

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

Traffic Engineering Services

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of May 14, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Dost Engineering, ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of December 01, 2018, (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 Thirty Thousand dollars (\$30,000).

C. The parties now desire to modify 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 April 25, 2019 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 add the following:

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 Seventy Eight Thousand dollars (\$78,000) 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-1 respectively, shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

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

"CITY"

CITY OF LAKE ELSINORE, a municipal
corporation

"CONSULTANT"

Dost Engineering

Grant Yates, City Manager

Date: _____

Farid Dost, Owner/Principal Engineer

Date: _____

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S [date] PROPOSAL

[ATTACHED]

DOSTENGINEERING
PLANNING, DESIGN & CONSTRUCTION SUPPORT

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Temecula, CA 92590
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Email: fdost@dost-engineering.com
www.dost-engineering.com

TO: Remon Habib, P.E. City Engineer
City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530

Date: April 25, 2019

RE: Project Management and Civil Engineering Services for Camino Del Norte
Improvements Project No. Z10030, and Other Projects as required. Additional Work
Request.

Dear Remon,

Dost Engineering has been working diligently to assist the City of Lake Elsinore with various projects at various stages of design and construction. Dost Engineering has been working to ensure all projects and requests from City are addressed in timely and professional manner.

At the request of the City, Dost Engineering has completed and provided technical support on Camino Del Norte, SCE Streetlight Acquisition and other projects and tasks that were outside the scope of the original work.

Currently, Dost Engineering has approximately 25 hours remaining in the original contract. Dost Engineering has and will continue to provide the requested professional services. Please see the below Scope of Works and Compensation for the below services for your review and consideration.

We appreciate this opportunity to be able to assist the City in providing project management and professional civil engineering services and look forward to continue working with you.

Sincerely,

Farid Dost

Farid Dost, P.E.

Principal Engineer

ADDITIONAL WORK REQUEST

Additional Work Requested By: City of Lake Elsinore

Task 1: Coordinate City of Lake Elsinore Streetlight Program	\$43,200
Task 2: Camino Del Norte Project No. 10030– Additional Work	\$16,800
Task 3: General Civil Engineering Services	\$18,000
Total Estimate	\$78,000

Coordinate City of Lake Elsinore Streetlight Program

Program Summary: The City of Lake Elsinore has completed the initial administrative steps to acquire the streetlights from Southern California Edison. Since March 2012, when SCE announced Streetlight Purchase Program, WRCOG has assisted all its member agencies in owning and maintaining the streetlights. The City has successfully completed the Purchase and Sales Agreement with SCE, through competitive bidding process selected the Operation and Maintenance Contractor and selected the LED Fixture Manufacturer and Supplier advertised by WRCOG. The City has also acquired the CPUC approval Advice Letter allowing SCE to Transfer to City, and Filed the CEQA document without any public comments. Further, the City has an approved Financing as of November 1, 2018 with one remaining condition that is soon to be completed.

Additional Work Summary: Dost Engineering to coordinate and assist in completion of the City of Lake Elsinore Streetlight Program.

Summary of Additional Work: Dost Engineering will coordinate and assist the City of Lake Elsinore in ensuring the following items are completed in organized and timely manner. Dost Engineering is familiar with most of the stakeholders required for this program and understands certain tasks have to be coordinated in advance of others to ensure a smooth process and to avoid unnecessary delays.

This program requires coordination with various stakeholders to ensure timely completion of each task. Stakeholders include, but are not limited to WRCOG, Siemens, Del Sol Resources, CA Electric Supply, PFM, SCE and City of Lake Elsinore. Stakeholders in the City departments include, but are not limited to Engineering, Public Works, Planning, Finance, Executives, PSAC and Council.

This program requires dedicate individual to attend and complete scheduled and as-needed meetings, field visits, conference calls, research, technical reviews, completion of various documents such as City streetlight ordinance, Design Standards and development of schedules, tables, exhibits and workflows. City ordinance and standard will require various meetings with City staff within the needed department. In addition, it may require additional professionals to update the City's LLMD, and provide technical support on Electrical Engineering items. This proposal does not include services that might be required by other professionals.

Based on our understanding, below are the remaining items that need to be completed. Dost Engineering will coordinate and assist the City in completing all the below items as needed and requested by the City.

1. Finance
 - a. City Owned Lights – develop coordinates or ID's
 - b. Determine Additional Fund – Determine Exact Amount and Method of Payment
 - c. Final Cash Flow + Update BOA
2. Acquisition
 - a. SCE Acquisition
 - i. Send Final List and Negotiate Final Number of Poles and Cost
 - ii. SCE to send Bill of Sale
 - iii. City to Authorize the Payment to SCE
 - iv. SCE to Notify City of Payment, City Takes Ownership
 - v. Siemens Assumes O&M Responsibility
 - vi. Change Streetlight Scheduling from LS-1 to LS-2B
 - vii. SCE to provide City credit in form of bill credit (LS1 – LS2B)
 - viii. SCE to provide updated map and inventory of the facilities to City
 - b. Order Fixtures & Determine Logistics
 - i. Develop and Finalize photometrics for selection of Fixture Types
 - ii. Finalize Fixture Types and counts
 - iii. Order Fixtures
 - iv. Determine supplies and equipment's required, City Responsibility Vs. Siemens Vs. California Electric Supply for Fixture Acceptance
 - v. Develop Logistics for Fixture Distribution and Release method
3. O&M and Retro-fit LED Fixtures
 - a. Siemens City Permits-Encroachment + DIR PWC-100 (WRCOG as Awarding Body)
 - b. Determine Pole Tag Type + Number System + Adjust Total Poles to be Maintained

- c. Determine Monitoring and Reporting System + Incorporate into City Websites
 - d. Commence Retro-Fit – Approve scheduling, traffic control and Fixtures logistics
- 4. Incentives, Rate Change and City Streetlight Standards
 - a. Apply for the LED conversion Incentives
 - b. Apply for Rate Changes for SCE owned lights on non-sellable poles
 - c. Change Streetlight Rates to LED Rates
 - d. City Streetlight Ordinance
 - i. Develop streetlight draft ordinance
 - ii. Approve by PSAC and revise per recommendations and send to Council
 - iii. Council Reviews and provides recommendations
 - iv. Council Approves City Streetlight Ordinance
 - v. Update LLMD's
 - e. City Streetlight Design Standards and Criteria's
 - i. Research and Identify City needs
 - ii. Adopt Standards from Similar Agency
 - iii. Develop City Standards
 - iv. Technical Review + Approvals
 - v. Council Approves City Streetlight Design Standards

Schedule and Compensation: Based on our estimate, the Streetlight Program will take approximately 8 months to complete at which time the City will have approved ordinance, standards, and as needed guidelines and workflows for City staff, Developers and Residents. The level of effort required from Dost Engineering to coordinate and assist the City with Streetlight Program to completion is currently estimated at 360 hours or \$43,200 at a flat rate of \$120/hour.

Based on the remaining items, we estimate the next couple of months will require significant amount of effort which will gradually decrease overtime as more and more tasks are completed and approved.

Camino Del Norte Project No. 10030– Additional Work

Additional Work Summary: Dost Engineering has performed and will continue with approval from City to coordinate and assist with the following additional tasks which are outside the original Scope of Work.

1. Easement Documents – The original scope did not include assistance with required permanent and temporary easement needed for this project, the assumption was that those documents were complete and recorded. At the request of the City, Dost Engineering has researched and coordinated with owners and City including City Attorney to execute and record the remaining easements. Dost Engineering has developed various exhibits and documents, has met and negotiated with owners to executed and record the documents. Two easements have been recorded, 1 more remaining which is almost complete.
2. Future Sewer and Water Lines – Dost Engineering has assisted and will continue to assist as needed in the development of the proposed terrain model with outside consultant, and EVMWD.

Dost Engineering will continue to provide all the services identified in the original scope of work.

Schedule: Dost Engineering will continue the required services uninterrupted until completion of project.

Compensation: The original scope of work was estimated to require approximately 200 hours for Camino Del Norte. Additional 50 hours were estimated to assist the City in transitioning various projects including 3rd Street Drainage Stage 2, SCE Streetlight Acquisition, Cultural Center Parking Lot and Lakeshore Sidewalk Project.

Dost Engineering for the exception of SCE Streetlight Acquisition has assisted in completing the above various projects. in addition, Dost Engineering has assisted in Bond Releases and provided technical support and reviews on various projects and activities concerning Streetlights.

The additional work required for the easements coupled with the SCE streetlight Acquisition has demanded significant effort in terms of time to keep them moving forward. Based on our record, approximately 70 hours of the 200 hours estimated for Camino Del Norte's original scope were used specifically for the original Camino Del Norte scope of work. The Remaining 130 hours or so were used to complete the aforementioned additional work and SCE Streetlight Program.

To continue and finish the original services for Camino Del Norte and the additional work as stated above, Dost Engineering's level of effort are estimated at 140 hours or \$16,800 at a flat rate of \$120/hour.

General Civil Engineering Services and Bond Releases

Additional Work Summary: Dost Engineering will coordinate and assist in the developer's Bond Releases and assist in other General Civil Engineering reviews and technical support.

Dost Engineering will coordinate and assist the City in releasing outstanding developer bonds. This will require review of the developer submittals, research at the City Hall for submitted documents, coordination with City Inspectors and Engineering and City Clerk staff. Dost Engineering will work with the developer and City to ensure each specific bond is ready to be released in timely manner. Based on our estimate, we assume it takes approximately 2 hours to release one bond.

Dost Engineering will assist the City staff with questions and reviews related to streetlights arising from developers and staff on projects or activities within the City. Other technical support review on various projects as needed will also be provided under this task.

Schedule and Compensation: Dost Engineering will meet the City's deadlines as requested and needed for each specific task. The below estimate is based on 60 bond releases or 120 hours, and 30 hours for General Engineering Services as needed. The total level of effort is assumed at 150 hours or \$18,000.