

**AGREEMENT FOR PROFESSIONAL SERVICES  
KTUA**

***Downtown Active Transportation Connections and Greet Streets for Spring Street Project***

This Agreement for Professional Services (the "Agreement") is made and entered into as of August 13, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and KTUA, ("Consultant").

**RECITALS**

A. The City has determined that it requires the following professional services: Civil Engineering and Design Services for the Downtown Active Transportation Connection and Green Streets for Spring Street Project.

B. Consultant has submitted to City a proposal, dated [insert date], 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 (Exhibit A), 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).

Consultant hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Consultant acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through task order issued by the City.

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 **Two Hundred Nineteen Thousand Eight Hundred Five dollars (\$219,805)** without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

5. Reserved.

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. 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 acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. 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 subcontractors 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.

b. 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 Consultant. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent Consultant and shall not act as an agent or employee of the City.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractors 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.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, 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.

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. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

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 subcontractors 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. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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: KTUA  
Mike Singleton  
3916 Normal Street  
San Diego, Ca 92103

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. 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.

20. 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 subcontractors 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 subcontractors other than as otherwise is required by law.

21. 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.

22. 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.



23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractors, 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.

29. 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.

30. Execution. 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.

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”

Mike Singleton, Principal

\_\_\_\_\_  
Grant Yates, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachments: Exhibit A – Consultant’s Proposal

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]

**SPECIFIC APPROACH FOR THE WORK PROGRAM****TASK 1: DATA COLLECTION AND FIELD SURVEYS**

- 1.1 Prepare and transmit project notification to utilities with request to identify existing facilities**
- 1.2 Review existing utility maps, perform utility coordination and submit applications for service**
- 1.3 Conduct a topo survey and boundary survey to ensure the project stays in right of way**
- 1.4 Perform site reconnaissance for existing site conditions and other relevant factors**

These first four steps are critical to getting the project up and going quickly. The overall schedule is very tight and if these Task 1 elements are not started right away, they could affect the overall work schedule.

Notification of franchise agencies or municipal utilities are not likely to get timely results. The team proposes to consult with a mark-out service (SiteScan) to provide mark-outs prior to the development of the base map so that these mark-outs can be included on the base maps.

Prepare engineering base map showing the centerlines and right-of-way together with the topography and improvements as discussed above at an accuracy of  $\pm 0.1'$  at 1"=20' scale. All horizontal and vertical controls will be consistent with establishment of monuments and existing City facilities.

The team will conduct site research once they are in possession of the base maps. This helps with ground truthing and the identification of project constraints, features to preserve, and opportunities that can be incorporated.

**TASK 2: STAKEHOLDER ENGAGEMENT AND DESIGN DEVELOPMENT**

- 2.1 Meet with internal stakeholders to gain understanding of issues (3 meetings)**
- 2.2 Develop conceptual design for major elements and potential options considering preliminary costs**
- 2.3 Meet with Urban Greening team to present concepts and obtain comments (2 meetings)**
- 2.4 Conduct one public meeting/charrette with 35% developed plan to present conceptual design**
- 2.5 Meet with Urban Greening team for 95% (1 meeting)**

This set of tasks are essential to also start up front as soon as possible, although some of these meetings will span over several months. This effort will include the refinement of the conceptual design that was originally submitted with the grant. The conceptual design will be compared with an initial cost estimate of construction to validate if all elements being proposed can in fact be included in the project and maintain the construction budget.

The KTUA team will meet with the Urban Greening team made up of key staff members responsible for coordinating the grant. A total of two meetings will be conducted for a more intensive set of inputs on project elements, material choices, and priorities.

The public meeting is intended to be an informational meeting. The most effective way to reach the public today is to coordinate the meeting with another City or local sponsored event and have adjacent facilities serve as the location of the workshop, while other team members conduct intercept surveys to garner input and involvement outside the workshop location. This is a hybrid of a workshop and a pop-up event. It is not anticipated that a survey is needed. A presentation overview will be provided and materials on boards will show the intended improvement options. Take home FACT sheets will be provided with a link to the City's website to attract the attention of the general public past the workshop.

The Urban Greening Team will be responsible for the final contact point for quality control and preferences of choices. This will occur at the 95% completion stage of the pre-final plans.

**TASK 3: OBTAIN ALL NECESSARY PERMITS**

- 3.1 Identify project permits required with local and regional agencies**
- 3.2 Prepare necessary plans / applications for permits, address comments and requests for information**
- 3.3 Help support the environmental efforts with information on GHG and MWLO**
- 3.4 Integrate any required mitigation, if any, from the CEQA review**

The team will take the lead on identifying all permits, if any, that may be required for the project to be constructed. In some cases, it is more appropriate for the contractor to pull certain permits. It is assumed that the City of Lake Elsinore will review the plans and issue building permits and encroachments/public improvements in the right-of-way. As such, staff will have a role in these permits as well.

The team will prepare the necessary supporting plans, diagrams and tables necessary to obtain the permits including a MWLO. Likewise, the team will provide limited support of project descriptions for environmental review and, if needed, the integration of mitigation measures in the final plan set.

**TASK 4: PLANS, SPECIFICATIONS AND ENGINEERING ESTIMATE****4.1 Set up base map, sheet arrangement and title sheet****4.2 Prepare general notes and right of way maps for project control points**

The team will produce a final base map for construction document production including cover sheets, notes, legends, title blocks and general notes for the plan set, suitable to the City of Lake Elsinore. This will include the clear location of the limits of ROW to make sure the project can be staked and controlled within the field construction monuments and stakes to assure all public improvements remain in the public right-of-way.

**4.3 Identify project elements to stay, those to be removed and summarize in demo plan**

Based on field work and discussions with staff, certain elements will be identified for demolition, removal, and salvaging or protection from construction damage. These will be clearly identified in the demolition plan.

**4.4 Prepare civil plan layout of all walkways, curb, gutter, and ramp systems****4.5 Prepare road edge pavement improvements / repair and striping plan for Class 2 Routes**

**4.6 Prepare drainage plan for stormwater runoff and storm basins**  
WSP will prepare the layout of all walkways, curbs, gutters, and ramp systems, with review by KTUA for plan consistency. Additional effort by WSP on roadway slurry seal, grinding, replacement or extensions of the roadway surface will also be provided in order to assure no gaps between the flatwork of the concrete and the asphalt of the roadway. This will include the striping plan for the crosswalks, the lanes, and the bike lanes. WSP, with input from KTUA, will prepare the drainage plan that may or may not include surface or sub-surface drainage, depending on requirements or budget availability. This may also include the development of bio-swales, bio-basins, Silva cells, modular wetlands, or other water quality best management practices mandated by the Regional Water Quality Control Board or other entity, including the City of Lake Elsinore.

**4.7 Prepare lighting plan and utility connections****4.8 Prepare street tree layout plans and planter area layouts****4.9 Prepare irrigation plans including points of connection, electrical for time clocks and valves**

KTUA, in partnership with FBA Engineering, will identify a light fixture and the locations of these fixtures as part of the conceptual plan. However, the light fixtures will not be installed under this grant, but the conduits, points of connection and pull-boxes with sweep els and pull strings will be installed.

KTUA will work with WSP on the layout and location of all planters, bulb-outs, and swales. KTUA will layout all plant material, including trees, shrubs and groundcovers, as well as mulched rock, DG or bark materials. KTUA will also provide the irrigation layout and make decisions on equipment, controllers, and standards in consultation with the City of Lake Elsinore. The City will assist KTUA in identifying control clock and irrigation preferences, as well as the points of connection, backflow requirements, and other water conservation options.

**4.10 Prepare initial cost estimate of all project elements****4.11 Prepare appropriate details supporting unique construction or regional standard drawings**

The team will provide the initial cost estimate at the 35% phase in order to assure that budget adjustments are made early and not later in the CD production or the bidding process.

**4.12 Prepare specifications, bidding instructions, reporting requirements, and bid item descriptions****4.13 Determine payment methods, special provisions, technical specifications, or details**

**4.14 Prepare line item schedule and produce engineers cost estimate**  
The team, with appropriate discipline assignments, will prepare all bidding instructions and supporting documents, including a line item schedule for bidding and the conditions, timing and submittal requirements of all major project elements. A final engineer's estimate will also be signed by WSP.

**4.15 Submit 35% Conceptual Plans and obtain comments that need to be addressed in the concepts****4.16 Revise 35% and submit 65% and obtain comments from the Urban Greening Team****4.17 Revise 65% based on input from the Urban Greening Team**

The team will submit three cycles of the construction documents, each with intra-team quality control, in-house quality control by KTUA, including an involved member of the team and one person that is not involved in the project. Each submittal will utilize a minimum one week review and maximum two week review by the City of Lake Elsinore, if the overall project schedule is going to be kept.

**TASK 5: FINAL SUBMITTALS**

- 5.1 Submit two full-size and two half-size final plan set master with engineer's seal and signature**
- 5.2 Submit electronic version of all plans in AutoCAD and Acrobat format on CD**
- 5.3 Submit specifications in Word format**
- 5.4 Submit one set of quantity calculations and final engineering estimate in Excel**
- 5.5 Submit all electronic files including photos and other project products**

These final tasks will be completed the month after the deadline of the final plan. This is to assure that no other changes are made to the plan and the final set can be organized and submitted as final deliverables.

**TASK 6: BIDDING PHASE**

- 6.1 Attend pre-bid meeting and respond to contractor requests**
- 6.2 Record, distribute answers to questions and clarifications and prepare formal addenda**
- 6.3 Prepare any required addenda pre-bid and a pre-construction meeting agenda**

This phase will be adjusted based on the final plan and based on the role that the City of Lake Elsinore or an appointed Construction Manager will play in the final implementation phase. The team is ready and willing to provide bidding support including clarifications and resolutions of conflicts that may come up during pre-bid phase.

**TASK 7: PROJECT COORDINATION DURING DESIGN PROCESS**

- 7.1 Hold appropriate number of meetings with City Staff (6 shown under Task 2)**
- 7.2 Provide monthly status reports**
- 7.3 Provide design schedule with updates as required**
- 7.4 Provide meeting minutes and action items**

The project team will coordinate, prepare for, attend, and provide meeting minutes for all project meetings, including action items and assigned responsibilities for implementing or arranging for specific tasks for the project. A monthly status report will be provided along with updates to the project schedule, or adjustment to the tasks necessary to keep the project on track to being completed at the end of November 2019.

**TASK 8: DESIGN SUPPORT DURING CONSTRUCTION PROCESS**

- 8.1 If requested, the KTUA team will participate in pre-construction kick-off meeting to clarify questions**
- 8.2 If requested, the KTUA team will prepare answers to questions posted during construction by contractor**
- 8.3 Provide Civil design support during construction**
- 8.4 Provide Electrical design support during construction**
- 8.5 Provide Landscape Architectural design support during construction**

The team is ready and willing to provide post bid support as well as project coordination and design support for necessary changes, clarifications and resolutions of conflicts that may come up during construction.

City of Lake Elsinore		AUG				SEP				OCT				NOV				DEC	
Active Transportation Connections and Green Streets																			
Project for Spring Street		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2
<b>Task 1: Data Collection and Field Surveys</b>																			
1.1	Prepare & transmit project notification to utilities with request to identify existing facilities																		
1.2	Review existing utility maps, perform utility coordination & submit applications for service																		
1.3	Conduct a topographic and boundary survey to ensure the project stays in right of way																		
1.4	Perform site reconnaissance for existing site conditions & other relevant factors																		
<b>Task 2: Public Outreach / Stakeholder Engagement and Design Development</b>																			
2.1	Meet with internal stakeholders to gain understanding of issues (3 meetings)																		
2.2	Develop conceptual design for major elements & potential options considering preliminary costs																		
2.3	Meet with Urban Greening team to present concepts & obtain comments (2 meetings)																		
2.4	Conduct one public meeting / charrette with 35% developed plan to present conceptual design																		
2.5	Meet with Urban Greening team for 95% presentation (1 meeting)																		
<b>Task 3: Obtain All Necessary Permits</b>																			
3.1	Identify project permits required with local & regional agencies																		
3.2	Prepare necessary plans / applications for permits, address comments & requests for information																		
3.3	Help support the environmental efforts with information on GHG and MWEL0																		
3.4	Integrate any required mitigation, if any, from the CEQA review																		
<b>Task 4: Plans, Specifications and Engineering Estimate</b>																			
4.1	Set up base map, sheet arrangement & title sheet																		
4.2	Prepare general notes & right of way maps for project control points																		
4.3	Identify project elements to stay, those to be removed & summarize in demo plan																		
4.4	Prepare civil plan layout of all walkways, curb, gutter & ramp systems																		
4.5	Prepare road edge pavement improvements / repair & stippling plan for Class 2 Routes																		
4.6	Prepare drainage plan for stormwater runoff & storm basins																		
4.7	Prepare lighting plan & utility connections																		
4.8	Prepare street tree layout plans & planter area layouts																		
4.9	Prepare irrigation plans including points of connection, electrical for time clocks & valves																		
4.1	Prepare initial cost estimate of all project elements																		
4.11	Prepare appropriate details supporting unique construction or regional standard drawings																		
4.12	Prepare specifications, bidding instructions, reporting requirements & bid item descriptions																		
4.13	Determine payment methods, special provisions, technical specifications or details																		
4.14	Prepare line item schedule and produce engineers cost estimate																		
4.15	Submit 35% Conceptual Plans & obtain comments that need to be addressed in the concepts																		
4.16	Revise 35% & submit 65% & obtain comments from the Urban Greening Team																		
4.17	Revise 65% based on input from the Urban Greening Team & submit 100%																		
<b>Task 5: Final Submittals</b>																			
5.1	Submit two full-size and two half-size final plan set master with engineer's seal and signature																		
5.2	Submit electronic version of all plans in AutoCAD & Acrobat format on CD																		
5.3	Submit specifications in Word format																		
5.4	Submit one set of quantity calculations & final engineering estimate in Excel																		
5.5	Submit all electronic files including photos & other project products																		
<b>Task 6: Bidding Phase</b>																			
6.1	Attend pre-bid meeting & respond to contractor requests																		TBD
6.2	Record, distribute answers to questions & clarifications & prepare formal addenda																		TBD
6.3	Prepare any required addenda pre-bid & a pre-construction meeting agenda																		TBD
<b>Task 7: Project Coordination during Design Process</b>																			
7.1	Hold appropriate number of meetings with City Staff (6 shown under Task 2)																		
7.2	Provide monthly status reports																		
7.3	Provide design schedule with updates as required																		
7.4	Provide meeting minutes & action items																		
<b>Task 8: Design Support during Construction Process</b>																			
8.1	If requested, consultant will participate in pre-construction kick-off meeting to clarify questions																		TBD
8.2	If requested, consultant to prepare answers to questions posed during construction by contractor																		TBD
8.3	Provide Civil design support during construction																		TBD
8.4	Provide Electrical design support during construction																		TBD
8.5	Provide Landscape Architectural design support during construction																		TBD

DETAILED PROJECT BUDGET				KTUA		WSP		Dennis Janda Inc.			FBA Engineering	Totals		
City of Lake Elsinore Active Transportation Connections and Green Streets Project for Spring Street				Mike Singleton	Tim Henderson / Bernard Everling	Jacob Leon	Difan Chen / Allison Wilson	Ahmad Khan	Steven Lewis	Dennis Janda	TBD	TBD	Mark Mahdavian	
				Principal in-Charge/ Landscape Architect	PM/ Landscape Architect/ Irrigation Design	Outreach Facilitator	Landscape Architect/ Designer	Civil Project Manager	Civil Project Engineer	Principal Surveyor	Assistant Surveyor	2-man Survey Crew	Electrical Engineering	
				\$175	\$155	\$135	\$125	\$185	\$140	\$135	\$95	\$110	\$150	Hours
Task 1: Data Collection and Field Surveys														
1.1	Prepare & transmit project notification to utilities with request to identify existing facilities			2						1	4			7
1.2	Review existing utility maps, perform utility coordination & submit applications for service			2				2	4	10	40		30	88
1.3	Conduct a topo survey and boundary survey to ensure the project stays in right of way			2				2	8	20	40	50		122
1.4	Perform site reconnaissance for existing site conditions & other relevant factors			4	4	8	2	2	4				6	28
Sub-total Hours				0	10	4	8	6	16	31	84	50	36	245
Sub-total Costs				\$0	\$1,550	\$540	\$1,000	\$1,110	\$2,240	\$4,185	\$7,980	\$5,500	\$5,400	\$29,505
Task 2: Public Outreach / Stakeholder Engagement and Design Development														
2.1	Meet with internal stakeholders to gain understanding of issues (3 meetings)			6		6		6						18
2.2	Develop conceptual design for major elements & potential options considering preliminary costs			8	12	30	40	4	12				24	130
2.3	Meet with Urban Greening team to present concepts & obtain comments (2 meetings)			6		6	12	6						30
2.4	Conduct one public meeting / charrette with 35% developed plan to present conceptual design			6	6	16	20	6	6					60
2.5	Meet with Urban Greening team for 95% presentation (1 meeting)			4	4			1	1					10
Sub-total Hours				30	22	58	72	23	19	0	0	0	24	248
Sub-total Costs				\$5,250	\$3,410	\$7,830	\$9,000	\$4,255	\$2,660	\$0	\$0	\$0	\$3,600	\$36,005
Task 3: Obtain All Necessary Permits														
3.1	Identify project permits required with local & regional agencies			2	4			2	4				4	16
3.2	Prepare necessary plans / applications for permits, address comments & requests for information			2	8	12		8	20				20	70
3.3	Help support the environmental efforts with information on GHG and MWLO			2	4	8		2					2	18
3.4	Integrate any required mitigation, if any, from the CEQA review			2	4	4		1						11
Sub-total Hours				8	20	24	0	13	24	0	0	0	26	115
Sub-total Costs				\$1,400	\$3,100	\$3,240	\$0	\$2,405	\$3,360	\$0	\$0	\$0	\$3,900	\$17,405
Task 4: Plans, Specifications and Engineering Estimate														
4.1	Set up base map, sheet arrangement & title sheet			2			12	2	8					24
4.2	Prepare general notes & right of way maps for project control points			2			4	1	8	8				23
4.3	Identify project elements to stay, those to be removed & summarize in demo plan			1	2		16	2	12				4	37
4.4	Prepare civil plan layout of all walkways, curb, gutter & ramp systems			2				20	70					92
4.5	Prepare road edge pavement improvements / repair & striping plan for Class 2 Routes			2				8	24					34
4.6	Prepare drainage plan for stormwater runoff & storm basins			2				8	28					38
4.7	Prepare lighting plan & utility connections			2				2	6				80	90
4.8	Prepare street tree layout plans & planter area layouts			4	8	8	24		2					46
4.9	Prepare irrigation plans including points of connection, electrical for time clocks & valves			1	40				1				16	58
4.10	Prepare initial cost estimate of all project elements			1	5		4	2	4				4	20
4.11	Prepare appropriate details supporting unique construction or regional standard drawings			1	1		12	2	6					21
4.12	Prepare specifications, bidding instructions, reporting requirements & bid item descriptions			1	5		5	6	8				8	33
4.13	Determine payment methods, special provisions, technical specifications or details			1	4			2	4				4	15
4.14	Prepare line item schedule and produce engineers cost estimate			2	4			2	4				4	16
4.15	Submit 35% Conceptual Plans & obtain comments that need to be addressed in the concepts			4	8	12	20	4	8				8	64
4.16	Revise 35% & submit 65% & obtain comments from the Urban Greening Team			2	10	12	20	4	4				4	56
4.17	Revise 65% based on input from the Urban Greening Team & submit 100%			2	10	24	20	4	8				8	76
Sub-total Hours				19	109	56	137	69	205	8	0	0	140	743
Sub-total Costs				\$3,325	\$16,895	\$7,560	\$17,125	\$12,765	\$28,700	\$1,080	\$0	\$0	\$21,000	\$108,450
Task 5: Final Submittals														
5.1	Submit two full-size and two half-size final plan set master with engineer's seal and signature						4	2	4					10
5.2	Submit electronic version of all plans in AutoCAD & Acrobat format on CD						2		2				1	5
5.3	Submit specifications in Word format						2	2	4				1	9
5.4	Submit one set of quantity calculations & final engineering estimate in Excel						2		2					4
5.5	Submit all electronic files including photos & other project products			2			2		2					6
Sub-total Hours				0	2	0	12	4	14	0	0	0	2	34
Sub-total Costs				\$0	\$310	\$0	\$1,500	\$740	\$1,960	\$0	\$0	\$0	\$300	\$4,810
Task 6: Bidding Phase														
6.1	Attend pre-bid meeting & respond to contractor requests				6			6					6	18
6.2	Record, distribute answers to questions & clarifications & prepare formal addenda				4			4	4				2	14
6.3	Prepare any required addenda pre-bid & a pre-construction meeting agenda				4			2	4				1	11
Sub-total Hours				0	14	0	0	12	8	0	0	0	9	43
Sub-total Costs				\$0	\$2,170	\$0	\$0	\$2,220	\$1,120	\$0	\$0	\$0	\$1,350	\$5,510
Task 7: Project Coordination during Design Process														
7.1	Hold appropriate number of meetings with City Staff (6 shown under Task 2)													0
7.2	Provide monthly status reports				8				2					10
7.3	Provide design schedule with updates as required				8			1	2					11
7.4	Provide meeting minutes & action items			2	4		8		3					17
Sub-total Hours				2	20	0	8	1	7	0	0	0	0	38
Sub-total Costs				\$350	\$3,100	\$0	\$1,000	\$185	\$980	\$0	\$0	\$0	\$0	\$5,615
Task 8: Design Support during Construction Process														
8.1	If requested, consultant will participate in pre-construction kick-off meeting to clarify questions				4			4	4				6	18
8.2	If requested, consultant to prepare answers to questions posted during construction by contractor				2			4	6				2	14
8.3	Provide Civil design support during construction							15	40					55
8.4	Provide Electrical design support during construction												20	20
8.5	Provide Landscape Architectural design support during construction				2	10	14							26
Sub-total Hours				0	8	10	14	23	50	0	0	0	28	133
Sub-total Costs				\$0	\$1,240	\$1,350	\$1,750	\$4,255	\$7,000	\$0	\$0	\$0	\$4,200	\$19,795



## City of Lake Elsinore

### Labor Cost Summary

**Maximum Listed Consultant Budget \$220,000**

Mileage for Urban Greening Team & additional staff meetings (6 meetings)  
Mileage and materials for 1 public workshop  
Mileage for site visits and pre-bid and pre-construction meetings (4 trips)  
Provide utility mark-outs for the study area (SiteScan)  
1/2 size plan sets for pre-final  
1/2 size plan sets for final  
Full size plan sets for final  
CDS for final

Total Expenses	<b>\$10,105</b>
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