

20) **Amendment No. 1 to the Agreement with David Evans and Associates, Inc. (DEA) for Main Street Conceptual Design Master Plan**

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with David Evans and Associates, Inc. in an amount not to exceed \$319,100.00 for the preparation of construction documents for the Main Street Improvements project in such final form as approved by the City Attorney, and authorize the City Manager to execute change orders not exceeding a 10% contingency of \$31,910.00 for unanticipated costs.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Rick De Santiago, Public Works Manager

Date: December 10, 2024

Subject: Amendment No. 1 to the Agreement with David Evans and Associates, Inc. (DEA) for Main Street Conceptual Design Master Plan

Recommendation

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with David Evans and Associates, Inc. in an amount not to exceed \$319,100.00 for the preparation of construction documents for the Main Street Improvements project in such final form as approved by the City Attorney, and authorize the City Manager to execute change orders not exceeding a 10% contingency of \$31,910.00 for unanticipated costs.

Background

The City entered the original Agreement on February 28, 2023, for \$182,233.00 for the Main Street Conceptual Design Master Plan. David Evans and Associates has effectively provided landscape, art, and aesthetic design concepts for the City on several other projects. Staff has contacted David Evans and Associates for proposals to develop conceptual design services for the Main Street Master Plan.

The goal of the Main Street Master Plan Project is the construction of streetscape enhancements throughout this unique one-mile corridor that will create a true “sense of place,” a vibrant, unique corridor that successfully incorporates existing conditions and proposed improvements. Implementing aesthetic aspects of the Downtown and functional aspects of properties will assist the team in creating a “complete street,” which encourages a true sense of place, economic development, beautification, and transit facilities and comprehensively provides the safest pedestrian and bicycle use possible.

Discussion

Amendment No. 1 to the Agreement with David Evans and Associates is requested to prepare construction documents for the Main Street improvements in the City of Lake Elsinore. DEA proposes the following scope of services:

Demolition Plans – These plans will indicate the limits of removing existing features needed to construct the proposed improvements. Improvements would include but are not limited to, sidewalks, site furnishings, streetlights, plant material, and irrigation equipment. The demolition plans will also identify items to be protected in place and removed to be turned over to the City.

Civil Plans

Electrical Plans

Planting Plans – Plans show the location of plant material and will include a plant legend indicating the botanical and common names, quantity, size, and remarks.

Irrigation Plans – The plans will indicate the layout of the irrigation system, the point of connection, the backflow prevention method, pressure regulation as necessary, and equipment size and type in the irrigation legend. The design plans will be fully compliant with AB1881.

Supplementary Specifications – The City will prepare specifications for the project, and DEA will provide the following supplementary materials: 1) Bid item descriptions/quantities, 2) technical specification appendices for vendor-provided items such as lighting, site furniture, etc.

Estimate of Probable Construction Costs - Project elements will be quantified and estimated to the greatest extent possible; lump sum estimates will be used when necessary.

The construction documents for the Main Street Improvement Project will be designed to integrate seamlessly with the approved improvement plans. This integration ensures that all elements of the construction process align with the established vision and objectives for Main Street.

Fiscal Impact

Funds are available in the City's Fiscal Year 24/25 Capital Improvement Plan (CIP).

Attachments

Attachment 1 - Amendment No. 1

Exhibit A - Proposal

Attachment 2 - Original Agreement

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

David Evans and Associates, Inc.

Construction Documents for Main Street Improvements

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 12/10/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and David Evans and Associates, Inc, a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 2/28/2023, (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 One Hundred Eighty-Two Thousand Two Hundred Thirty-Three dollars (\$182,233.00).

C. The Original Agreement had a term until the services and related work are completed in accordance with the Consultant's Proposal.

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 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 11/14/2024 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 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 five hundred and one thousand three hundred and thirty-three dollars (\$501,333.00) without additional written authorization from the City Council.

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.

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

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

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

David Evans and Associates, Inc.

City Manager

Date: _____

Kim S. Rhodes, PLA 3867
Vice President

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]



November 14, 2024

Rick De Santiago
Public Works Manager
City of Lake Elsinore
Corporate Yard
521 North Langstaff St.
Lake Elsinore, CA 92530

**SUBJECT: PREPARATION OF CONSTRUCTION DOCUMENTS FOR MAIN STREET
IMPROVEMENTS IN THE CITY OF LAKE ELSINORE**

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for design services for streetscape improvements on Main Street. The limits of work are shown on the attached exhibit.

DEA has prepared conceptual plans for the proposed improvements and those plans will be used as a basis for the design of this project. The base sheets will be prepared using DEA survey data gathered as a part of the conceptual plan preparation, supplemented by City plans for the sidewalk ramp/conduit project and the Civic Center project.

Please note plans for the gateway structures are part of a separate proposal as that project will be packaged and bid separately from the remainder of the work as previously discussed with you.

DEA proposes the following scope of services and fees:

Task 1 - Field Investigation and Base Sheets

A site visit by two DEA team members (civil and landscape) along with City staff will be conducted to review the proposed improvements in the field. Constructability issues will also be evaluated during the site visit. The conceptual plan will be compared to field conditions with the intent of making any necessary adjustments to the base sheets prior to beginning preparation of construction documents. This is a critical step to minimize revisions to the construction document package. Base sheets, using the City's template, will be developed at 20 scale, and used for the preparation of project plans. Soil samples will be taken for testing during the site visit as required under MWEL0.

Deliverables – Base sheets

Meetings – One at site, two virtual

Task 2 - Geotechnical Investigation

Geotechnical field investigation and report including recommendations for streetlights, a gateway arch at Sumner Ave., monuments at Lakeshore Dr. (construction documents for the arch and monument are part of a separate construction document proposal) and sidewalks will be provided. See attachment for detailed scope description.

Deliverables - Geotechnical report containing investigation data and recommendations for design features.

Meetings – None.

Task 3 - Construction Documents

- Demolition Plans - These plans will indicate the limits of removal of existing features needed for construction of the proposed improvements. This would include, but not be limited to: sidewalks, site furnishings, streetlights, plant material and irrigation equipment. The demolition plans will also identify items to be protected in place and items to be removed that are to be turned over to the City.
- Civil Plans - Prepared by DEA. See attachment for detailed scope description.
- Electrical Plans - See attachment for detailed scope description.
- Planting Plans - Plans show the location of plant material and will include a plant legend indicating the botanical and common names, quantity, size, and remarks. Details will also be provided.
- Irrigation Plans - The plans will indicate the layout of the irrigation system, the point of connection, backflow prevention method, pressure regulation (as necessary), and equipment size and type in the irrigation legend. The design plans will be fully compliant with AB1881. Details will also be provided.
- Supplementary Specifications - City to prepare specifications for project, DEA to provide the following supplementary materials: 1) Bid item descriptions/quantities and, 2) Technical specification appendices for vendor provided items such as lighting, site furniture, etc.
- Estimate of probable construction costs - Project elements will be quantified and estimated to the greatest extent possible; when necessary, lump sum estimates will be used. This estimate will be revised throughout the project from the 60% submittal onward.

Deliverables - 20 scale plans submitted at 60%, 95% and 100%, one revision to 100% plans based on City comments, technical specifications, estimate of probable cost.

Meetings – Two in person meetings, seven virtual meetings

TOTAL FEE - \$318,100 (Including reimbursables \$319,100)

Assumptions

1. Existing water and electrical services will be used in their current locations and no new water or electrical service points of connection will be added to the project site as a part of this work.

2. Construction documents for this project will be designed to integrate with the approved Main Street improvement plans.
3. Existing survey data has been evaluated and at this time we believe no additional survey work will be required, and therefore, no survey work is included in the scope of this proposal.
4. Sleeves exist and can be re-used for this project at street crossings.

Exclusions

1. Technical specifications beyond what is noted in this proposal
2. Plans for Gateway structures (see separate proposal)
3. Outside agency plan submittal and revisions
4. Structural calculations for street lights (to be provided by vendor)
5. WQMP/SWPPP/SWPPP Permitting/Erosion control plans
6. LID Compliance
7. Bidding/construction support
8. As-built drawings

Reimbursable Items – \$1,000 (for budgetary purposes)

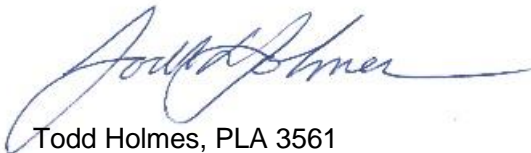
Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an “Extra Services” basis and negotiated accordingly.

Our DEA team is available to begin work immediately following the issuance of a notice to proceed. Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to ensure we provide a level of service that is consistent with your needs.

Sincerely,

David Evans and Associates, Inc.



Todd Holmes, PLA 3561
Associate



Kim S. Rhodes, PLA 3867
Vice President

Attachments:

- A: Main Street Conceptual Plan
- B: Geotechnical Scope of Work
- C: Electrical Scope of Work
- D: Civil Engineering Scope of Work



ATTACHMENT C
2024 04 01 DEA Proposal - Main
Street Construction Documents

Date: March 1, 2024

Company: David Evans and Associates, Inc.
4141 E. Inland Empire Blvd, Suite 250
Ontario, CA 91764

Attention: Todd Holmes

Subject: Lake Elsinore Main Street Lighting
Our Proposal #P-2416728

PROJECT SCOPE

Provide Construction document design and specifications for Lake Elsinore Main Street Lighting located in Lake Elsinore, CA. Scope is to provide new street and pedestrian lighting along Main Street which will include bollards. Existing services will be reused when possible and new designed when required. Street lighting will be done to City standards. Location of underground utilities will be assumed to be as shown on City Street Improvement plans.

PROJECT ASSUMPTIONS

- 1) Proposal based on drawings/SOW/RFP dated 02/06/24
- 2) Design Phases: 50%CD, 100%CD
- 3) The following existing systems and equipment will be reused:
 - a) Electrical service when available
- 4) Dry utility coordination will be handled by:
 - a) Power: Design West Engineering
- 5) Code cycle: 2022
- 6) Construction and Bid support is not included, shown as optional

SERVICES INCLUDED

- 1) (1) Pre-design site visit for verification of existing conditions
- 2) (5) Virtual conference/coordination meetings
- 3) Electrical specifications provided in book format
- 4) Licensed Professional Engineers stamp and signature
- 5) Review of quantities and scope within construction cost estimates provided by Landscape architect
- 6) Estimate of probable construction cost
- 7) Electrical site plan including the following:
 - a) Site lighting layout, circuiting, and control wiring diagram
 - b) Point by Point of site lighting foot candle levels per IES Standards. Photometrics will take into account existing obstruction of lighting such as tree's

- c) Site raceway system, vault/pedestal locations and sizes, meter location/requirements, transformer pad locations
 - d) Schedule of lighting fixtures
 - e) Coordination with existing electrical service
 - f) New service entrance and main meter sections design
 - g) Single line diagram
 - h) Load schedules
 - i) Panel schedules
 - j) Voltage drop calculations
- 8) Utility Coordination including the following:
- a) Electrical utility coordination including the following:
 - i) Coordination of power service with serving utility
 - ii) Completion of all paperwork and plan submittals with power company
 - iii) Site meeting with power company
- 9) Deliverables as follows:
- a) Progress sets per Design Phase under Project Assumptions - .pdf electronic files
 - b) For submission/re-submission (limited to ONE) to Plan Check - .pdf electronic files
- 10) Plan Check and Permit support services:
- a) Completion of City plan check comments

OPTIONAL SERVICES

- 1) Bidding support services:
 - a) Provide response to RFIs to Architect
 - b) Provide clarifications and revisions to drawings and/or specifications when required
- 2) Construction administration support services:
 - a) Provide response to RFIs to Architect
 - b) Review and return to the Architect, shop drawings and submittals
 - c) Construction phase meetings/site visit(s) including
 - d) Site visit with final "punch list"
 - e) Prepare required project close reports and documentation
 - f) Prepare As-Built/record drawings based on contractor notes and redlines

SERVICES NOT INCLUDED

- 1) LEED Documentation, Credit Analysis or Credit Templates
- 2) Commissioning and/or Energy Code acceptance testing services
- 3) Documenting existing Electrical systems beyond major components. Major components consist of Electrical equipment. If accurate As-Built or record drawings are not provided, and additional time is required to verify size and location of lighting and electrical wiring, additional fees will be required.
- 4) Background generation
- 5) Upgrade to existing electrical service or panelboards due to inadequate capacity or condition
- 6) Site improvements
- 7) Project meetings, construction site visits, or recurring coordination meeting conference calls beyond those listed in scope
- 8) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site



- plan modifications, or additional scope changes
- 9) Calculation of plan check and/or building permit fees or payment thereof
 - 10) Delivery of plans to City or County agencies
 - 11) Printing of additional sets of drawings other than listed in scope
 - 12) Material and equipment take-offs for bidding
 - 13) Construction contract bid negotiation process
 - 14) Electrical services for building other than those listed in scope of work
 - 15) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included
 - 16) Sub-contracts with any other consultants such as Structural Engineers, or Architects for out of scope work such as equipment platforms and support or site lighting pole base calculations
 - 17) Verifying locations of existing underground utilities which transit the site
 - 18) Design of solar photovoltaic systems and energy storage systems and calculations
 - 19) Special effect lighting systems such as Theatrical lighting
 - 20) Temporary power design
 - 21) Load monitoring of existing electrical systems or circuit tracing of existing circuits and feeders
 - 22) Selection and locations of public street lighting, traffic control, street improvements and offsite utilities
 - 23) Measurements of lighting levels post construction
 - 24) Arc flash hazard analysis and protective device coordination study
 - 25) Application or documentation for rebate program(s) other than listed in scope
 - 26) Any coordination or permit application/acquisition for local department of transportation and/or any other agency not shown in the "inclusions" portion of the Scope of Work
 - 27) Low voltage systems design and equipment specifications including the following:
 - a) Voice/Data, Network and Intercom systems
 - b) CCTV and Cable television systems
 - c) Building and site Fire alarm system
 - d) Security and Access Control systems
 - e) Audio/Video and Music/paging systems

DRAWING DESIGN FORMAT

Software used to for construction drawings will be based on the following:

AutoCad® version 2020 or later

PROVIDED BY CLIENT

- 1) Record drawings of existing MEP systems
- 2) Project street address
- 3) Computer drawings files and associated support files as well as drawing format requirements
- 4) Catalog cuts of specific fixtures or equipment requested by your office or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to electrical service
- 6) Format for book form specifications including font type, header and/or footer layout
- 7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owner's representative)
- 8) Restrictions or requirements to the property put in effect through conditional use permits or other



likewise attachments to this property

- 9) Billing schedule for invoicing if specific requirements apply
- 10) 30-Day load recordings for requested electrical panels intended to be reused and 12 months of electric utility bills for verification of existing peak demand on main service
- 11) Civil CAD file with overhead and underground utilities shown
- 12) PDF and CAD files of required drawings such as electrical, communications and civil

FEE & TERMS AND CONDITIONS

Refer. to separate document for these items.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,

Roy Morales

DESIGN WEST ENGINEERING

Accepted by (Sign): _____

Accepted by (Print): _____

Date: _____

Client Job Number: _____

DWE Proposal Number: P-2416728

Bill To: (If different from client listed on proposal)

Company: _____

Name: _____

Address: _____

Email: _____

Phone: _____



AGREEMENT FOR PROFESSIONAL SERVICES

David Evans and Associates Inc.

Main Street Conceptual Design Master Plan

This Agreement for Professional Services (the "Agreement") is made and entered into as of February 28, 2023, by and between the City of Lake Elsinore, a municipal corporation ("City") and David Evans and Associates, a Oregon Corporation ("Consultant").

RECITALS

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

Main Street Conceptual Design Master Plan.

B. Consultant has submitted to City a proposal, dated February 7, 2023, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

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

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

AGREEMENT

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

2. Time of Performance.

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

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

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed One Hundred Eighty-Two Thousand Two Hundred Thirty-Three dollars (\$182,233.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

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

6. Suspension or Termination.

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

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

7. Plans, Studies, Documents.

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

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

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

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor.

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

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

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

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

16. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: David Evans and Associates Inc.
Attn: Kim S. Rhodes, PLA 3867
4141 E. Inland Empire Blvd., Suite 250
Ontario, CA 91764

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.

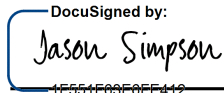
30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

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

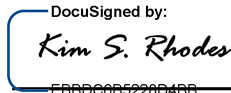
"CITY"

CITY OF LAKE ELSINORE, a municipal corporation


DocuSigned by:

1F551F03E0FE412...
City Manager

"CONSULTANT"

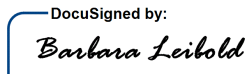
David Evans and Associates, a Oregon Corporation

DocuSigned by:

EBDDC0B5220D4BB...
By: Kim S. Rhodes, PLA 3867
Its: Vice President

ATTEST:

DocuSigned by:

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City Clerk

APPROVED AS TO FORM:

DocuSigned by:

A6096D0006AF40C...
City Attorney

DocuSigned by:

078FB35A1E42493...
Assistant City Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]



DAVID EVANS
AND ASSOCIATES INC.

February 7, 2023

Rick De Santiago
Public Works Manager
City of Lake Elsinore
Public Works Department

SUBJECT: REVISED PROPOSAL TO PROVIDE CONCEPTUAL DESIGN SERVICES FOR THE MAIN STREET CORRIDOR MASTER PLAN IN THE CITY OF LAKE ELSINORE

Dear Rick:

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide the City of Lake Elsinore with a comprehensive proposal for the Main Street Corridor Master Plan project. We understand the intent of the project scope of services and our team is extremely well qualified to assist in providing long term vision, theming, and a "sense of community" to the project area.

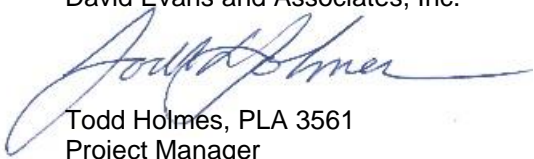
We have been involved in several streetscape and corridor improvement projects that are similar to the Main Street project. These projects require careful collaboration with stakeholders to gain an understanding of the project requirements. Through this collaborative process, the design theme will be developed for the gateways, landscape and hardscape improvements, and the selection of other amenities such as site furnishings. Each of these elements will be designed to provide identity and style to an otherwise 'ordinary' roadway. We understand that a new City Hall will be a key feature of the corridor and we look forward to incorporating that building, as well as any other new facilities, into the master plan.

DEA has been involved in providing "visioning" and establishing the theme and character of many Southern California vehicular corridors. Our multi-disciplinary team works closely to ensure that function and form are achieved during the design process; a true benefit of the DEA approach that is a result of effective internal communications between our landscape architects, engineers, planners, and surveyors. The majority of our projects include various aspects of design including facilitation at community workshops, conceptual and final design, bid assistance and construction administration.

During the conceptual planning process, we anticipate requiring the efforts of only one subconsultant, Hunt Design, to assist with gateway development. They have been our design partner for the transportation art for both Railroad Canyon Road as well as the Main Street interchange at the I-15 and are therefore very familiar with the corridor.

We thank you once again for this opportunity and we look forward to sharing our ideas with you and hopefully moving forward as soon as possible.

Sincerely,
David Evans and Associates, Inc.



Todd Holmes, PLA 3561
Project Manager



Kim S. Rhodes, PLA 3867
Vice President / Landscape Architect

February 7, 2023
Main Street Corridor Master Plan Proposal
Page 2 of 5

Project Scope Summary

Our understanding is that the goal of the Main Street Corridor Master Plan Project is the construction of streetscape enhancements throughout this unique one mile corridor that will create a true “sense of place” – a vibrant, unique corridor that successfully incorporates existing conditions and proposed improvements. Implementing aesthetic aspects of the Downtown, as well as functional aspects of properties yet to be developed will assist the team in creating a “complete street” – one that encourages a true sense of place, economic development, beautification, facilitates transit, and provides safe pedestrian and bicycle use to the fullest extent possible.

Based on our discussions with you, we understand that the project limit of work lies between the I-15 / Main St. interchange and Lakeshore Drive. The intent is to provide consistent types of street trees in sections of the corridor. This will require removal and replacement of many of the existing trees. In addition, shrubs and groundcover will be removed and replaced as well as the existing irrigation systems. The existing site furnishings and raised planters will be preserved and additional structural amenities will be added within the corridor including two entry gateway arches, street lighting and other features. The conceptual master plan may also address short sections of streets intersecting Main Street.

We have designated five separate areas where improvements will occur:

Area 1 - I-15 to Sumner Avenue

This area includes the removal of Magnolia trees and groundcover in the parkway. Canary Island Palms will be incorporated as the dominant street tree / palm (approx. 20' BT height). No sidewalk modifications are anticipated.

Area 2 - Sumner Avenue to Heald Avenue

Existing Magnolia trees and groundcover will be removed in the parkway. Although palms will not be included in the area, a new street tree type will be incorporated. Sidewalk modifications between Franklin St. and Heald Avenue will be addressed to create areas for street trees and shrubs. This area will also feature an entry gateway arch.

Area 3 - Heald Avenue to Sulphur Street

Existing Sycamore trees and understory shrubs will be removed and replaced with a new street tree type along with new groundcover and shrubs - all which will be California-friendly, drought tolerant plantings. The new City Hall will be incorporated in the proposed improvements in addition to considering repurposing of the existing outdoor spaces near the current City Hall. Standard galvanized sign posts and other features will be upgraded as needed to match the established aesthetics of this section of the corridor.

Area 4 - Sulphur Street to Library Street

The design team will consider extending components of Area 3 into the east end of this portion of the streetscape. Existing palms will be replaced with new Canary Island Palms. Existing sidewalks will be modified to create new areas for proposed trees and shrubs. Curb and sidewalk will be proposed where needed. Modifications to the park frontage will be considered while maintaining visibility into and out of the park.

Area 5 - Library Street to Lakeshore Drive

Existing palms and shrubs will be removed and replaced with Canary Island Palm and new parkway shrubs. Curb, sidewalk and a landscaped parkway will be incorporated. The second gateway arch will be incorporated in addition to a landscape median.

Please refer to the attachment: "2022 08 05 Main Street Streetscape Master Plan - Scope Outline.pdf" in reference to our understanding of the proposed scope of work.

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Main Street Corridor Master Plan Proposal
Page 3 of 5

Additional considerations for the master plan include:

- Analysis of existing street trees (health, location, appropriateness, maintenance, water requirements, theming)
- Integration / installation of new street furniture where appropriate
- Major intersection treatments and gateways
- Creation of outdoor gathering places
- Placement of “Art in Public Places” where desired (Main St. interchange will have artwork on the abutment walls once the interchange improvements are complete)
- Analysis and improvements of any ADA deficiencies
- Selection of low water use plantings
- Consideration of planned and future development
- Costs of improvements and phased implementation.
- Sidewalk treatment to maximize pedestrian flow and incorporate street furniture and landscaping
- Pedestrian and vehicular lighting
- Implementation of iconic gateways

Scope of Work

Task 1 – Start-Up Meeting and Site Visit - \$4,200

DEA project team members will attend an initial start-up meeting with the City staff. This meeting will allow a review of the project field conditions, goals and objectives (including stakeholder input if desired). We will also begin to discuss key opportunities and constraints for the project, in addition to evaluating issues such as infrastructure, sidewalk conditions, turning movements related to the integration of landscaped medians, community identification / gateways, multi-modal opportunities, integration of the new City Hall building, lighting, signage (wayfinding), visioning, and project implementation. This meeting will provide a thorough review of the scope of services, objectives, design, maintenance, construction schedule and budget.

Deliverables: One project start-up meeting and site visit.

Task 2 – Project Scheduling - \$3,900

The DEA project manager will prepare and update the project schedule through the use of Microsoft Project. Copies of the approved schedule will be provided to key members of the project team.

Deliverables: Project schedules, updated as deemed necessary throughout the duration of the project.

Task 3 – Research and Data Collection - \$7,400

The DEA team will perform research in preparation of the base mapping for the project. This research will include searching for available record data (relevant plans, reports, right-of-way maps, aerial photos, and existing improvement plans, etc.) within or adjacent to the project limits, and assembling and reviewing.

Deliverables: Research and data collection as noted above.

Task 4 – Visual Assessment of the Project Area (Informal Field Review) - \$7,700

DEA will photograph the project area to catalog the existing roadway conditions, front elevations of subject properties, and any additional photos deemed necessary to utilize during the theming and visionary process. An exhibit will be developed for use during team meetings.

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Main Street Corridor Master Plan Proposal
Page 4 of 5

Deliverables: Photo boards will be prepared to depict existing conditions throughout the corridor, in addition to 'Visioning Examples' that could be implemented. These image boards will be utilized throughout the Visioning phase of work.

Task 5 – Survey and Preparation of Base Map - \$88,633 (Survey \$81,218)

Aerial photography will be obtained for those portions of Main Street (I-15 Freeway to Lakeshore Drive) within the project limits. Aerial mapping will be limited to mapping with the street right of way. 20-scale planimetric aerial mapping with 0.5-foot contours will be obtained.

Limited topographic field surveys will be performed to collect critical tie-in points and in areas obscured in the aerial photography. The topographic field surveys will be used to verify the 20-scale aerial planimetric mapping and include additional survey data for critical tie-in points, surface visible utilities, invert elevations, and other features obscured by vegetation or shadows in the aerial mapping which fall within the limits described in this paragraph. The topographic survey data will be processed and plotted in CAD at a scale comparable to the aerial mapping.

The street centerlines and record rights of way for Main Street and intersecting street will be computed from publicly available record maps. Research will be conducted at the County of Riverside for existing centerline and right-of-way files and/or available cadastral records in support of the centerline and rights-of-way of Main Street and other intersecting rights of way within the project limits. A few centerline monuments will be tied into the horizontal survey control established for this project and utilized in the orientation of the existing record centerline and right of way.

DEA will prepare a 1"=20' scale (or similar) base map of the project area utilizing aerial photos and street improvement plans provided by the City.

Deliverables: Survey work products, project area base sheets indicating the Main Street corridor including existing street trees and cross streets.

Task 6 – Draft Recommendations Report - \$12,900

Using the prepared base mapping, DEA will perform a project walk-thru. The team will identify items such as non-ADA conforming ramps, obstructions, constraints, and identify existing features impacted by the proposed improvements. Physical constraints contained within the parkway will be identified. DEA will use data gathered during the project walk to address proposed improvements throughout the corridor. Engineering concerns and recommendations will need to be provided by the City.

Deliverables: Draft report indicating constraints and recommendations.

Task 7 – Team Meetings - \$10,700

DEA will attend three in-person or virtual meetings with the City project team as well as two in-person meetings with the City Council to present our ideas and obtain feedback. At this time, we have not included any community meetings or stakeholder outreach in our scope of work. If the City would like to add those elements in the future, DEA would be happy to provide a supplemental scope of services and associated fees.

Deliverables: Meeting minutes and notes will be generated for record purposes.

Task 8 – Conceptual Plan Development - \$29,700

Based on staff input, one conceptual plan and one revised plan will be developed. The conceptual design will be graphically portrayed to represent the proposed improvements through "typical" plan views for representative sections of each of the five areas. The conceptual design will include illustrative sketches and

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Main Street Corridor Master Plan Proposal
Page 5 of 5

sections of the proposed improvements. These might include, but are not limited to, parkway improvements, landscaping, site furnishings, bus stop improvements, pavement treatments, gateways, lighting, and potential 'art in public places' display areas. Preliminary cost data will be included, as well as information regarding phased implementation if desired.

Deliverables: 1 conceptual and one revised plan as described.

Task 9 - Gateway Development (By Hunt Design) - \$15,900

DEA's subconsultant, Hunt Design will provide the following elements to be incorporated into the conceptual design tasks:

- A. Gateway Arch and Sign – Main St. @ (approximately) Sumner Ave.
 - B. Gateway Arch and Sign – Main St. @ (approximately) Lakeshore Ave.
-
- 1. Conduct a kick-off meeting to help clarify the goals of the program, identify likely issues and challenges.
 - 2. Research community history, culture, arts and architecture that may be expressed in gateway signage.
 - 3. Evaluate proposed gateway locations, and provide recommendations for locations.
 - 4. Develop design concepts to express the City brand. Explore visual form for each sign type. Consider historic, contextual and environmental qualities in design process.
 - 5. Prepare and present up to three concept design directions for review with project team. Studies will include archway signage and other gateway elements.
 - 6. Presentation to include signage studies incorporated into DEA renderings as appropriate.
 - 7. Attend (virtual) coordination meetings with DEA – three meetings are assumed.
 - 8. Up to 3 rounds of design revisions of initial concept design into final design recommendation is assumed.
 - 9. Prepare preliminary cost estimates for each design concept.
 - 10. Coordination with DEA regarding materials, location, utilities, and other design elements.
 - 11. Review findings and conceptual designs with City staff. Two in-person meetings are included in this task.

Deliverables: Conceptual / alternative designs as described; fabrication / installation estimates.

Reimbursables (for budgetary purposes only) - \$1,200

Reimbursable fees may include mileage, printing, and delivery costs. The fee shown herewith is for budgetary purposes only based on the above tasks. See below for additional information associated with said costs.

Sub Total Fee - \$181,033
Reimbursables - \$1,200

Total Fee - \$182,233

Invoices will be due and payable within 30 days and will be sent monthly based upon the percentage of work completed. Government fees, mileage, delivery costs such as Federal Express charges and plotting / reproduction services are considered reimbursable fees and shall be billed to you at cost plus 15%. Any service requested which does not fall within the scope of services listed, or any duplication of work due to changes desired by the City will be performed on an "Extra Services" basis and negotiated accordingly.



CERTIFICATE OF LIABILITY INSURANCE

12/1/2023

DATE (MM/DD/YYYY)

11/29/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C : American Guarantee and Liab. Ins. Co.</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER D : American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Continental Casualty Company	20443	INSURER C : American Guarantee and Liab. Ins. Co.	26247	INSURER D : American Zurich Insurance Company	40142	INSURER E :		INSURER F :	
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INSURER F :															
INSURED 1456304 DAVID EVANS AND ASSOCIATES, INC. 2100 S RIVER PARKWAY, SUITE 100 PORTLAND OR 97201															

COVERAGES MAIN **CERTIFICATE NUMBER:** 16294615 **REVISION NUMBER:** XXXXXXXX

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9830389	12/1/2022	12/1/2023	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 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP9830390	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WC9336626	12/1/2022	12/1/2023	<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 LIABILITY	N	N	AEH591924704	12/1/2022	12/1/2023	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

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

RE: MAIN STREET WALL AESTHETICS. THE CITY, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
CANCELLATION See Attachments

16294615
 CITY OF LAKE ELSINORE
 ATTN: REMON HABIB
 130 S. MAIN STREET
 LAKE ELSINORE CA 92530

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

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	Any Location where you have agreed, through a written contract, agreement or permit, to provide
as an additional insured in a written contract or	Additional insured coverage except where such
written agreement.	Contract or agreement is prohibited by law.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO 9830389

Other Insurance Amendment - Primary And Non-Contributory



This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-A CW

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.				
GLO 9830389	12/01/2022	12/01/2023				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DAVID EVANS AND ASSOCIATES, INC.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE
NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
WC 00 03 13 (Ed. 04-84)

POLICY NUMBER: WC9336626

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 required you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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: DAVID EVANS AND ASSOCIATES, INC.

Business Location: 2100 SOUTHWEST RIVER PKWY
PORTLAND, OR 97201

Owner Name(s): AL BARKOULI
MARCUS MCGARITY

DAVID EVANS AND ASSOCIATES, INC.
2100 SW RIVER PKWY # 100
PORTLAND, OR 97201-8073

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

CITY OF LAKE ELSINORE

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

BUSINESS LICENSE NO. 015735

Business Type: PROFESSIONAL/GENERAL-MISC

Description: ENGINEERING AND LAND SURVEYING
CONSULTING SERVICES

Issue Date: 6/1/2022 Expiration Date: 5/31/2023

THIS IS YOUR LICENSE • NOT TRANSFERABLE