

CITY OF MENIFEE
PROFESSIONAL SERVICES AGREEMENT
CIP 22-04 BAILEY PARK BLVD PROJECT
ARCHITECTURAL AND ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 16th day of February 2022 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and NV5, INC, a California C-Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **February 16, 2022** and shall end on **December 31, 2023** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **TWO HUNDRED SEVENTY TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$272,680.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees

and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the

right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 22-04 BAILEY PARK BLVD ARCHITECTURAL AND ENGINEERING SERVICES**. The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 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, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, 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 subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

c. Retain a different consultant to complete the Services described in Exhibit A; and/or

d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and 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 and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. 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 the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Carmen Kasner, Senior Vice President ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Carlos Geronimo, Principal Engineer (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

NV5, INC
Attn: Carmen Kasner, Senior Vice President
15092 Avenue of Science, Suite 200
San Diego, CA 92128

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Carlos Geronimo, Principal Engineer

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and

Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

DocuSigned by:

A96907ED91464C0...
Armando G. Villa, City Manager

DocuSigned by:

330CAEE3EC50463...
Carmen Kasner, Senior Vice President

Attest:
DocuSigned by:

E7870041804C481...
Sarah A. Manwaring, City Clerk

DocuSigned by:

7FFC5B3A6A614DC...
MaryJo O'Brien, Board Secretary

Approved as to Form:
DocuSigned by:

DABE8880180C48B...
Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Services shall include Professional Design/Engineering Services for CIP 22-04: Bailey Park Blvd Project in the amount not to exceed **TWO HUNDRED SEVENTY TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$272,680.00)** as further detailed in the following page(s).

3. DETAILED WORK PLAN & TENTATIVE PROJECT SCHEDULE

PROJECT UNDERSTANDING

The City is requesting proposals to obtain a highly qualified professional services Consultant to prepare construction bid documents for improvement of approximately fourteen hundred feet (1400-ft) of Bailey Park Boulevard, per the City design requirements. The City is additionally requesting that the selected Consultant design a new sewer line for installation along Bailey Boulevard. This line must flow from its termination at Bailey Park Boulevard towards the preferred point of connection at the intersection of Zeiders Road and Scott Road.

With the exception of what has recently been improved (850-foot segment north of Ciccotti Street), most of Bailey Park south of Scott Road is unpaved and has very poor lighting as shown in the picture at right. Recent development in the southern part of the City has increased both vehicular and pedestrian traffic near Scott Road, which is one of the City's major thoroughfares. Due to increase in vehicular and pedestrian traffic in this area, the City has given increasing attention to traffic safety and mobility within this part of the City. Per the guidance provided by the City General Plan, the proposed roadway improvements for this section of Bailey Park Boulevard will address traffic safety and mobility in the area and thus help to support current and anticipated growth, and continue to promote economic development in this part of the City.



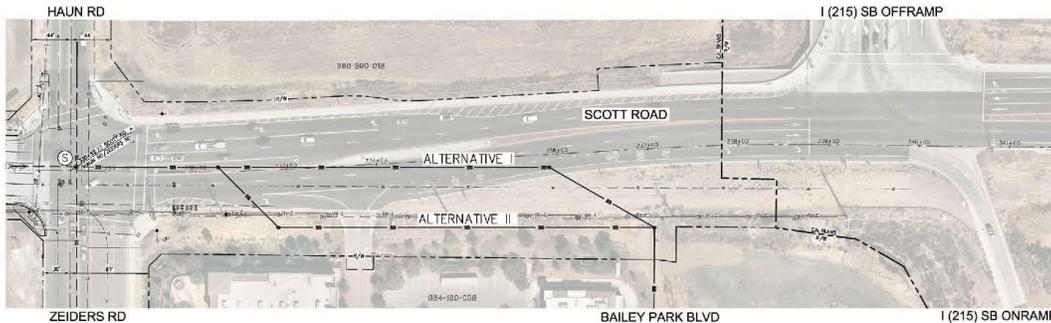
Based on current and anticipated future development, the City requires that Bailey Park Boulevard to be designed and constructed per the Industrial Collector classification requirements, as shown on City's Standard Plan No. 112. This roadway classification has seventy-eight feet (78-feet) of public right-of-way (ROW). The City currently owns sixty feet (60-feet) of ROW for this section and plans to obtain the remaining eighteen feet (18-feet) from the adjacent property owners during the design phase. In case the City is unable to obtain the remaining ROW, NV5 will only design the roadway, concrete curb and gutter, and sidewalk ramps if possible. It is our understanding that the City does not require the Consultant to prepare the Storm Water Pollution Prevention Plan (SWPPP), and intends to have the contractor prepare it and the city will prepare and file the notice of intent (NOI).

For this project, the City requires NV5 to conduct initial environmental studies to determine the required documents - (Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR)) at a later date. Additionally, the City requires preparation of construction documents (Plans, Specifications & Cost Estimate) for this project. The plans will include drawings for; roadway, curb and gutter, sidewalk, ADA ramps, driveways, drainage inlets and laterals, sewer line and laterals, utility plans, street lighting, temporary and permanent erosion control measures, construction phasing and temporary traffic control. This effort will include preparation drainage and geotechnical reports, and coordination with the affected utility companies and stakeholders.

We fully understand the requirements of this RFP, have visited the project site, and acknowledge receipt of Addendum #1 dated 10/8/2021. We also understand that this project will be funded with a combination of local funds, developer deposits, and American Rescue Plan Act (ARPA). Additional required reporting due to use of ARPA will be handled by the City.

Based on our thorough site investigations, we have reviewed the existing edge conditions, and identified potential challenges. The major challenge on this project is installation of the sewer line. California Department of Transportation (Caltrans) has recently completed their planned improvements for Interstate 215 (I-215) and Scott Road interchange. As part of these improvements, the section of Scott Road, west of the I-215 interchange through the intersection with Zeiders/Haun Road, was re-constructed. Installation of the required sewer line and connection of it to the existing stub out at this intersection will require trenching through the newly constructed pavement, and requires construction phasing, temporary traffic control and coordination with Caltrans due to extension of temporary traffic control into the interchange. The temporary work zone traffic control plans to accommodate construction activities associated with the installation of the sewer pipe along Scott Road, will require advance warning signs and cones to be placed within Caltrans right-of-way. NV5 will prepare a Caltrans Encroachment Permit Application and submit it with the traffic control plans to Caltrans District 8 for review and approval.

3. DETAILED WORK PLAN



Our team is very familiar with the site due to our current involvement in design of Scott Road. We have reviewed Caltrans and the City right-of-way, and have closely examined the existing utilities within this area. We are proposing two design alignments for the sewer line between the sewer connection point at this intersection of Scott Road and Zeiders Road, and the north entrance of Bailey Park Boulevard at Scott Road for the City's consideration and evaluation. These alternatives are shown above in Figure 1.

Alternative I will place the new sewer line in Scott Road from the connection point to where it crosses Scott Road into Bailey Boulevard. Alternative II will cross Scott road after the connection point diagonally to the unpaved open area south of the road, where it turns east along the unpaved section to Bailey Boulevard. The proposed Alternative II will minimize interruption to traffic, reduce construction time, and preserves most of the newly constructed pavement. Both Alternatives will require construction phasing, temporary traffic control, and coordination with Caltrans.

WORK PLAN APPROACH

Our approach is to meet your project goals and objectives through clear and consistent communication with City staff, collaborative management, detailed planning, effective execution of the plan, innovative design solutions, early identification of risk, use of innovative technology whenever possible, and strict attention to project schedule, and resources.

The major tasks on this project consist of topographic survey, geotechnical study and report, hydrology and hydraulic study, environmental research and document preparation, preparation of construction documents (65%, 100% and final packages), project specifications, cost estimate, and coordination with Caltrans and various utility owners. This proposal also includes optional Construction Bidding Phase and Construction Support Phase services.

Knowing the full requirements and challenges of this project, we have utilized our lessons learned from past successful experiences, the knowledge of our team, and our time tested planning and management know how to develop a detailed work plan for successful management, execution and delivery of this project. Our detailed work plan is presented below:

A. PROJECT ADMINISTRATION, MEETINGS, AND COORDINATION

Task 1 Project Management and Coordination

1.1 **Project Management** - This work will consist of general management of the project, the design team, and coordination of design activities. Additionally, it includes management of the scope, schedule and budget, timely submittal of the required deliverables at each schedule milestone, and preparation and submittal of monthly invoices and project status reports.

Task 2 Meetings

2.1 **Kickoff Meeting** - After receipt of NTP, the NV5 Project Manager (PM) will coordinate and schedule a kickoff off meeting with the City project management staff and stakeholders. The purpose of this meeting is to make initial introductions, discuss responsibilities, review the scope of services, challenges,

3. DETAILED WORK PLAN

budget, schedule, design criteria, standards, client and stakeholder expectations and requirements. This will allow for exchange of contact information and agreement of meeting dates.

2.2 Other Meetings - NV5 Team will meet with the City Project Manager once a month to provide project progress report, discuss the schedule, items effecting the critical path, and other related project issues and risks. The NV5 PM will prepare meeting agenda, meeting minutes, and a list of action items and review actions taken. Ten (10) meetings at two (2) hours each.

As part of this task, the NV5 PM, project design engineer, and other technical leads (as-needed) will meet with the City to review the comments after each milestone submittal (65%, 100% and final).

2.3 Coordination Meetings - This task will encompass coordination with the City PM, Utility owners, potential developers, and Regulatory Agencies. It will also include coordination with the City for arrangement of presentation to City Council prior to release of the environmental documents for Public review. Eight (8) coordination meetings at one (1) hour each.

B. DATA COLLECTION

The proposed surveying services will include; the gathering of topographical survey data and providing a digital base map. The topographical survey will contain observable site features and will be prepared for use as a base drawing for final engineering plans. NV5 will perform research of existing maps and plans relevant to establishing the current Right-of-Way for Bailey Park Blvd. This task will also include management of field data collection and drafting of the topographic base map.

Task 1 Project Setup and Research

- 1.1 Project Set up
- 1.2 Performing map research

Task 2 Field Survey

- 2.1 Control, R/W, and Boundary Survey
- 2.2 Topographic Survey

A NV5 survey crew will perform a field topographic survey of the roadway areas including Bailey Park Boulevard and Scott Road. NV5 will collect the following planimetric features within the ROW:

- a. Curbs, gutters and sidewalks
- b. Walls and fences
- c. Edge of asphalt or concrete roads and driveways
- d. Power and telephone poles
- e. Overhead locations and type of utility
- f. Surface appurtenances of underground utilities
- g. Type of utility, if known or ascertainable
- h. Invert elevations for storm drain and sewer manholes.
- i. Landscape areas
- j. Trees over six inches (6") in diameter

NV5 will utilize sufficient record documents to establish Right-of-Way.

The survey;

- Will extend topography 50 feet northerly and southerly beyond the project limits.
- **Will include sufficient ground elevations for digital terrain model (DTM) generation for 1 ft. contours,** including around curb radii and through intersections. Curb ramps should have all four (4) corners of the "level landing" and ten (10) adjacent flags of the sidewalk transition located.
- **Will use the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (California State Plane coordinates zone 6, US foot).**

3. DETAILED WORK PLAN

Task 3 Data Processing and Preparation of Topographic Base Map

3.1 Data Processing and Drafting

NV5 will process the collected topographic field data, resolve right-of-way data, and import them into AutoCAD Civil 3D, and will prepare a base map for use by the design team. The base map will show the centerlines and right of way together with the topography and improvements as discussed above at an accuracy of +/- 0.1' with at 1"=20' scale.

3.2 ROW and Boundary

Right-of-way mapping will be based on record maps provided in Exhibit D of RFP 2022-5 - CIP 22-04.

3.3 Topographic Drafting

The survey deliverable will be an AutoCAD Civil 3D CAD file for use by the NV5 engineering group.

Task 4 Utility Research

4.1 Prepare and Submit Utility Request Letters - NV5 team will correspond with utility owners including, Southern California Edison (SCE), Eastern Municipal Water District (EMWD), Southern California Gas Company, Phone and Cable companies, and send them a preliminary notification, requesting copies of their existing and proposed utility plans within the project area. NV5 will add the utility data to the AutoCAD Civil3D base drawing for use in design, and by our geotechnical team.



Additionally NV5 will review and identify potential conflicts and will send a set of the preliminary plans to each affected utility company for comments. Upon receipt of response from preliminary plan submittal, NV5 will schedule a meeting with each utility to review comments and discuss potential conflicts and relocation scheduling if needed. NV5 will prepare minutes of all meetings, correspondence, and telephone contacts.

NV5 will submit a set of final plans to each affected utility company with final notification for relocations of their facility prior to start of roadway construction. Depending on the terms of agreement with the City, they may be required to submit their relocation plans to be included into to the bid package. NV5 will provide a written summary of utility coordination status upon delivery of final construction contract documents to the City along with a log of all correspondence.

C. GEOTECHNICAL STUDY/REPORT

Task 1 Research and Site Reconnaissance

- Review of preliminary project plans, if available.
- Review of geotechnical maps and literature pertaining to the site and vicinity.
- Preparation of applicable right of entry/encroachment permit.
- Field reconnaissance of the site to coordinate with onsite personnel to mark out locations of proposed borings and notify Underground Service Alert prior to site exploration.

Task 2 Field Exploration

- Four (4) geotechnical exploratory core/borings will be drilled within a single day along the existing roadway and selected sewer alignment, using truck mounted drilling equipment to depths up to 20 feet **below surface or practical refusal**. **Traffic control will be utilized during the fieldwork**. Borings in existing pavements will be patched with asphalt cold patch or rapid set concrete.
- The borings will be logged and sampled by a geologist or an engineer from NV5. Samples will be transported to NV5's laboratory for soil testing. Subsequent to logging and sampling, the borings will **be backfilled with drill cuttings**. **Excess spoils will be spread thin off the roadway edge near the boring locations**.

3. DETAILED WORK PLAN

Task 3 Laboratory Testing

- Appropriate laboratory testing of representative samples of the soils encountered will be performed. **Laboratory tests may include in-situ density and moisture content (ASTM D2216), soil classification/ sieve analysis/200-wash (ASTM D422 and ASTM D1140), expansion index (ASTM D4829), Direct Shear (ASTM D3080), R-value (ASTM D2844) and corrosivity testing including pH, resistivity, sulfate content and chloride content (CTM 414, CTM 422, CTM 532 and CTM 634).**

Task 4 Preparation of Geotechnical Report

- Geotechnical analysis of the data obtained.
- Evaluation of the accumulated information to develop conclusions and recommendations addressing the geotechnical aspects of the project.

Preparation of a geotechnical report summarizing the results of the geotechnical investigation and presenting recommendations, from a geotechnical standpoint regarding the design and construction of the project. The report will be appropriately illustrated and shall include geotechnical maps indicating the locations of subsurface explorations and logs of subsurface materials. The items addressed will include limited geologic engineering assessment, and identification of geologic hazards associated with the site. The report will include recommendations for site preparation and earthwork, trench backfill, expansion potential of the on-site soils, flexible design pavement sections, soil corrosion potential, and other geotechnical parameters relevant to the proposed construction and to provide recommendations for appropriate roadway structural section.

Task 5 Response to Comments, Final Report

Review and respond to comments received from the client and stakeholders, and finalize the report.

D. HYDROLOGY /HYDRAULIC STUDY

Task 1 Hydrology Study

NV5 will perform a hydrology study to determine the discharge and water volume of drainage flows that will occur on the project site. NV5 will investigate both the existing and the proposed conditions.

Task 2 Hydraulic Study

NV5 will perform a hydraulic analysis to evaluate whether or not the existing 36-inch storm drain system along Bailey Park Blvd can convey the drainage flows from the proposed project. It is anticipated that the existing storm drain system will be able to accommodate the additional flows without being up-sized or having other significant changes made. Therefore, NV5 will perform a hydraulic analysis to size the drainage inlets and storm drain laterals to capture and route drainage flows to the existing storm drain system.

E. ENVIRONMENTAL RESEARCH AND DOCUMENT PREPARATION

Task 1 CEQA Initial Study Development

NV5 Team will prepare an Initial Study (IS), pursuant to CEQA Statutes and Guidelines (Public Resources Code Section 21000 et. seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000-et. seq.), in support of the project. This will follow the City's IS checklist standard format. The IS checklist will include detailed discussions of environmental resource or issue areas that may be significantly affected by the project, as well as feasible recommended measures to mitigate those impacts to less than significant levels, as applicable. The Environmental Document level (ND, MND, or EIR) will be recommended to the City following the IS completion.

Task 2 Technical Review and Project Coordination.

NV5 will prepare an electronic copy of the Draft IS and technical studies for review. Coordination meetings may occur regarding the recommended Environmental Document level made to the City following the conclusion of Task 1.

Task 3 Environmental Technical Studies

The environmental items critical to the schedule for CEQA processing and compliance are the field studies

3. DETAILED WORK PLAN

and reports necessary to assess the potential impacts of the project, prepare an accurate Initial Study and determine the level of document recommended for environmental compliance. To that end, NV5 will provide the following environmental technical study reports and/or assessments supported by the appropriated field level surveys:

3.1 Aesthetics (Visual Study)	3.10. Hydrology/Water Quality
3.2 Agriculture/Forestry Resources	3.11. Land Use Planning
3.3 Air Quality	3.12. Mineral Resources
3.4 Biological Resources	3.13. Noise
3.4.1. Biological Survey	3.14. Population/Housing
3.4.2. Biological Report	3.15. Public Services
3.4.3. Natural Water Resources (determination of water sources)	3.16. Recreation
3.4.4. Western Riverside County MSHCP Review	3.17. Transportation/Traffic & VMT
3.5. Cultural (Archaeology & Architectural History)	3.18. Tribal Cultural Resources (Tribal Coordination & Notification)
3.6. Energy	3.19. Utility/Service Systems
3.7. Geology/Soils	3.20. Wildfire
3.8. Greenhouse Gas Emissions	3.21. Mandatory Findings of Significance
3.9. Hazards/Hazardous Materials	3.22. Paleontology
	3.23. Environmental and Socio Economic Setting

F. CONSTRUCTION DOCUMENTS

65% PS&E Preparation and Submittal

The 65% plans will include drawings for Civil, Erosion Control, Drainage, Sewer, Street Lighting, Signing and Striping, Construction Phasing and Temporary Traffic Control. NV5 will provide preliminary drainage and geotechnical reports as part of the deliverables. The 65% design drawings will be prepared per the requirements of the RFP. This work will include utility coordination. The roadway plans will be prepared per the City of Menifee Standards, the sewer plans will be prepared per the Eastern Municipal Water District Standards, and the drainage plans will be prepared per the Riverside County Flood Control and Water Conservation District Standards. Temporary Traffic Control Plans will be prepared per Caltrans Standards.

Task 1 Design Drawings

These drawings will include plans from multiple disciplines as listed below:

Civil	Drainage
1.1 Title Sheet	1.12 Drainage Plan and profile
1.2 Key Map	1.13 Storm Drain Details
1.3 General and Specific Notes	Sewer
1.4 Horizontal and Vertical Control	1.14 Sewer Plan and Profile
1.5 Typical Roadway Sections	1.15 Sewer Details
1.6 Demolition Plans	Traffic
1.7 Street Improvement Plans (Plan and Profile Sheets)	1.16 Street Lighting Plan
1.8 Grading Plan	1.17 Signing and Striping
1.9 ADA Ramp Details	1.18 Construction Phasing and Temporary Traffic Control
1.10 Construction Details	
1.11 Erosion Control Plans and Notes	

Task 2 Draft Outline for Technical Specifications

NV5 team will prepare a draft outline Technical Specifications per requirements specified in the RFP for submittal to the City and Stakeholders for their review and comments. The draft outline Technical

3. DETAILED WORK PLAN

Specifications will be prepared in Microsoft Word per the City's approved format. As part of this task, NV5 will prepare a preliminary bid schedule.

Task 3 Quantities and Preliminary Opinion of Probable Construction Cost

NV5 will use the pay items identified in the preliminary bid schedule to prepare quantities and the Preliminary Opinion of Probable Construction Cost. NV5 will use Caltrans pay item unit costs for preparation of the Opinion of Probable Construction Cost.

Task 4 Quality Assurance and Quality Control (QA/QC)

NV5 has a formal Quality Management Plan (QMP) to assure completeness, accuracy, and compliance with applicable regulations, codes, guidelines, and review of project constructability. All deliverables (plans, reports, computations, specifications, quantities and cost estimate) will be subject to NV5 Quality Control (QC) process. NV5 designated staff and independent reviewers will conduct quality control (QC) review of deliverables. Additionally NV5 will review the plans for constructability. NV5 Quality Assurance Manager will conduct a final review of the documents to assure the process was completed in accordance with the QMP. All documents will be certified, and stamped. NV5 Quality Manger will conduct regular quality audits.

65% Design Deliverables

- 65% Design Drawings (*civil, drainage, sewer, lighting, signing & striping, and construction phasing and temporary traffic control*)
- 65% Draft Outline for Technical Specification
- 65% Preliminary Quantities and Opinion of Probable Construction Cost
- Drainage Report
- Preliminary Geotechnical Report

The 65% Design deliverable package will be submitted to the City and project stakeholders for their review and comments.

100% PS&E Preparation and Submittal

Task 1. Design Drawings

Upon receipt of 65% design comments from the City and stakeholders; NV5 team will review and meet with the City PM for a comment resolution meeting. NV5 will address and update plans and design documents accordingly. The drawings will be advanced to the 100% design level by adding additional details, notes, and other pertinent and required information. NV5 will finalize the drainage and geotechnical reports. NV5 will update the following sheets and include them into the 100% design drawings. This phase will include additional utility coordination.

Civil

- 1.1 Title Sheet
- 1.2 Key Map
- 1.3 General and Specific Notes
- 1.4 Horizontal and Vertical Control
- 1.5 Typical Roadway Sections
- 1.6 Demolition Plans
- 1.7 Street Improvement Plans (Plan and Profile Sheets)
- 1.8 Grading Plan
- 1.9 ADA Ramp Details
- 1.10 Construction Details
- 1.11 Erosion Control Plans and Notes

Drainage

- 1.12 Drainage Plan and profile
- 1.13 Storm Drain Details

Sewer

- 1.14 Sewer Plan and Profile
- 1.15 Sewer Details

Traffic

- 1.16 Street Lighting Plan
- 1.17 Signing and Striping
- 1.18 Construction Phasing and Temporary Traffic Control

When utility relocation plans are required, preparation of such plans will be the responsibility of the utility companies. Depending on the utility company's agreement with the City, their relocation plans may be added to the 100% Design plans, unless they relocated their facilities prior to start of the project construction.

3. DETAILED WORK PLAN

Task 2 Technical Specifications

NV5 will address 65% review comments, and will finalize the specifications. The 100% Technical Specifications will be prepared and furnished in Microsoft Word format and will be per "GREENBOOK" Standard Specifications, latest edition.

Task 3 Quantities and Opinion of Probable Construction Cost

NV5 will prepare 100% Quantities, and Opinion of Probable Construction Cost using Caltrans Unit Costs.

Task 4 Quality Assurance and Quality Control (QA/QC)

NV5 team will conduct QC and QA reviews for the 100% documents prior to submittal of the deliverables.

100% Design Deliverables:

- 100% Design Drawings (civil, drainage, sewer, lighting, signing & striping, construction phasing and temporary traffic control, and utility relocation plans, prepared by Utility Companies, if any)
- 100% Technical Specifications.
- 100% Quantities and Opinion of Probable Construction Cost
- Final Drainage Report
- Final Geotechnical Report
- Environmental Documents

The 100% Design deliverable package will be submitted to the City and project stakeholders for their final review and comments.

Final Mylar Plans Preparation, Submittal and Approval

Upon completion of review, and receipt of 100% design comments from the City and the stakeholders, NV5 will finalize the PS&E documents and will prepare mylar drawings. Mylar plans will be plotted on 4-mil Mylar media on 24-inch by 36-inch sheet size. NV5 will submit the final bid package, including final mylar plans to the City for approval and use in advertisement.

Final Mylar Plans and Bid Package Deliverables:

- Final Mylar Plans
- Final Technical Specifications and Bid Schedule,
- Final Quantities and Opinion of Probable Construction Cost
- Final Drainage Report
- Final Geotechnical Report
- Final Environmental Documents

G. CONSTRUCTION BIDDING PHASE (OPTIONAL)

Task 1. Pre-bid and Bid Support

NV5 PM will assist the City in response to Contractor's questions (four (4) hours), and preparation of addendum after pre-bid meeting (eight (8) hours) for issue to contractors by the City prior to bidding.

H. CONSTRUCTION SUPPORT PHASE (OPTIONAL)

Task 1 - Attend Pre-Construction meeting upon notification by the City.

Task 2 - NV5 will provide construction support services during construction phase by responding to six (6) RFIs at two (2) hours each, and review up to four (4) submittals at four (4) hours each.

Task 3 - NV5 will prepare additional requested drawings for correction of plans and change order per the request of the City at no cost to the City. These drawings will be submitted to the City for duplication and distribution to contractors.

Task 4 - NV5 will attend the job site for review and other function (up to four (4) visits) per request from the City PM. It is assumed each site visit will be up to two (2) hours in duration.

3. DETAILED WORK PLAN

Task 5 - NV5 will prepare as-built plans in AutoCAD Civil3D based on redlined drawings furnished by the Contractor upon completion of construction. The as-built plans will be completed within two months of project completion. NV5 will submit as-built plans to the City on Mylar and in digital format.

Other Direct Expenses (ODCs) - Travel and mileage, lodging, meals, and other task costs are considered as other direct expenses. An estimated ODC budget for each discipline is provided as part of the fee estimate.

ASSUMPTIONS AND EXCLUSIONS

SURVEY

1. The survey will include subsurface utility markout by others, but markout or other subsurface utility investigation is not included in the survey scope.
2. Existing underground utilities locations and sizes will be mapped based on markout by others or record data from the utility providers. Accuracy may vary based on the information received.
3. Existing centerline or property line monumentation will be surveyed sufficient to enable determination of the existing street right of way. This proposal assumes that sufficient monumentation from record maps can be recovered to allow for right of way mapping. Property lines will be depicted based on record data and some property corners along the right of way may not be surveyed.
4. This survey scope excludes right of way acquisition support. NV5 can provide legal descriptions and plats for right of way acquisition by separate agreement.
5. For the proposed street improvements, the topographic mapping will be fifty (50) feet on each side of the centerline of Bailey Park Boulevard. Where fences or walls exist on the sides of the street, the survey will include up to the wall or fence. If survey is needed beyond the fence, access will be arranged by the City.
6. For the proposed sewer line between Bailey Park Road and the intersection of Scott Road with Zeider Road, NV5 will survey a swath approximately fifty (50) feet in total width.
7. Setting of monuments and filing of a Record of Survey map or other survey documents is excluded from this proposal. The setting or resetting of monuments after construction is excluded.
8. Based on the final improvement design, some monuments may be threatened by the new construction. Monument preservation and corner records are not included in this proposal but can be provided as requested separately.
9. Trees less than six inches in diameter will not be included.

GEOTECHNICAL

1. One standard traffic control sheet will be submitted for all exploratory core/boring locations. No stamped sheet will be required.
2. Traffic control will be utilized during the field work operations for 1 day.
3. Any boring permit, traffic control and encroachment permit fees will be paid by the City.
4. Field Investigation will be performed in a single mobilization within 1 day.
5. Field Investigation will be performed during regular business hours on weekdays.
6. Environmental soil sampling and testing is not included in this scope.
7. A single boring and encroachment permit application will be submitted for the entire scope. Permit applications will be submitted by email or regular mail and the approved permits will be received by email or regular mail.
8. Structure recommendations (retaining walls, etc.) are not provided in this scope.
9. Hot-mix asphalt patching is not included in this scope.

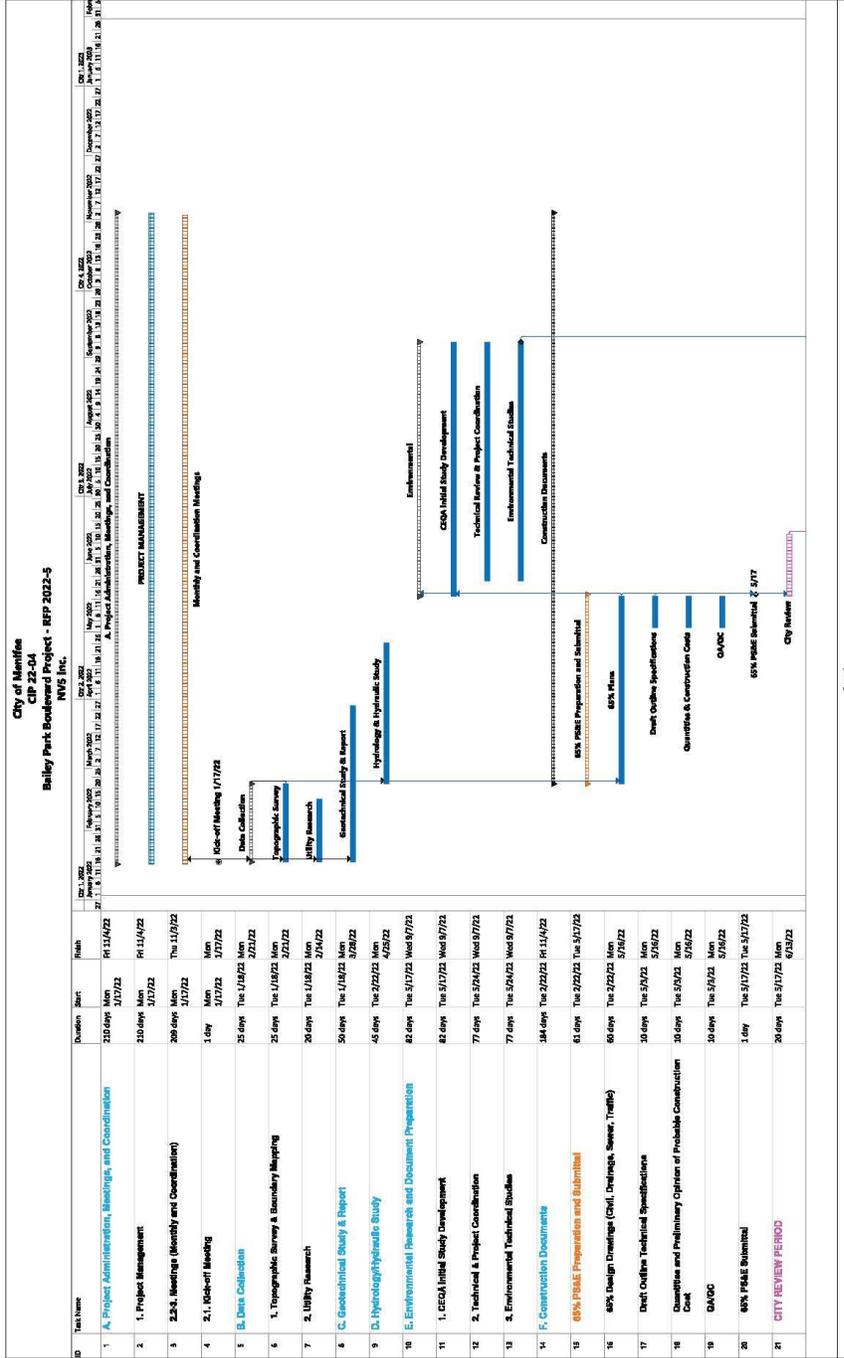
ENVIRONMENTAL

1. The Environmental Document level recommended to the City for the proposed project would not be completed under this scope of work.
2. Public outreach, stakeholder meetings, committee meetings, or any other engagement outside of typical meetings with the City would not fall under this scope of work.

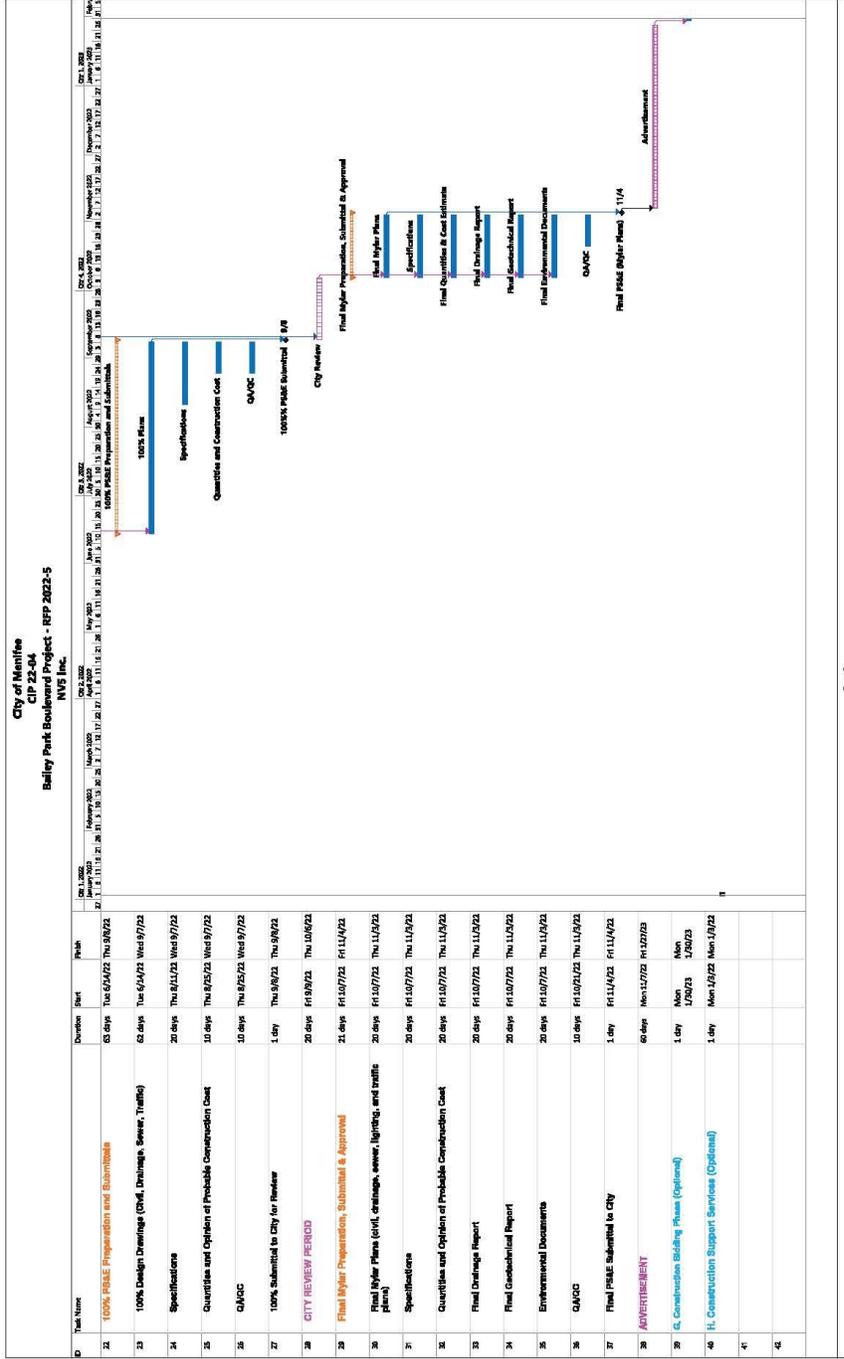
3. DETAILED WORK PLAN

3. Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) coordination is anticipated to be completed within 60-90 days of report submittal with a compliance concurrence determination by Riverside County Regional Conservation Authority (RCA). Additional MSHCP requested surveys, coordination and/or mitigation efforts would be not fall under this scope of work.
4. If federal/state/special status species and/or species habitat impacts cannot be avoided, consultation with the appropriate state and/or federal agencies and pursuit of appropriate take permits would not fall under this scope of work.
5. If Cultural (archaeological or historical) and/or Tribal Cultural resources are identified or anticipated to occur within the project impact area, further coordination with the appropriate agencies and extended phased site survey work would not fall under this scope of work.
6. If Paleontological resources are identified during environmental review, further coordination with the appropriate agencies and extended phased site survey work would not fall under this scope of work.
7. If hazards or hazardous materials are identified during the environmental analysis, further coordination with the appropriate agencies and extended phased site and/or clean-up work would not fall under this scope of work.
8. If hazards or hazardous materials focused surveys would be needed on the property needed for right of way acquisition, these focused surveys would not fall under this scope of work.
9. If noise abatement/attenuation measures are recommended, additional noise modeling maybe required and would not fall under this scope of work.
10. Water resources would be identified only; a wetland delineation and report would not fall under this scope of work.
11. Environmental permits would not be obtained under this scope of work.
12. Development of a Mitigation Monitoring Report Plan (MMRP) and mitigation compliance requirements would not fall under this scope of work.
13. One draft IS review would be completed by the City.
14. State only funds are anticipated for all phases of the proposed project. However, if a federal nexus (i.e. the need of a federal permit/approval, federal land/easement, or federal funds) is realized during the project life cycle, the preparation of a NEPA document would not fall under this scope of work.
15. Any special right-of-way entry permits required for field survey work would not fall under this scope of work.

SCHEDULE



SCHEDULE





January 24, 2022

Mr. Carlos Geronimo, PE
Principal Engineer
Capital Improvement Projects
City of Menifee
29844 Haun Road
Menifee, California 92586

Subject: Request for Amendment to CIP 22-04: Bailey Park Boulevard Professional Design Services Proposal

Dear Mr. Geronimo:

Attached please find our proposed amendment to the Bailey Park Boulevard Professional Design Services proposal as requested by the City of Menifee (City). The amendment includes adding additional services to the project scope of services including preparation of a project SWPPP and Transportation Project Guidance Report. Additionally, the City requested several tasks be redefined as Optional tasks including preparation of the Construction Phasing and temporary Traffic Control Plans while preparation of the As-Built Plans will be removed from Optional tasks and be included as part of the Construction Phase. The following pages include a description and summary of the amendments requested by the City.

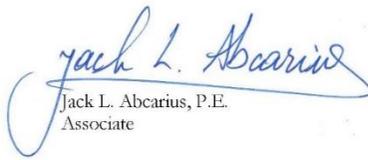
If you are in agreement with this proposal, we respectfully request that you amend our budget by the following:

- Preparing the SWPPP \$6,500
- Preparing the Transportation Project Guidance Report \$16,100
- Additional Coordination by NV5 for Utility Relocation \$4,400
- Preparation of As-Built Drawings \$6,550

If this proposal is acceptable to you, please amend our original proposal value of \$232,175 for the base scope of services and direct costs without the Optional Construction Support Services to the new total of \$255,675.

NV5 appreciates the opportunity to continue being of service on this project. If you have any questions or require additional information, please do not hesitate to contact me on my direct line at (858) 385-2128 or on my cellular at (858) 705-2430.

Respectfully submitted,
NV5, Inc.



Jack L. Abcarius, P.E.
Associate

Mr. Carlos Geronimo, Senior Engineer
January 24, 2022
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Task F Construction Documents – 65% PS&E Preparation and Submittal

Include Coordination for Dry Utility Relocation - In addition to preparing the Utility Request Letters as described in Task 4, NV5 will coordinate with the affected utilities through the various design phases. NV5 has included up to twenty-four (24) hours of Senior Project Engineer and Project Manager effort to coordinate with various companies for the relocation of utilities including Southern California Edison (SCE), Eastern Municipal Water District (EMWD), Southern California Gas Company, Phone and Cable. NV5 will also coordinate with coordinate with SCE to assure power to the street lighting system is provided. An additional cost of \$4,400 will be added to the fee.

Remove Traffic Control Plans (Traffic 1.18) - Per the City's direction, effort for preparation of Construction Phasing and Temporary Traffic Control Plans, which was included in the 65% submittal will not be required and instead be included in the Optional Construction Support Services. Therefore, the fee for the 65% PS&E and Submittal effort is reduced to by \$4,900.

This total fee for Task F for the 65% PS&E Preparation and Submittal will be **\$41,795**.

Task F Construction Documents – 100% PS&E Preparation and Submittal

Remove Traffic Control Plans (Traffic 1.18) - Per the City's direction, effort for preparation of Construction Phasing and Temporary Traffic Control Plans which was included in the 100% submittals will not be required and instead be included in the Optional Construction Support Services. Therefore, the fee for the 100% PS&E and Submittal effort is reduced by \$3,450.

The total for Task F for the 100% PS&E Preparation and Submittal will be **\$29,505**.

Final Mylars Preparation, Submittal & Approval

Remove Design Drawings for Traffic Control Plans - From this phase, design drawings for the traffic control plans will be omitted. This will reduce the cost of the phase by \$1,700.

Include As Built Plans - NV5 will prepare as-built plans in AutoCAD Civil3D based on redlined drawings furnished by the Contractor upon completion of construction. The as-built plans will be completed within two months of project completion. NV5 will submit as-built plans to the City on Mylar and in digital format. Therefore, \$6,500 will be included as part of the project scope of work and moved from the Optional Construction support Services to the Final Submittal process.

Include Storm Water Pollution Prevention Plan (SWPPP) - A Stormwater Pollution Prevention Plan (SWPPP) will be required for this project since the project will likely disturb more than one acre of soil. The SWPPP is required under the State's General Construction Permit for Stormwater Discharges that is regulated by the State Water Resources Control Board. The City will be required to obtain coverage under the CGP by filing a Notice of Intent (NOI) online and obtaining a Waste Discharge Identification Number (WDID#) and NV5 can assist with that process.

NV5 will prepare a SWPPP for the project based on the current CGP. The SWPPP will be prepared by a Qualified SWPPP Developer and will follow the California Storm Water Quality Association (CASQA) template as a basis for preparing the SWPPP. The SWPPP text will include information on potential pollutants from the site as well as sampling and monitoring requirements during construction. The SWPPP will include Water Pollution Control Plans (WPCPs) that will document all Best Management Practices (BMPs) to be installed prior to the start of construction. BMPs will typically include fiber rolls, storm drain



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Mr. Carlos Geronimo, Senior Engineer
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inlet protection, silt fencing, slope stabilization, etc. The WPCPs will depict only a snapshot of the required BMPs at the start of construction. It will be the Qualified SWPPP Practitioner's (QSP's) responsibility to update the WPCPs as construction progresses in order to maintain compliance. We will use the project grading plans as base maps for preparation of our WPCPs. Our fee includes time to respond to one round of comments from the City. NV5 will transmit all documents in pdf format to the City and can work with the City to upload the necessary documents to the SMARTS website. This effort will increase the fee for this task by \$6,500.

Exclusions - The following are not included within our scope of work and fees: fees associated with submitting and renewing the NOI, annual reporting to the Regional Board, inspections and sampling required by the SWPPP's Monitoring Program, preparing the Notice of Termination and accompanying documentation, any changes made necessary by plan checks or changes in site conditions (SWPPP Amendments), and soil monitoring and/or reporting.

Deliverables - Deliverables include one hard copy of the SWPPP document, and all electronic files to be delivered in pdf format via email or ftp site to the City.

Transportation Project Guidance Report - In preparation of Transportation Project Guidance Report (TPG), NV5 will prepare the appropriate form for the MS4 Permit Program. NV5 will coordinate with the design team to identify BMP locations, appropriate type and required sizing. NV5 will review the pertinent information including the geotechnical information, jurisdictional code and/or General plan requirements for the roadway improvements and BMP sizing. A Drainage Management Area exhibit will be prepared to illustrate contours, existing and proposed utilities, BMP locations, including detains. NV5 has allocated up to four (4) hours to coordinate with BMP vendor if necessary. The TPG will be reviewed for quality assurance prior to submittal. Based on City comments, up to one (1) revision will be performed.

Deliverables - Deliverables include one hard copy of the TPG document, and all electronic files to be delivered in pdf format via email to the City.

The total fee for the Final Mylars Preparation, Submittal & Approval task is **\$34,295**.

Task H Construction Support Services (Optional)

Preparation of As-Built Plans will be now be included in Final Mylars Preparation, Submittal & Approval task and the estimated fee of **\$6,550** will be reallocated accordingly.

Traffic Control Plans - Per the City's direction, effort for preparation of Construction Phasing and Temporary Traffic Control Plans, which was included in the 65% and 100% PS&E Preparation and Submittals will instead be included in the Optional Construction Support Services. Therefore, a fee for the Construction Support Services will be reallocated \$4,900 for the 65% and \$3,450 for the 100% submittal respectively.

The total for Task H will be revised to **\$15,025**.



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