

AGREEMENT FOR PROFESSIONAL SERVICES

Chen Ryan Associates, Inc.

Preliminary Design & Environmental Clearance

This Agreement for Professional Services (the "Agreement") is made and entered into as of April 28, 2020, by and between the City of Lake Elsinore, a municipal corporation ("City") and Chen Ryan Associates, Inc., a Corporation ("Consultant").

RECITALS

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

Preliminary Design & Environmental Clearance Documents

B. Consultant has submitted to City a proposal, dated March 9, 2020, 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 Three Hundred Fifty Six Thousand One Hundred Eighty Five dollars and 78 cents dollars (\$356,185.78) 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. Contractor 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. Contractor'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 Contractor provides services. Contractor'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 Contractor 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: Chen Ryan Associates, Inc.
Attn: Monique Chen, Principal In-Charge
3900 Fifth Avenue, Ste 310
San Diego, CA 92103

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”

Chen Ryan Associates, Inc., a Corporation

Grant Yates, City Manager

By: Monique Chen
Its: Principal In-Charge

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Risk Manager

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Chen Ryan Associates, Inc.

Project No. Z10057

Contract No.

Date: 03/09/2020

DIRECT LABOR

Classificaion/Title	Name	Hours	Actual Hourly Rate	Total
Principal*	Monique Chen, PE	14.00	\$ 80.50	\$ 1,127.00
Project Manager*	Ross Duenas, PE	196.00	\$ 66.00	\$ 12,936.00
Professional	Various	322.00	\$ 49.00	\$ 15,778.00
Analyst	Various	234.00	\$ 38.50	\$ 9,009.00
Support / Technician	Various	158.00	\$ 26.00	\$ 4,108.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 42,958.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 42,958.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>85.70%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 36,815.01
f) Overhead (Rate: <u>91.00%</u>)	g) Overhead [(c) x (f)]	\$ 39,091.78
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 75,906.79
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10%</u>	\$ 11,886.48

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1500	miles	\$ 0.575	\$ 862.50
Reproduction	50	each	\$ 2.75	\$ 137.50
Title Reports	10	each	\$ 1,100.00	\$ 11,000.00
Plan Sheets			\$	\$
Test			\$	\$
			l) TOTAL OTHER DIRECT COSTS	\$ 12,000.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Helix Environmental	\$ 123,262.83
Subconsultant 2: Schmidt Design Group	\$ 45,823.85
Subconsultant 3: Ninyo & Moore	\$ 7,947.84
Subconsultant 4: Geocentric	\$ 36,400.00
m) TOTAL SUBCONSULTANT COSTS	\$ 213,434.52

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 225,434.52
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 356,185.78

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

PROJECT SCOPE

Chen Ryan and our teaming partners (“the Consultant”) will provide professional engineering services for the Murrieta Creek Multi-use Trail Project. It is understood that the Project will provide for a trail alignment analysis, community outreach, determination of a preferred trail alignment, CEQA documentation, and the development of 30% Preliminary Engineering Plans as described in the Request for Proposals. It is assumed that the trail will be exempt from storm water management and flood control requirements, and that FEMA map revisions will not be required. It is further assumed that a NEPA document will not be required for the Project.

The Scope of Work will be performed in accordance with the following tasks:

Task 1 • Project Management:

Task 1.1 Kick Off Meeting and Site Walk

The Consultant’s Project Manager will coordinate with the City to schedule a kick-off meeting with the design team, the City’s Project Manager, City staff, and appropriate stakeholders to discuss the project, establish communication procedures, review scope and deliverables, confirm the project’s goals and objectives, review data collected and project information, and review the project schedule, key milestones, and anticipated City review times.

The Consultant will also coordinate with the City’s Project Manager to schedule a field walk with the kick off meeting attendees following the meeting to review the existing field conditions and discuss the trail alignment opportunities and constraints.

Deliverables

- Agenda
- Meeting Minutes

Task 1.2 Subconsultant and Project Coordination

The Consultant’s Project Manager will prepare contracts and task orders for required Subconsultant services. This task will also consist of monitoring Subconsultant progress against budget and schedule and reviewing monthly Subconsultant invoices and associated back up.

Consultant will also spend time each month coordinating with City staff via email and telephone.

Task 1.3 Project Management

The Consultant’s Project Manager will perform project management and administration services for the duration of the project (up to nine (9) months), to the extent budgeted. This work includes monitoring progress against budget and overall quality assurance (QA). Specific quality control (QC) efforts for each deliverable document are included in the task covering that document.

The Consultant’s Project Manager will also prepare and maintain (monthly) a critical path project schedule. The schedule will track the actual progress of the work against the deadlines identified in the schedule. The schedule will include scope tasks, significant work items, deliverable milestones, agency reviews, and critical path relationships. The schedule will be submitted to the City’s Project Manager for the duration of the project.

The Consultant’s Project Manager will also coordinate regularly with the City’s Project Manager on schedule and budget updates and will notify the City if there are any issues and/or decisions that have the possibility of affecting the schedule or budget.

Additionally, for the duration of the project the Consultant will provide monthly invoices showing: total budget, amount earned in current month, amount earned to date, and remaining budget (including percentages) for each task.

Task 2 • Project Coordination:**Task 2.1 Team Meetings w/ City Staff**

The Consultant will attend up to six (6) in-person meetings with City staff to report on the progress, budget, status, coordination items, and schedule performance for the project. For each meeting the Consultant will prepare an agenda, compile applicable materials for presentation, prepare meeting minutes, and track action items resolutions.

Task 2.2 Coordination with Agencies and Utilities

The Consultant will coordinate with agency and utility stakeholders involved in the project throughout the duration of the project, to the extent budgeted. Coordination with agency and utility stakeholders includes phone calls and emails, and up to two (2) in-person meetings. For each meeting the Consultant will prepare an agenda, compile applicable materials for presentation, prepare meeting minutes, and track action items resolutions.

Deliverables

- Agendas
- Meeting Minutes

Task 3 • Review of As-Built Plans and Existing Conditions:**Task 3.1 As-Built Review**

The Consultant will review readily available as-built plans and previous reports provided by the City as they pertain to the Project. The information will be verified to the extent possible through visual observation during the field visits. The Consultant will rely on the City provided materials to be accurate and complete.

Task 3.2 Field Visits

The Consultant will perform up to two (2) field visits to observe the existing conditions within the project area.

Task 3.3 Topographic Survey and Mapping

The Consultant will prepare an existing conditions topographic survey of the project area. The topographic survey will be performed with aerial survey equipment at 40' scale. Field survey will be performed to locate readily visible at-grade utilities to supplement the aerial survey. Horizontal and vertical control for the survey will be per the City of Lake Elsinore's existing benchmarks.

Mapping services for the project will be performed to locate readily visible survey monuments and records research to establish a record boundary for up to fourteen (14) parcels within the project area. The project mapping will be depicted on an annotated encumbrance drawing which plots the existing lot lines and easements as disclosed from existing mapping and preliminary title reports (up to 10 preliminary title reports will be ordered).

Task 3.4 Utility Locations

The Consultant will research and obtain utility verification maps in order to map the existing utilities within the project limits. Utility research will consist of sending out letter requests to utility providers within the project limits to obtain as-built plans. The Consultant will plot existing utilities into an existing conditions utility base map.

Deliverables

- Topographic survey (.dwg)
- Mapping encumbrance drawing (.dwg)
- Existing utilities map (.dwg)

Task 4 • Alignment Analysis & Preliminary Engineering**Task 4.1 Alignment Analysis**

Based on City and community input from the first Pop-Up workshop, described in Task 5.3, the Consultant will perform an alignment analysis for the proposed trail. The alignment analysis will additionally be based on the existing conditions review performed in Task 3 and a preliminary environmental investigation as performed in Task 6.

The alignment analysis will consider opportunities and constraints within the project area based on positive and negative control points, sensitive environmental areas, utilities, access, and grades. It is anticipated that the Alignment Analysis will be organized on an exhibit title block and will include the following sheets:

Alignment Alternatives Layout Plan

The Consultant will plot up to three (3) trail alignment alternatives on a single layout plan. The layout plan will generally depict existing ground topography, parcel lines and APNs, existing easements, the trail alignments (main and spur), environmentally sensitive areas, positive and negative control points, proposed viewpoint(s), and trail access points.

Typical Sections

The Consultant will prepare one (1) plan sheet depicting up to a total of five (5) typical sections for the three (3) alignment alternatives. It is assumed that each typical section will focus only on the unique areas of each trail alignment, and that some typical sections may be shared between alignment alternatives. Each typical section will generally portray, as applicable: existing ground, parcel lines, environmental constraints, the trail tread and width, proposed slopes, and proposed retaining walls.

InfraWorks Conceptual Plan

The Consultant will prepare one InfraWorks Conceptual Plan for each of the three (3) alignment alternatives. It is assumed that each Conceptual Plan will be an isometric output from the InfraWorks model.

Grading Exhibits

The Consultant will prepare one grading exhibit at 1"=40' scale for each of the three (3) alignment alternatives. It is assumed that each grading exhibit will be up to four (4) sheets. The grading exhibits will depict existing topography, parcel lines and APNs, existing easements, the trail alignment, slope labels, cut and fill slopes, and retaining wall locations with their general heights. Profiles for each trail alignment alternative will be developed for discussion with City staff, but not formally displayed on the Grading Exhibits.

This scope includes up to one (1) revision to the materials prepared in this task. It is assumed that these materials will be presented to the community as part of the second Pop-up Workshop, and that following the workshop, a preferred alternative will be selected.

Deliverables

- Alignment Alternatives Layout Plan (1 sheet)
- Typical Section Sheets (up to 2 sections per alignment)
- InfraWorks Conceptual Plan (1 output per alignment)
- Grading Exhibits (1"=40' scale) (up to 4 sheets per alignment)

Task 4.2 Preliminary Engineering Plans

Based on the selected preferred alignment, the Consultant will prepare Preliminary Engineering Plans to an approximate 30% level. These plans will be a refinement of the initial alignment analysis layouts and will include additional detail and callouts. It is anticipated that the Preliminary Engineering Plans will be organized on an exhibit title block and will include the following sheets:

- Preferred Alignment Layout Plan (1 sheet)
- Typical Sections and Details (1 sheet)
- Grading Plan and Trail Profile (1"=40' scale) (up to 8 sheets)
- Preliminary Lighting and Wayfinding Layout (2 plan sheets @ 1"=80' scale plus 1 detail sheet)

Preferred Alignment Alternatives Geometric Plan

The Consultant will plot the preferred alternative on a single geometric plan. The geometric plan will generally depict existing ground topography, parcel lines and APNs, existing and proposed easements, the trail alignment with horizontal dimensioning, proposed viewpoint, and trail access points.

Typical Sections

The Consultant will prepare one (1) plan sheet depicting up to two (2) typical sections of the alignment. Each typical section will generally portray, as applicable: existing ground, parcel lines, environmental constraints, the trail tread, proposed slopes, and proposed retaining walls.

Grading Plan and Trail Profile

The Consultant will prepare a grading plan with trail profile for the preferred alignment. It is assumed that the plan will depict existing topography, parcel lines and APNs, existing and proposed easements, the trail alignment, the longitudinal trail profile, cut and fill slopes, and retaining wall locations with their general heights.

Preliminary Lighting and Wayfinding Layout

The Consultant will prepare a preliminary lighting and wayfinding layout that will depict the location and spacing of lighting fixtures, connections to existing service points, and establishment of new services points/existing light circuits. The lighting design will conform to City of Lake Elsinore streetlight standards.

The exhibit will also depict the location and messaging for wayfinding signs placed along the project limits. The wayfinding signs will be developed in accordance with the design portrayed in the ActiveLE Plan. Additionally, one (1) detail sheet will be provided to depict initial lighting and wayfinding details.

This scope includes up to one (1) revision to the materials prepared in this task.

Task 4.3 Preliminary Opinion of Probable Construction Cost (OPCC)

The Consultant will prepare a preliminary OPCC based on the Preliminary Engineering Plan quantity takeoffs and current unit prices (from readily available recent bid results). The quantity calculations will be independently checked as part of the QA/QC process. The preliminary OPCC will identify the design items, unit prices, contingencies, and an overall cost.

Task 4.4 Right-of-Way Impact Analysis

The Consultant will identify potential private property impacts resulting from the proposed preferred alignment. The Consultant will prepare an exhibit depicting the location and size for permanent access and/or temporary construction easements from private property owners. The exhibit will also depict impacts to existing utilities. Because the extent of impacted properties and/or utilities is not yet known, property appraisal and easement cost estimating are excluded from this task, but can be provided at a later time under separate authorization.

Task 4.5 Preliminary Drainage Study

The Consultant will prepare a preliminary drainage study in accordance with City and County standards to analyze the hydrologic and hydraulic impacts of the project by evaluating existing and proposed drainage conditions. As part of the analysis, the Consultant will determine if drainage improvements are required to provide flood protection. The analysis will be presented in a Preliminary Drainage Study including narrative, hydrology maps, flood control hydraulic calculations, and water quality treatment calculations.

It is assumed that the project will be exempt from storm water quality requirements.

Task 5 • Community Outreach

The focus of the Citywide public outreach for this project will be to engage residents and other stakeholders to effectively communicate the goals of the Project. Additionally, the Consultant will translate all project fact sheets into Spanish and will prepare a pop-up workshop flyer to assist with advertising these events.

Task 5.1 Outreach Plan

The Consultant will develop an Outreach Plan outlining the community outreach approach, activities, roles, responsibilities, and schedule for community outreach that will be implemented throughout the duration of the Project. The Outreach Plan will include a draft outreach

schedule and proposed methods of engagement to drive attendance at the workshops. It will also detail how the Consultant will coordinate with the City to engage local media to encourage community participation. The Outreach Plan will detail key outreach events, timelines, social and media engagement opportunities, and language translation needs.

Task 5.2 Online Community Input and Social Media

The Consultant will work with City staff to develop and implement an online Project web page, hosted on the City's website. The Project web page will provide background on the project, overall goals and objectives, project schedule and updates, workshop flyers, developed project content, surveys, and summaries of past outreach events. Other items the web page may display include frequently asked questions, key contacts information, a data library, and a comments page. The web page will also provide links to the City's Facebook and Twitter websites.

Task 5.3 Pop-up Workshops

The Consultant will coordinate with the City to put on two (2) pop-up workshops which will take place in strategic parts of the City to reach as many residents and business owners as possible. The Consultant will prepare illustrative boards for each pop-up event. This will include a combination of precedent imagery, plan view graphics, and visual simulations. The Consultant will work closely with the City's Project Manager to develop the boards. The following is anticipated for each pop-up event:

Pop-up event #1

- Board #1: Existing conditions
- Board #2: Project goals and benefits
- Board #3: Opportunities and constraints map
- Board #4: Initial planting character, site furniture, and materiality

The first pop-up workshop will be held prior to the formal development of the Alignment Analysis and conceptual design. *This first pop-up event will be focused on building upon the outreach performed*

for the ActiveLE Plan and Murrieta Creek Trail ATP grant application efforts. The Consultant will prepare boards which describe the existing site conditions, the goals and benefits of the project, opportunities and constraints in the project area (positive and negative control points), and initial materiality options for the trail. City and consultant staff will be available to discuss these boards with the attendees. The purpose of the workshop will be for the community to become aware of the possibilities for the trail alignment and viewpoint location and provide their input. This feedback will then be used to inform the Alternatives Analysis described in Task 4.1.

Pop-up event #2

- Board #1: Alignment Alternatives Layout Plan (from Task 4.1)
- Board #2: Typical sections (from Task 4.1)
- Boards #3 - #5: InfraWorks Conceptual Plans (from Task 4.1)
- Board #6: Viewpoint node – illustrative site plan
- Board #7: refined planting character, site feature, and materiality
- Board #8: Visual simulation board (one simulation taken from "eye level")

The Consultant will work with the City to facilitate a second pop-up workshop to present the Alignment Analysis and solicit feedback. This workshop will include boards which depict the trail alignment alternatives with City and consultant staff available to discuss the design with the local residents and stakeholders. Information gathered at this second workshop will be used to inform the selection of a preferred trail alignment and materiality; which will then be incorporated into the Preliminary Engineering Plans described in Task 4.2.

Task 6 • Environmental Technical Studies

The Consultant will prepare Environmental Documents/Studies/Reports in support of preliminary design and CEQA environmental clearance. Consultant will comply with Caltrans Local Assistance procedures throughout this task. It is assumed that the City will be the lead agency for the CEQA documentation.

Analyses will be prepared in accordance with Caltrans/FHWA, Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), and City requirements, as appropriate. For documents intended to satisfy Caltrans and City requirements, the documents will generally follow the Caltrans format and content requirements that are contained in the Caltrans SER website; in order to facilitate the Caltrans approval process. It is assumed that the City will be able to rely on the technical studies prepared in the Caltrans format such that preparation of separate technical studies will not be required to support the CEQA document. For documents intended to satisfy MSHCP compliance, the documents will include a complete MSHCP consistency analysis.

It is assumed that each technical study will undergo up to two rounds of review/revision, as follows. The consultant will provide the City with an electronic copy (in Microsoft Word and Adobe Acrobat formats) for submittal to Caltrans for review and comment. The reports will be revised, and the City will be provided with up to five hard copies (total) and an electronic copy (in Microsoft Word and Adobe Acrobat formats) of each final technical study for submittal to Caltrans.

It is assumed that the project will not be subject to NEPA requirements.

The following technical studies are anticipated to be required (additional studies which may be required by Caltrans are identified as optional tasks):

Task 6.1 Noise

The Consultant will prepare a Noise Technical Memorandum consistent with Caltrans Traffic Noise Analysis Protocol to assess potential construction noise impacts at nearby noise-sensitive land uses, including residences. The Consultant will conduct a site visit with measurements of ambient noise levels at three locations to provide typical noise levels for consideration of potential noise impacts to residential and sensitive habitat areas. The site visit will be documented per Caltrans Traffic Noise Analysis Protocol with descriptions and photographs of measurement locations.

The Consultant will analyze construction noise impacts at residential and sensitive habitats with prescribed analysis methods based on anticipated construction equipment. This scope assumes that project construction would not involve equipment or activities that would result in generation of substantial construction noise, such as pile driving. The construction noise analysis will follow the protocol described in Section 3 of the Caltrans Traffic Noise Analysis Protocol and Section 6 of the Technical Noise Supplement (TeNS), using the FHWA Roadway Construction Noise Model (RCNM) to predict potential construction noise levels. If any project construction noise levels are in excess of allowable limits, we will provide noise control barrier analysis to provide compliance (if feasible) to allowable noise impact limits.

The Consultant will summarize the analysis results in a draft Technical Letter that will include a discussion of City and Caltrans noise impact criteria, analysis assumptions (construction equipment and phasing), equipment noise levels, analysis distances, and expected noise impacts, and noise attenuation measures if necessary. Upon receipt of comments from the City and Caltrans, assumed to be editorial and not involve changes that would require re-modeling, we will prepare the final Technical Letter that will be attached as an appendix to the environmental document. This scope does not include preparation of a Noise Study Report (NSR), Noise Abatement Decision Report (NADR), or consultation meetings with Caltrans staff for report planning or updates, though these services could be provided at an additional cost if necessary.

Task 6.2 Air Quality

This project is expected to be exempt from NEPA transportation conformity requirements. Therefore, it is assumed that no transportation conformity analysis (regional and/or local) will be required, and no air quality and greenhouse gas (GHG) emissions modeling or technical studies will be required. For CEQA compliance purposes, the Consultant will estimate the criteria pollutant emissions associated with the construction of the project. Construction emission estimates will be based on information and assumptions developed in consultation with

the design team. Construction emissions of criteria pollutants will be calculated using the RCNM. The Consultant will also calculate GHG emissions generated by project construction. It is assumed that no analysis of operational criteria pollutant emissions or GHG emissions will be required, because the project would not generate new vehicle trips and would not appreciably alter traffic volumes. The results of the construction-related air quality and GHG analyses will be provided in a technical letter, which will be provided as an appendix to the environmental document.

Task 6.3 Hazardous Materials – Initial Site Assessment

The Consultant will evaluate the site for possible environmental impacts by hazardous materials. The Consultant will prepare an Initial Site Assessment (ISA) to evaluate the potential presence of sources of hazardous waste contamination that could adversely affect the soil and/or groundwater of the site. The ISA will conform to Caltrans Project Development Procedures Manual (PDPM), including the following:

- a. A review of available project area information and historical aerial photographs
- b. Environmental database search reports
- c. Completion of Caltrans ISA checklist for Hazardous Waste
- d. Conduct an interview with a site representative regarding the environmental status of the site
- e. Site reconnaissance to document potential hazardous materials handling, storage, and disposal practices. In addition, the site reconnaissance will document areas of potentially contaminated surficial soil or surface water, possible sources of polychlorinated biphenyls, underground and aboveground storage tanks, and possible sources of contamination from activities at the site and adjacent properties.
- f. Preliminary vapor encroachment screen using ASTM E 2600-15 Standard Guide for Vapor Encroachment Screening on Property Involved

in Real Estate Transactions, to evaluate the potential vapor encroachment conditions.

- g. Evaluating the likelihood of the presence of “commonly encountered conditions” such as asbestos-containing materials, lead (in soil and in lead-based paint on buildings), fill materials, and asbestos-containing materials.

Consultant will provide a Draft ISA to the City. Upon City review, Consultant will address comments, incorporate revisions and/or provide responses to finalize the ISA and obtain final approval by the City.

Task 6.4 Location Hydraulic Study and Summary Floodplain Encroachment Report

The Consultant will prepare a Location Hydraulic Study, consistent with 23 CFR 650 Subpart A, Section 650.111 (b)(c)(d) and Caltrans’ SER Chapter 17 – Floodplains guidance. The Location Hydraulic Study will determine if the project would result in minimal or significant encroachment on the base floodplain and if the project is consistent with existing watershed and floodplain management programs. The study will be prepared by a registered engineer with hydraulic expertise.

Based on the nature of the improvements and the status of the floodplain, it is assumed that the recommended alternative will not cause an increase in the base floodplain elevation (BFE). If impacts are determined to be unavoidable, a hydraulic computer model would be required to determine the amount of increase in order to determine the floodplain encroachment impacts. This analysis is not included as part of this scope, but could be provided, if necessary, under separate authorization.

The Consultant will prepare a Summary Floodplain Encroachment Report per Caltrans’ SER Chapter 17 – Floodplains guidance. It is assumed that the project does not have a significant encroachment.

The Summary Floodplain Encroachment Report addresses the following key items:

1) *Is the proposed action a longitudinal encroachment of the base floodplain?*

The answer is assumed to be “yes”, and there will be an evaluation and discussion of the practical alternatives to any longitudinal encroachments to supplement this form.

2) *Are the risks associated with the implementation of the proposed action significant?*

The answer is assumed to be “no”.

3) *Will the proposed action support probable incompatible floodplain development?*

The answer is assumed to be “no”.

4) *Are there any significant impacts on natural and beneficial floodplain values?*

The answer is assumed to be “no”.

5) *Routine construction procedures are required to minimize impacts on the floodplain. Are there any special mitigation measures necessary to minimize impacts or restore and preserve natural and beneficial floodplain values?*

The answer is assumed to be “no”.

6) *Does the proposed action constitute a significant floodplain encroachment as defined in 23 CFR 650.105(q)?*

The answer is assumed to be “no”.

7) *Are Location Hydraulic Studies that document the above answers on file?*

The answer will be “yes” since a Location Hydraulic Study is being prepared as part of this project.

Consultant will provide a Draft Location Hydraulic Study Report and Summary Floodplain Encroachment Report Form to the City. Upon City review, Consultant will address comments, incorporate revisions and/or provide responses to finalize the Location Hydraulic Study Report and Summary Floodplain Encroachment Report Form and obtain final approval from the City.

Task 6.5 Biological Resources

The Consultant will complete a biological resources technical study for the project to fulfill the requirements of CEQA, MSHCP, Caltrans, and the City, as follows:

Habitat Assessment and General Biological Survey. The Consultant will conduct an MSHCP habitat assessment and general biological survey to include vegetation community/habitat mapping, special status species habitat assessment, preliminary jurisdictional aquatic resources mapping, and general inventory of other biological resources. The survey will include a Biological Study Area (BSA) that meets Caltrans’ requirements for the project and is expected not to exceed 15 acres in size based on an approximately 6,000 linear feet trail alignment and 50 feet on either side. The special status species habitat assessment will include the MSHCP Section 6.1.3 and 6.3.2 species, including Burrowing Owl, Narrow Endemic Plants (Munz’s onion, San Diego ambrosia, Many-stemmed dudleya, spreading navarretia, California orcutt grass, Hammitt’s clay-cress, Wright’s trichocoronis), and Criteria Area Species (San Jacinto Valley crownscale, Parish’s brittle scale, Davidson’s salt scale, Thread-leaved brodiaea, Round-leaved filaree, Smooth tarplant, Coulter’s goldfields, Little mousetail). The preliminary jurisdictional aquatic resources mapping will include MSHCP Section 6.1.2 resources, including Riparian/Riverine Areas and Vernal Pools. A complete list of plant and animal species observed or otherwise detected will be recorded in the field, along with representative photographs of the BSA.

Rare Plant Surveys (Including Narrow Endemic Plant and Criteria Area Species). Based on the Consultant Team's experience in the City, it is expected that suitable habitat may occur within the BSA for at least some of the Narrow Endemic Plant and Criteria Area Species known to the region. As such, we will conduct rare plant surveys within the BSA to include up to three survey efforts spread over the target species' blooming/flowering periods. The three surveys are expected to occur in March, April/May, and June/July, depending upon environmental conditions encountered during the survey year. The results of the survey effort will be documented in the Natural Environment Study (NES) and MSHCP Consistency Report, presented below.

Burrowing Owl Surveys. Based on the Consultant Team's experience in the City, it is expected that suitable habitat may occur within the BSA for the Burrowing Owl. As such, we will conduct focused Burrowing Owl surveys in accordance with MSHCP survey protocol, which requires four surveys between March 1 and August 31. The results of the survey effort will be documented in a stand-alone report. An electronic copy of the report will be submitted to the City for review. We will revise the report based on a single set of comments provided by the City. An electronic copy of the final report will be submitted to the City and appended to the NES and MSHCP Consistency Report, presented below.

Jurisdictional Delineation (Including Riparian/Riverine Areas and Vernal Pools). Based on the Consultant Team's experience in the City and Lake Elsinore shoreline and back basin, the limits of potential jurisdictional aquatic resources can be defined by both elevation and the presence of field indicators. As such, we will conduct formal mapping and delineation of potential agency jurisdictional boundaries, including those areas subject to the regulatory jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). The mapping and delineation effort will also be directed at MSHCP Section 6.1.2 Riparian/Riverine Areas and Vernal Pools. The results of the survey effort will be documented in the NES and MSHCP Consistency Report and Determination

of Biologically Equivalent or Superior Preservation (DBESP) Report, presented below. The results will also be used for project permitting efforts.

Natural Environment Study (NES) and MSHCP Consistency Report. Upon completion of fieldwork, we will document the results of the biological resources technical study in a report that will be compatible to meet CEQA, MSHCP, Caltrans, and City content and format requirements. The report will follow Caltrans' format and content requirements for an NES but will also include content to demonstrate MSHCP consistency and CEQA compliance. The report will document the study methods, results, applicable regulations, avoidance and minimization measures, project impacts, and recommendations for mitigation measures that reduce the significance of project impacts in accordance with the MSHCP and CEQA. The project includes a segment of a major regional trail, referred to as the Murrieta Creek Trail, and is expected to be considered a Covered Public Access Activity under the MSHCP pursuant to MSHCP Section 7. Therefore, the report will incorporate the public access guidelines consistent with MSHCP Section 7.4.2. An electronic copy of the draft report will be provided to the City for review. We will revise the draft report based on a single set of comments provided by the City. An electronic and up to four hard copies of the final report will be provided to the City for their records. The BSA and impact analysis documented in the report assume a single version of the project description and project plans. Once preparation of the report has been initiated, changes to the project description or impact areas that would result in needing to revise the report would necessitate an amendment to the scope and fee.

Determination of Biologically Equivalent or Superior Preservation (DBESP) Report. If the project would result in unavoidable impacts on MSHCP Section 6.1.2 Riparian/Riverine Areas and Vernal Pools, or if the project would result in unavoidable impacts on core populations of MSHCP Section 6.3.2 Burrowing Owl or Criteria Area Plants, then we will prepare a DBESP in accordance with MSHCP requirements to document the impacts on the resources' functions and values, in addition

to recommended avoidance, minimization, and mitigation measures that result in biologically equivalent or superior preservation. The report will follow the Western Riverside County Regional Conservation Authority (RCA) format and content recommendations for a DBESP. An electronic copy of the draft report will be provided to the City for review. We will revise the draft report based on a single set of comments provided by the City. An electronic and up to four hard copies of the final report will be provided to the City for their records. According to data readily available, portions of the project appear to occur within MSHCP Criteria Cells 5036, 5137, 5140, and 5240 as part of Subunit 3 – Elsinore. Due to the project's location within MSHCP Criteria Cells, the DBESP will require Joint Project Review (JPR) by the RCA and Wildlife Agencies (U.S. Fish and Wildlife Service and CDFW, collectively). Once the DBESP is submitted for JPR review and processing, as-needed support will be provided to the City, as presented below.

Lake Elsinore Acquisition Process (LEAP).

According to data readily available, portions of the project appear to occur within MSHCP Criteria Cells 5036, 5137, 5140, and 5240 as part of Subunit 3 – Elsinore. As such, we will prepare the LEAP application package as part of the MSHCP consistency review for the project. The package will include a cover letter, forms, and supporting documentation. Once the LEAP is submitted for City review and processing, as-needed support will be provided, as presented below.

As-Needed Support during MSHCP Consistency

Review. The Consultant will provide as-needed support to the City during agency review and processing of project's MSHCP consistency documentation. The effort necessary can vary depending on the biological resource issues, agency staff assignments and project priorities, and mitigation negotiations, among other factors. As-needed support anticipated under this task include attendance at meetings, participation in phone and e-mail correspondence, assisting the City with response to agency comments, revising documentation, and preparation of additional documentation. For cost purposes, we have

assumed the equivalent of 30 hours of Principal and GIS Specialist time for this task. Only the number of hours expended will be billed; if the City requests additional services in excess of this budget, an amendment to the scope and fee would be required.

Task 6.6 Cultural Resources

The Consultant will prepare an Area of Potential Effects (APE) Map, an Archaeological Survey Report (ASR), and a Historic Property Survey Report (HPSR), consistent with Caltrans format and content requirements, and these documents will support both the CEQA and NEPA processes. The APE Map will incorporate the limits of physical disturbance, appropriate buffers from the limits of disturbance, and construction staging areas, and will be reviewed and approved by the City and Caltrans prior to completion of the ASR. The Consultant will prepare an ASR in the required Caltrans format using the appropriate templates on the Caltrans SER website to satisfy the requirements of Section 106 of the National Historic Preservation Act. A records search from the Eastern Information Center will be obtained, and the Native American Heritage Commission (NAHC) will be contacted for a Sacred Lands File search and a list of Native American contacts. Native American representatives recommended by the NAHC will be contacted to solicit information regarding cultural and tribal resources. The Consultant will also assist the City with Assembly Bill 52 notifications, if requested. A field survey will also be conducted (which includes a Native American monitor) to observe and record any visible archaeological resources or cultural material within the project APE. An HPSR will be prepared summarizing the findings of the ASR and Native American outreach.

It is expected that the survey will not result in the identification of any potentially significant archaeological resources requiring an Extended Phase I (XPHI) investigation; no historic buildings or structures will be within the APE, evaluation of historic resources and preparation of a Historic Resources Evaluation Report (HRER) will not be required; and that the ASR will satisfy the information requirements of a Cultural Resources

Technical Report per CEQA Guidelines, and a separate technical report for submittal to the City will not be required.

Should archaeological resources be identified during the Phase I survey, an XPhI study would be conducted to assess the presence and extent of subsurface cultural deposits associated with the resource. If the XPhI indicates the presence of subsurface cultural deposits, we would develop and implement a testing plan designed to evaluate the significance/National Register eligibility of the site. The steps for this process include preparation of an XPhI proposal (i.e., a testing plan) for approval by Caltrans and the City, implementation of the XPhI plan, implementation of a Phase II study, and preparation of an Archaeological Evaluation Report (AER) documenting the methods and results of the Phase II study. The scope and cost of the XPhI and Phase II studies and associated tasks would depend on the extent and nature of cultural resources identified and would require a change order.

Task 7 • Prepare CEQA Initial Study/Mitigated Negative Declaration

Task 7.1 Draft Initial Study/Mitigated Negative Declaration

The Consultant will prepare a Draft IS/MND, pursuant to CEQA, in support of the proposed project and with the City as the CEQA Lead Agency. The Draft IS/MND will follow the City's current standard format and will include an introduction, description of the proposed project, an environmental checklist with an evaluation of potential impacts, and supporting figures. The Draft IS/MND will summarize the results and conclusions of the technical studies prepared for the project, as well as address each environmental issue in the environmental checklist.

The Consultant will prepare an electronic copy (in Microsoft Word and Adobe Acrobat format) of a screencheck Draft IS/MND for City review. Following revisions (which are assumed to be minor, not requiring new or substantially revised analysis), we will submit an electronic copy (in Microsoft

Word and Adobe Acrobat format) of a revised screencheck Draft IS/MND for City review. The revised screencheck will serve as a "proof" version of the public review Draft IS/MND. Following any minor revisions, we will produce 15 CDs (containing the Notice of Completion/Environmental Document Transmittal, the public review Draft IS/MND, technical appendices, and the Office of Planning and Research's Summary Form for Electronic Document Submittal) and one paper copy of the Notice of Completion/Environmental Document Transmittal and Summary Form for Electronic Document Submittal for submittal to the State Clearinghouse. The Consultant will also produce up to five printed copies of the public review Draft IS/MND (with technical appendices on a CD and attached to the printed Draft IS/MND) and ten CDs containing the public review Draft IS/MND and technical appendices.

The Consultant will assist the City with noticing, including preparation of the Notice of Completion/Environmental Document Transmittal, Summary Form for Electronic Document Submittal, and Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). The Consultant will also be responsible for submitting the required deliverables to the State Clearinghouse and distributing the Public Draft IS/MND based on a distribution list reviewed and approved by the City. The City will be responsible for publication of the NOI in one local newspaper.

Task 7.2 Final Initial Study/Mitigated Negative Declaration

In consultation with City staff, we will respond to comments received on the content of the Draft IS/MND during public review of the document. The Consultant will respond to up to 30 substantive (and non-duplicative) public comments (within the comment letters) on the Draft IS/MND contents and conclusions. The responses, errata, and revisions to the Draft IS/MND (as needed), and a Mitigation Monitoring and Reporting Program (MMRP) will be incorporated into the Final IS/MND. One set of revisions will be completed prior to finalizing the deliverables. The Consultant will produce up to five printed copies of the Final IS/MND (with technical

appendices on a CD and attached to the printed Final IS/MND) and ten CDs containing the Final IS/MND and technical appendices, along with an electronic copy.

If the Final IS/MND is adopted by the City Council, we will prepare the Notice of Determination (NOD) for review and approval by City. The City will be responsible for filing the NOD at the County Clerk within five days after adoption of the Final IS/MND as well as payment of County Clerk and CDFW CEQA filing fees.

Task 8 • Permitting Agency Coordination

If the project cannot be designed to avoid impacts on jurisdictional aquatic resources, then the Consultant will assist the City by coordinating with the regulatory agencies from which permits will be needed for subsequent phases of the work (under separate agreement).

Task 8.1 Agency Pre-Application Meetings

As requested and to the extent budgeted, the Consultant will assist the City in coordinating and attending pre-application meetings with the USACE, CDFW, and/or RWQCB to discuss the project, present the jurisdictional aquatic resources delineation findings, and establish the course for project permitting. Up to two (2) meetings are assumed as part of this task.

Additional Services:

Any services not specifically described in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed for a fee to be negotiated at the time of the request. Prior to commencing the Additional Services, Consultant will obtain prior written approval from the Client. Additional services we can provide include, but are not limited to, the following:

- Appraisals
- Geotechnical investigation
- Structural engineering and analysis
- Final engineering design
- Utility planning and design
- Utility Potholing
- Landscape architecture final design
- Traffic engineering design
- Preparation of a SWPPP
- Bid and construction services
- Attendance at Council or Commission meetings
- Agency permitting
- Preparation of plat and legal documents
- Additional environmental technical studies and analysis
- Floodplain hydrologic modeling