

7) **Agreement with Engineering Resources of Southern California Inc. for the Civil Engineering Services of the New City Library Project (CIP Project Z20003)**

Approve and authorize the City Manager to execute a Professional Services Agreement for \$127,385.00 for the Civil Engineering Services of the New City Library Project (CIP Project Z20003) in such final form as approved by the City Attorney and authorize the City Manager to approve change orders up to 10% of the agreement for \$12,738.50.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Shannon Buckley, Assistant City Manager

Date: July 9, 2024

Subject: Agreement with Engineering Resources of Southern California Inc. for the Civil Engineering Services of the New City Library Project (CIP Project Z20003)

Recommendation

Approve and authorize the City Manager to execute a Professional Services Agreement for \$127,385.00 for the Civil Engineering Services of the New City Library Project (CIP Project Z20003) in such final form as approved by the City Attorney and authorize the City Manager to approve change orders up to 10% of the agreement for \$12,738.50.

Background

Staff has engaged the services of Engineering Resources of Southern California Inc. (ERSC) to provide civil engineering design services with valued engineering concepts. ERSC is a leading civil engineering firm that has assisted the City at Launch Pointe RV Resort and the new City Hall. These services are needed to create an engineered building pad for the new corporate facility. ERSC and the City's architect, STK Architectural, will work together with the help of Dennis Janda Surveying to establish an engineered build site complete with utility connections complete with utility connections.

Discussion

These services are standard civil engineering services for the project's site development and will include the needed civil engineering construction documentation to affect the complete site development. Essential tasks are included in the following:

- Record Data on Utilities Research Topography & Boundary Survey
- Base Map Development Plan Pre-Design
- Alley Improvements
- Storm Drain Relocation Plan

New City Library CIP Z20003

- Sewer Relocation Plan
- Gas Line Relocation
- New Utility Connections
- Utility Easement

During the professional services review phase, the deliberate outcome was to ensure a complete understanding of the required and needed services, identify assumptions, and gain an understanding of and experience with corporate facility amenities and civil engineering costs. The ERSC proposal details all the services required to develop project construction documentation.

ERSC deliverable services will include the following major elements:

- Existing Utilities and Boundary Research
- Acquire available public land records
- Acquire available utility records
- Commission preparation of a Preliminary Title Report
- Staff and Accessible Parking
- Begin layout of other site features
- Layout drainage concept
- Layout BMP location
- Utility coordination
- Grading design and plan
- Retaining wall design and plan
- Hydrology Report and WQMP
- Incorporate any modifications/comments

Environmental Consideration

Approval of the Agreement for civil engineering services for the New City Library project (CIP Project Z20003) is in furtherance of implementing the New City Library project approved by the City Council on June 25, 2024. Additionally, there is no substantial change to the project, no new circumstances under which the project will be developed, nor new information requiring additional analysis. Accordingly, no further environmental review is required.

Fiscal Impact

The new City Library Project (CIP Project Z20003) is included in the Fiscal Year 23/24 – 27/28 Capital Improvement Plan (CIP) budget.

Attachments

Attachment 1- ERSC Agreement
Attachment 2 - ERSC Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

Design Professional

Engineering Resources of Southern California Inc.

This Agreement for Professional Services (the "Agreement") is made and entered into as of July 9, 2024, by and between the City of Lake Elsinore, a municipal corporation ("City") and Engineering Resources of Southern California Inc, a Corporation ("Consultant").

RECITALS

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

Civil Engineering Design Documentation (City Library)

B. Consultant has submitted to City a proposal, dated June 19, 2024, attached hereto as Attachment 2 ("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 (Attachment 2). 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 (Attachment 2).

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 (Attachment 2). 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 (Attachment 2).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Attachment 2), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed one hundred twenty seven thousand three hundred eighty five dollars (\$127,385.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Attachment 2 shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

15. Indemnity.

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

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

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

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

[Signatures on next page]

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

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Engineering Resources of Southern California Inc. a corporation

Jason Simpson, City Manager

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachment 1 – ERSC Agreement
Attachment 2 – ERSC Proposal

ATTACHMENT 1
CONSULTANT'S AGREEMENT
[ATTACHED]

ATTACHMENT 2
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]



16007012P

June 19, 2024

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

CITY OF LAKE ELSINORE – NEW LIBRARY

Dear Gus:

Engineering Resources of Southern California, Inc. (ERSC), is pleased to provide this proposal for conceptual design and preparation of contract and supporting documents for a new public library. ERSC understands that the City of Lake Elsinore intends to construct a new public library and parking coupled with botanical garden at the intersection of Main Street and Sumner Avenue. The library and botanical garden will be located south of Sumner Avenue between Main Street and Spring Street and the parking facilities will be located on the southwest corner of Spring Street and Sumner Avenue.

Existing surface features observed are limited and include paved streets on Spring Street, Sumner Avenue and Main Street. These public improvements include curb, gutter and sidewalk on the west side of Main Street, the south side of Sumner Avenue and the east and west sides of Spring Street. Otherwise, the location is dominated by native grasses and vacant ground. The specific location of the proposed facilities and improvements are described below.

- The library is located on the southwest corner of Main Street and Sumner Avenue.
- The Botanical Garden is located on the southeast corner of Spring Street and Sumner Avenue.
- The parking facilities are located on the southwest corner of Spring Street and Sumner Avenue.

In general, ERSC's Scope of Work will include preparation of conceptual designs and construction documents (plans and specifications), utility plans, erosion control plan, engineer's cost estimate, hydrology report, stormwater pollution prevention plan, and a water quality management plan (WQMP, per Santa Ana Regional Water Quality Control Board Order No. R8-2010-0033). Unless otherwise indicated by the City, we have assumed the City will provide topography for areas included in the project.

Based on public documents and a site visit, ERSC believes the project is constructable as envisioned by the City. However, there are certain issues that will affect how ERSC approaches the conceptual (30%) and final design of the proposed facility. These include grading, layout of parking facilities and water quality documentation. These issues are discussed in detail below.

GRADING – The site is characterized by generally flat terrain except along the easterly edge of the evacuation channel. Based on our conversation, it is our understanding that the City intends to raise the

library site and the location of the botanical garden should be graded to sheet flow to the west. Further, the parking facilities located west of Spring Street will be graded to flow southerly so drainage can enter the evacuation channel via existing surface facilities. Raising the site will require import. Import for this project will be provided from the City Hall project and potentially the parking project at City Park.

PARKING FACILITIES – The project is subject to the parking requirement outlined in the City of Lake Elsinore Municipal Code Section 17.148. There is no specific requirement identified for libraries. Therefore, the required number of parking stalls is unknown at this time. Parking ratios or area requirements will be investigated during the 30% Design Phase.

WATER QUALITY DOCUMENTS – The project is subject to the requirements of various water quality permits issued by the Santa Ana Regional Water Quality Control Board for construction activities and post-construction site management. These requirements include preparation of a Stormwater Pollution Prevention Plan (SWPPP) for construction activities and a Project Specific Water Quality Management Plan for post construction site management.

The required WQMP must meet the treat and release standards included in the Guidance Document due to the project location in the watershed tributary to Lake Elsinore which limits treatment options to bio-retention. As discussed, the site will likely require two separate bio-retention facilities. One located on the east side of Spring Street to serve the library and botanical garden, and another located between Springs Street and the evacuation channel to serve the parking area. In addition, there is also the potential for one, or both, of these facilities to require a small pump station. The need for pumping facilities will not be known until we get into the final design.

SCOPE OF WORK

ERSC expects the following to be necessary to achieve the desired result:

Existing Utilities and Boundary Research

- Acquire available public land records.
- Acquire available utility records.
- Commission preparation of a Preliminary Title Report.

Base Sheet

- Review survey data prepared by DJI.
- Develop project base sheet.
 - Existing Utilities
 - Other Existing Improvements

30% Design Submittal Deliverables:

- Conceptual Grading Plans
 - Layout site geometrics.
 - Layout drainage concept.
 - Layout BMP location.
 - Layout ingress/egress.
 - Staff and Accessible Parking
 - Begin layout of other site features.

- Conceptual parking lot layout.
 - Layout parking stalls.
 - Layout site geometrics.
 - Layout drainage concept.
 - Layout BMP location.
 - Layout landscaped areas concept.
 - Layout ingress/egress .
 - Begin layout of other site features.
- Demolition Plan.
- Utility coordination.

60% Design Submittal Deliverables:

- 60% drawings (plans and specifications).
 - Advance plans preliminary level detail.
 - Preliminary grading design.
 - Retaining wall design.
 - Incorporate any comments.
- Utility Plan
 - Potholing
 - Coordination with Elsinore Valley Water District.
- Fire Protection Plan.
 - Fire Flow Test
- Erosion Control Plan.
- Preliminary Hydrology Report.
- Preliminary WQMP.
 - Pump station design.
- Preliminary Storm Water Pollution Prevention Plan
- Preliminary Engineer's Estimate

90% Design Deliverables:

- 90% drawings (plans and specifications).
 - Incorporate any modifications/comments.
- Engineer's Estimate.
 - Incorporate any modifications/comments.
- Hydrology Report.
 - Incorporate any modifications/comments.
- Storm Water Pollution Prevention Plan
 - Incorporate any modifications/comments.
- WQMP.
 - Incorporate any modifications/comments.

100% Submittal Deliverables:

- 100% Drawings: Plans, Specifications and Estimates.
 - Incorporate any comments.
- Final Hydrology Report
 - Incorporate any comments.
- Final WQMP
 - Incorporate any comments.



Project Management and Meetings

- Coordinate design with City and outside agencies.
- Attend meetings as required.
 - Prepare meeting agenda and minutes.
- Establish and manage project control.

SCHEDULE

ERSC will provide a Project Schedule upon receipt of a notice-to-proceed.

FEE ESTIMATE

The fees and charges associated with the completion of the proposed, Scope of Services are as follows:

Existing Utilities	\$ 2,500
Base Sheet.....	\$ 3,760
30% Submittal (Conceptual)	\$ 25,110
60% Submittal	\$ 32,840
90% Submittal	\$ 28,350
100% Submittal	\$ 7,350
Project Management and Meetings	\$ 4,850
Reimbursable Expenses	\$ 12,625
Total	\$ 127,385

Please note, reimbursable expenses include fees for the following items:

- Potholes (Limited to 5): \$10,000
- Preliminary Title Reports (2 parcels): \$,1500
- Fire Flow Test (EVMWD): \$125
- Misc Expenses: \$1,000

Exclusions to this proposal include environmental documents, special studies, geotechnical engineering, traffic engineering, street plans, supplemental cross sections, traffic control plans, horizontal control plans, site and street light plans, water and sewer plans (except services and laterals), landscape architecture, architecture, coordination of dry utilities, coordination with regulatory agencies (i.e. CDFW, USACOE), regulatory permits, agency submittal fees, r/w dedication documents, permits and permit fees and post design services

If you have any questions regarding this proposal, please give me a call at (909) 890-1255, x103 or email me at matt@erscinc.com.

Respectfully yours,

Matt Brudin

Electronically signed 06.19.2024.

Matt Brudin, P.E.
Principal



MB/mb