

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Bureau Veritas North America, Inc.**

***Engineering Plan Check Services***

This Agreement for Professional Services (the "Agreement") is made and entered into as of December 13, 2016, by and between the City of Lake Elsinore, a municipal corporation ("City") and Bureau Veritas North America, Inc., a ("Consultant").

**RECITALS**

A. The City has determined that it requires the following professional services:  
Engineering Plan Check Services.

B. Consultant has submitted to City a proposal, dated December 2, 2016, 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 for a period of two and a half (2.5) years, subject to annual review by the City Manager.

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). In no event shall Consultant's compensation exceed **three hundred thousand** dollars **(\$300,000)** 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 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. 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 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.

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 Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor 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 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.

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. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant

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

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

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

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

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

i. 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: Bureau Veritas North America, Inc.  
Attn: Bill Bixby  
10620 Trenea Street, Ste 170  
San Diego, CA 92131

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 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.

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. 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.

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. 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.

29. 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.

30. 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.

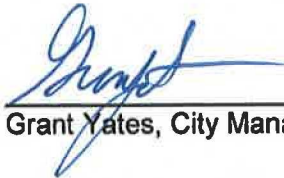
[Signatures on next page]



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



Grant Yates, City Manager

"CONSULTANT"

Bureau Veritas North America, Inc.



By: JASON McLaughlin

Its: VP of operations

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

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

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**  
**[ATTACHED]**

## SCOPE OF WORK

Scope of work is to provide As Needed, On-Call Plan Checking Engineering Services to the City Engineering Department in accordance with all provisions within this RFP. These services will be on an intermittent basis. The scope of work includes digital and standard engineering review and check for correctness of plans, design calculations and technical specifications related to materials for proposed improvements, development of correction lists, transmittal of correction lists to the Applicant and status updates to the City. The City prefers use of the Bluebeam Revu software product. Key resource will be the latest edition of **City of Lake Elsinore Engineering Design Guidelines Manual and Standard Drawings** for the preparation and checking of Improvement plans, Drainage, and Grading Plans within Lake Elsinore. Meetings with the applicant may or may not be required at the option of the City and will be determined on a case by case basis. Upon approval of the submitted plans, the firm will certify in writing that the design is in substantial compliance with applicable local, state and federal requirements.

Ultimate responsibility for errors and/or omissions of plans and specifications will continue to rest with the originating design firm, not the Consultant for plan checking or the City. The selected firm(s) may assist the City with various engineering assignments including but not limited to:

1. Digital and Standard Plan Checking Services for Private Development Projects
  - Street and Storm Drain Improvements
  - Grading, Erosion Control and/or Drainage Plans
  - Construction Detour Plans
  - Striping and Signing Plans
  - Bridge or Retaining Wall Structures not under Building Permit purview
  - Consistency with other planned improvements
  - Final and Parcel Maps
  - Easement, Dedications
  - Vacations, Quitclaims
  - Lot Line Adjustments
  - Parcel Mergers
  - Water Quality Management Plans
2. Review of Plan Check Submittal Items and Reports
  - Road Structural Section Calculations
  - Hydrology and Hydraulic Calculations and Reports
  - Street Layout and Design
  - Structure Calculations not under Building Permit purview
  - Traffic Reports or Studies
  - Quantity Estimates
  - Engineer's Cost Estimates
  - Soils/Geological Reports
  - Compliance With Current NPDES Permits
3. Review of Technical Specifications for Proposed Improvements in City Road Right of Way
  - Road Structural Section components
  - Trench backfill and restoration
  - Storm Drain line and appurtenances
  - Traffic Signal components

- Signing and Striping

#### 4. Work Flow Methodology

- Review for completeness of submittals
- Document submittal deficiencies and advise the City as necessary
- Identify any additional reference materials required for a thorough plan check such as related offsite improvement plans, studies or reports.
- Conduct site visit as necessary.
- Email City staff with digital copy of plan check comments and date as they are returned to the engineer of record

5. Provide other Engineering and/or Transportation related professional services as requested in the areas of Plan Checking and/or Development Review technical support.

#### 6. Plan Check Time

##### Initial Submittal –

- For typical small private development projects with five plan sheets or less, a maximum ten (10) business day turn around time is expected.
- For larger more complex projects with six or more plan sheets a maximum fifteen (15) business day turn around time is expected.

##### Subsequent Submittals / Resubmittals –

- For typical small private development projects with five plan sheets or less, a maximum five (5) business day turn around time is expected.
- For larger more complex projects with 6 or more plan sheets a maximum ten (10) business day turn around time is expected.

Turn around time will be considered to start the date when the submittal has been received by the Consultant. End time will be considered the date that the plan check comment letter is sent out to the applicant. Receipt may include hard copy or digital copy. Details on procedures will be discussed during the kickoff meeting.

Provide a “Fast Track” expedited on demand review time between 3 to 5 business days depending on complexity of project.

#### 7. Design/Plan Check Criteria and Standards

- **Attachment B** includes this information

Suggestions by Consultant of recommended changes to current plan check policies, procedures and guidelines should be made to the City as needed to facilitate the work flow efficiency of both the City/Consultant as well as clear understanding by the private development community.

8. Fees - Consultant shall fill in fully burdened rate fees for various plan check types using the form in **Attachment A**. The City will not pay “costs”, including postage. An account number with a mailing service will need to be provided to the City for plan check transmitting.

9. Final Submission – A copy of the approved supporting documents and mylars with plan checker initials shall be sent to the City at the end of the process.

10. Develop Check List – consultant shall review and within the first year, evaluate and as needed make recommendations to improve current Engineering Plan Check Criteria and Checklists.



<b>CUBIC YARDS</b>	<b>CURRENT CITY GRADING PLAN CHECK FEES</b>	<b>ACCEPTED FEE</b>
100 Cubic Yards or Less:	\$200.20	75% of City's fees
101 – 1,000 Cubic Yards	\$220.00 for the first 100 cubic yards, plus \$50.00 for each additional 100 cubic yards or fraction thereof x 91%	75% of City's fees
1,001 – 10,000 Cubic Yards:	\$670.00 for the first 1,000 cubic yards, plus \$50.00 for each additional 1,000 cubic yards or fraction thereof x 91%	75% of City's fees
10,001 – 100,000 Cubic Yards:	\$1,120.00 for the first 10,000 cubic yards, plus \$190.00 for each additional 10,000 cubic yards or fraction thereof x 91%	75% of City's fees
100,001 – 400,000 Cubic Yards:	\$2,830.00 for the first 100,000 cubic yards, plus \$110.00 for each additional 100,000 cubic yards or fraction thereof x 91%	75% of City's fees
Over 400,000 Cubic Yards:	\$6,130.00 for the first 400,000 cubic yards, plus \$110.00 for each additional 100,000 cubic yards or fraction thereof x 91%	75% of City's fees
REVISIONS to approved plans	\$450.00 per sheet	80% of City's fees

Per sheet charge of \$ \_\_150.00\_\_ will be required on each subsequent plan submittal over four (4) for plan check.

Fast Track performance fees shall be \_\_1.5\_\_ times those shown above.

<b>SUBDIVISIONS /COMMERICAL</b>	<b>CURRENT CITY PLAN CHECK FEES</b>	<b>ACCEPTED FEE</b>
0-\$50,000	4.5%	75% of City's fees
\$50,000-\$300,000	4.0%	75% of City's fees
\$300,000-\$700,000	3.5%	75% of City's fees
\$700,000-\$1,000,000	3.0%	75% of City's fees
\$1,000,000 and greater	2.5%	75% of City's fees
Revised or Redesigned Public Works Improvement Plans	\$450 per sheet	80% of City's fees

Traffic Signing & Striping, Traffic Control, Haul Route Plans (as part of improvement plan set)	\$450 per sheet	80% of City's fees
Traffic Control as part of encroachment permit application (11x17)	Per hour rate for review time	\$145 per hour

<b>NON SUBDIVISION- SINGLE FAMILY RESIDENTIAL</b>	<b>CURRENT CITY PLAN CHECK FEES</b>	<b>LIST PROPOSED BELOW</b>
Public Works Improvement Plans-Based on Engineer's Estimate	7.5%	75% of City's fees

Additional per sheet charge of \$\_\_\_150.00\_\_\_\_\_will be required on each subsequent bond copy plan re-submittal over four (4) the above may be made on the fifth submittal for plan check. (Mylar submittal is included in the initial fee.)

Fast Track performance fees shall be \_\_1.5\_\_\_\_\_ times those shown above. Fast Track is expedited, on demand with turn around time between 3 to 5 business days.

<b>OTHER PLAN CHECKS</b>	<b>CURRENT CITY PLAN CHECK FEES</b>	<b>LIST PROPOSED BELOW</b>
Final Tract Map	\$1,700 + \$55 per	80% of City's fees
Parcel Map	\$1,600 + \$45 per	80% of City's fees
Redesigned Tract/Parcel Maps in Process	\$450 per sheet	80% of City's fees
Revised Approved Tract/Parcel Maps	\$450 per sheet	80% of City's fees
Lot Line Adjustments-Two Lots Only	\$400	80% of City's fees
Lot Line Adjustment-More than two lots	\$500 + \$55 per lot	80% of City's fees
Dedication: Easement, Right of Way	\$440	80% of City's fees
Certificate of Compliance	\$450	80% of City's fees
Parcel Merger	\$400 +\$25 per lot	80% of City's fees
Street Abandonment/Vacation	\$1,100	80% of City's fees
Certificate of Correction	\$450	80% of City's fees
Water Quality Management Plan (WQMP) Review - PRELIMINARY	\$1,750.00	90% of City's fees
Water Quality Management Plan (WQMP) Review - FINAL	\$1,750.00	90% of City's fees



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b>	<b>FAX (A/C. No.):</b> 800-363-0105
	<b>PHONE (A/C. No. Ext):</b> 866-283-7122	
<b>INSURED</b> Bureau Veritas North America, Inc. 10620 Treena Street, Suite 170 San Diego CA 92131 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Hartford Underwriters Insurance Company	30104
	<b>INSURER B:</b> Hartford Fire Insurance Co.	19682
	<b>INSURER C:</b> Allianz Global Risks US Insurance Co.	35300
	<b>INSURER D:</b> Twin City Fire Insurance Company	29459
<b>INSURER E:</b> Trumbull Insurance Company	27120	
<b>INSURER F:</b> Sentinel Insurance Company, Ltd	11000	

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570064986790 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CGL2008089	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<b>AUTOMOBILE LIABILITY</b>			10 AB 541202 AOS 10 AB 541203 HI	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ULA2008098	01/01/2017	01/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 AOS 10WNS41200 AK ID IL NJ NY	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
H					01/01/2017	01/01/2018	
C	Archit&Eng Prof			PPL2008139 SIR applies per policy terms & conditions	01/01/2017	01/01/2018	Each Claim \$1,000,000 Aggregate \$1,000,000

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

RE: Business Unit No. 293MC1.  
City of Lake Elsinore is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policy. General Liability and Auto Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Auto Liability and Workers Compensation policy. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lake Elsinore Attn: City Clerk 130 South Main Street Lake Elsinore, CA 92530 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>

Certificate No : 570064986790



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Number: 570064986790			
CARRIER See Certificate Number: 570064986790	NAIC CODE	EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :Hartford Insurance Co Of The Southeast	38261
INSURER H :Hartford Ins Co of the Midwest	37478
INSURER I :Property & Casualty Ins Co of Hartford	34690
INSURER J :Hartford Accident & Indemnity Company	22357

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		10WNS41200 HI MA	01/01/2017	01/01/2018	
J		N/A		10WNS41200 AZ GA KY MI MN NE OK SC	01/01/2017	01/01/2018	
F		N/A		10WNS41200 IA	01/01/2017	01/01/2018	
K		N/A		10WNS41200 CA NC	01/01/2017	01/01/2018	
B		N/A		10WNS41200 FL NH ND OH WA WY	01/01/2017	01/01/2018	
G		N/A		10WNS41200 PA	01/01/2017	01/01/2018	
I		N/A		10WNS41200 DE LA VT	01/01/2017	01/01/2018	
D		N/A		10WBRS41201 WI	01/01/2017	01/01/2018	

**ADDITIONAL REMARKS**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER K :Hartford Casualty Insurance Co	29424
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]