope Circle Drive will be incorporated into the overall construction documents for The Avenues Master Drainage Plan Improvement Project for bidding purposes.

Thank you for the opportunity to be of service to the City of Lake Elsinore. Please do not hesitate to contact me for any questions or if you need anything else.

Sincerely,

A handwritten signature in black ink, appearing to read 'Khoon Tan', written over a large, faint, light-colored watermark of the letters 'AS'.

Khoon Tan, P.E., QSD/P
Director of Municipal Services
Cell: (949) 390-0984 | Email: at ktan@adams-streeter.com

Enclosures: Exhibit Attachments

EXHIBIT "A"

EXHIBIT "A" POPE CIRCLE DRAINAGE IMPROVEMENTS PROJECT HOURLY AND FEE BREAKDOWN SUMMARY

ITEM DESCRIPTION	Project Director	Project Manager	Project Engineer	2-Man Survey	Survey Office	Sub-Consultant or 3rd Party Vendor	TOTAL FEE
	Hourly Rate (\$/Hr.)						
	170	150	135	250	150		
1. Project Management and Coordination							
a. Project Management		4					\$600
b. City Staff Collaboration and Online Meetings (Budgeted)		4					\$600
c. Field Review / Assessment of Site Conditions		4	4				\$1,140
2. Information Research, Review & Utility Coordination							
a. Information Research, Review, Site Constraints		2	8				\$1,380
b. Utility Notification, Information Request & Coordination		2	10				\$1,650
3. Mapping and Initial Field Survey Verifications **							
a. Mapping Research & Field Survey to Locate Monuments		2				\$600	\$900
b. Aerial Orthophoto w/ 1' Contours of Drainage Contribution Area, Aerial Planimetrics and 1' Contours of Anticipated Improvement Areas, and Laser Scanning / Ground Topography w/ 1' Contours and Ground Measured Spot Elevations for Design (Refer to Exhibit "C")						\$3,800	\$3,800
c. Base Mapping Per Recorded Tract Map, Field Monuments, and Utility Atlas Information.		4	12				\$2,220
d. Title Search / Title Report (Alt. #1 Only, Budgeted)						\$2,000	\$2,000
e. Drainage Easement Documents (Alt. #1 Only)					20		\$3,000
4. Proposed Condition Hydrology & Hydraulics Analysis *							
a. Hydrology Analysis		4	16				\$2,760
b. Hydraulic Analysis		2	8				\$1,380
c. Report Tabulation of Results		4					\$600
5. Final Construction Documents *							
a1. Storm Drain Plan & Profile & Detail Plan (Alt. #1 Only)		2	60				\$8,400
a2. Storm Drain Plan & Profile & Detail Plan (Alt. #2 Only)		8	100				\$14,700
b. Opinion of Probable Construction Cost		4					\$600
c. Specification & Separate Bid Tabulation			6				\$810
6. MEP Documents *							
a. Electrical Service w/ Lockable Coupling and Switch						\$2,500	\$2,500
b. Pump Electrical and Mechanical Requirements						\$2,500	\$2,500
GRAND TOTAL FOR ALIGNMENT #1	0	38	124	0	20	\$11,400	\$36,840
GRAND TOTAL FOR ALIGNMENT #2	0	44	164	0	20	\$11,400	\$38,140

* Drainage analysis, plans, specifications and estimates will be incorporated as part of the PS&E for the "Avenues" MDP Drainage Improvement Project

** Field survey and boundary work performed by Atlas Geospatial

ITEMS NOT INCLUDED

- | |
|------------------------------|
| a. Soil Infiltration Testing |
|------------------------------|

EXHIBIT "B"

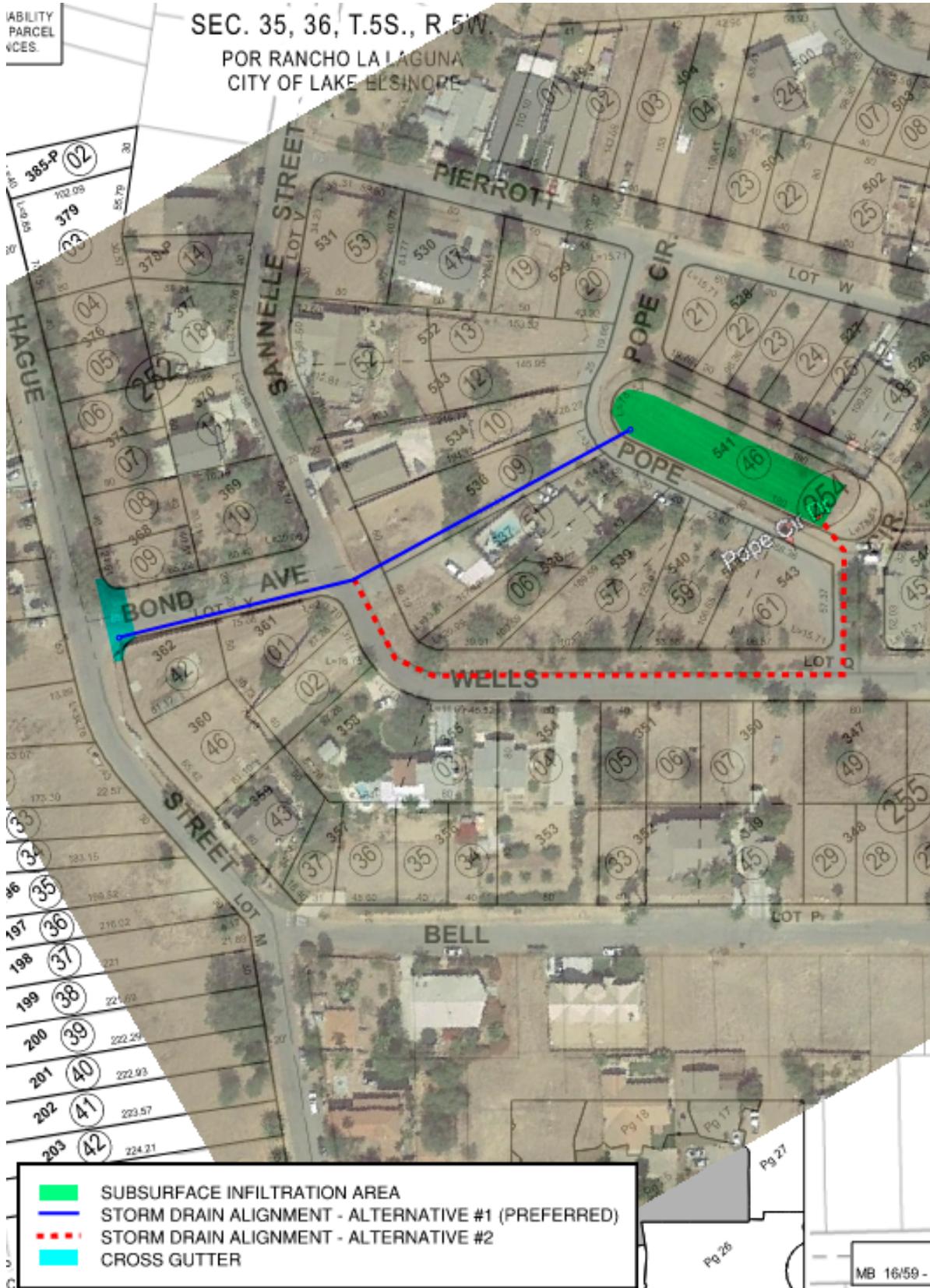
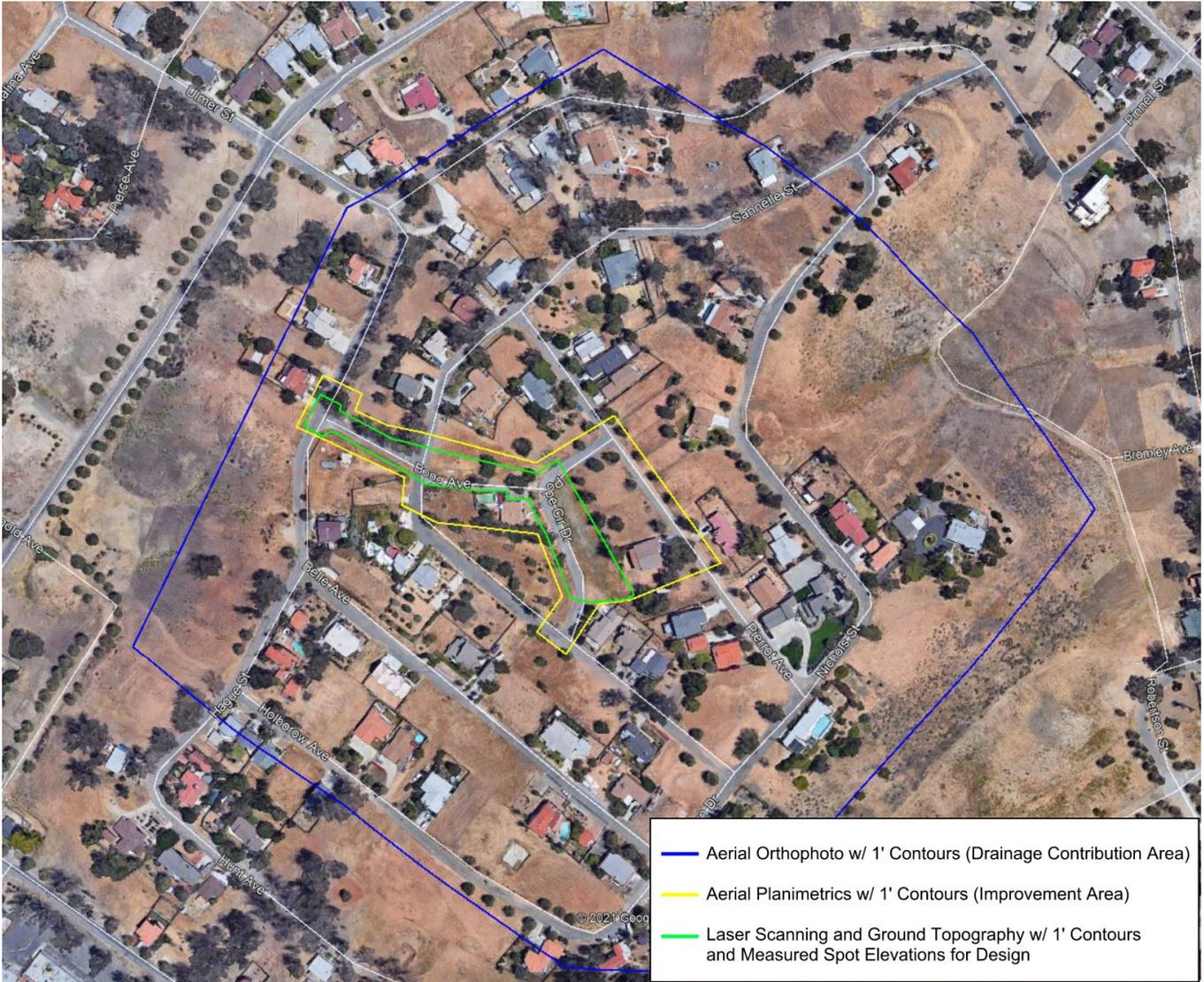


EXHIBIT "C"





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Dana Schwartz PHONE (A/C, No, Ext): (619) 574-6223 50203 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Dana.Schwartz@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc. 16755 Von Karman, Suite 150 Irvine, CA 92606	INSURER A : RLI Insurance Company 13056 INSURER B : Beazley Insurance Company, Inc 37540 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001237	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp.: \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.: \$500	X	X	PSA0001063	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0001201	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PSW0001554	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			V21EE9220501	2/13/2022	2/13/2023	Per Claim \$ 2,000,000
B	Ded.: \$40k Per Claim			V21EE9220501	2/13/2022	2/13/2023	Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: All Operations

City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation in favor of the Additional Insureds.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Named Insured: Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc.

RLI Insurance Company

Policy Number: PSB0001237

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: Adams Streeeter Civil Engineers, Inc. dba Southern California Surveying, Inc. **Policy Number:** PSW0001554

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement

Policy Number: PSA0001063

RLI Insurance Company

Named Insured: Adams Streeter Civil Engineers, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee's” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee's” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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: ADAMS STREETER CIVIL ENGINEERS, INC.
Business Location: 16755 VON KARMAN, SUITE 150
IRVINE, CALIFORNIA 92606
Owner Name(s): ADAMS STREETER CIVIL ENGINEERS, INC.

CITY OF LAKE ELSINORE

Administrative Services - Licensing

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

BUSINESS LICENSE NO. 026658
Business Type: PROFESSIONAL/ENGINEERS

Issue Date: 2/24/2022 **Expiration Date:** 2/28/2023

ADAMS STREETER CIVIL ENGINEERS, INC.
16755 VON KARMAN, SUITE 150
IRVINE, CALIFORNIA 92606

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/>

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Envelope Id: 06BF79DD5B134F6AB2782E63887D5EB7	Status: Completed
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Source Envelope:	
Document Pages: 16	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Nicole McCalmont
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	130 S. Main Street
	Lake Elsinore, CA 92530
	nmccalmont@lake-elsinore.org
	IP Address: 47.180.22.242

Record Tracking

Status: Original	Holder: Nicole McCalmont	Location: DocuSign
5/10/2022 4:08:26 PM	nmccalmont@lake-elsinore.org	

Signer Events

Shannon Buckley
 sbuckley@lake-elsinore.org
 Acting City Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Signed by link sent to sbuckley@lake-elsinore.org
 Using IP Address: 47.180.22.242

Timestamp

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 Signed: 5/10/2022 4:25:13 PM

Electronic Record and Signature Disclosure:
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David Mann
 david@ceqa.com
 Security Level: Email, Account Authentication (None)

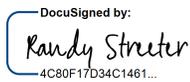
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 Signed by link sent to david@ceqa.com
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 Resent: 5/25/2022 9:14:01 AM
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 Signed: 5/25/2022 9:31:55 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/25/2022 9:31:18 AM
 ID: 0bbaedda-186f-436b-a98f-c28ffae14dbe

Randy Streeter
 RStreeter@adams-streeter.com
 President
 Security Level: Email, Account Authentication (None)

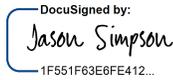
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 Signature Adoption: Pre-selected Style
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 RStreeter@adams-streeter.com
 Using IP Address: 178.17.7.198

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Electronic Record and Signature Disclosure:
 Accepted: 5/26/2022 11:26:23 PM
 ID: c9fa94ac-31bb-4ccd-9106-da5d992dd83b

Signer Events	Signature	Timestamp
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Jason Simpson
 jsimpson@lake-elsinore.org
 City Manager
 Security Level: Email, Account Authentication (None)



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 Signed: 5/26/2022 11:42:42 PM

Signature Adoption: Pre-selected Style
 Signed by link sent to jsimpson@lake-elsinore.org
 Using IP Address: 172.58.28.20
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 5/26/2022 11:42:36 PM
 ID: fcb74010-837e-4024-980b-767d2e643e9e

Candice Alvarez
 calvarez@lake-elsinore.org
 City Clerk
 City of Lake Elsinore
 Security Level: Email, Account Authentication (None)



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 Signed: 5/27/2022 9:03:51 AM

Signature Adoption: Uploaded Signature Image
 Signed by link sent to calvarez@lake-elsinore.org
 Using IP Address: 47.180.22.242

Electronic Record and Signature Disclosure:
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Luz Reyes
 lreyes@lake-elsinore.org
 Office Specialist III
 City of Lake Elsinore
 Security Level: Email, Account Authentication (None)



Sent: 5/27/2022 9:03:54 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	5/27/2022 9:03:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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