

CITY OF MENIFEE
PROFESSIONAL SERVICES AGREEMENT
CIP 20-13: PALOMA WASH PEDESTRIAN BRIDGE PROJECT
(PROFESSIONAL DESIGN SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 1 day of June, 2022 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA**, a (“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 **June 1, 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 THIRTY FIVE THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$235,940.00)** 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 20-13: PALOMA WASH PEDESTRIAN BRIDGE PROJECT (PROFESSIONAL DESIGN 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 John M. Brudin, 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, Kevin Bohne, Associate 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:

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA
Attn: John M. Brudin, President
1861 W. REDLANDS BLVD
REDLANDS, CA 92373

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

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Kevin Bohne, Associate 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

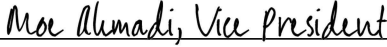
DocuSigned by:


Armando G. Villa, City Manager

DocuSigned by:

John M. Brudin, President

Attest:
DocuSigned by:

Stephanie Roseen, Acting City Clerk

DocuSigned by:

Moe Alimadi, Vice President

Approved as to Form:
DocuSigned by:

Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Services shall include Professional Design Services for CIP 20-13 Paloma Wash Pedestrian Bridge Project in the amount not to exceed **TWO HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$235,940.00)** as further detailed in the following page(s).



**Proposal - Professional Design Services, City of Menifee
CIP 20-13: Paloma Wash Pedestrian Bridge Project**

Submitted: March 2, 2022





1861 W. Redlands Blvd. | Redlands, CA 92373
(909) 890-1255 | info@erscinc.com | www.erscinc.com

Office Responsible for Project:
1861 W. Redlands Blvd.
Redlands, CA 92373
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
Lori Askew
Project Manager
(909) 890-1255 x110
laskew@erscinc.com

March 2, 2022

City of Menifee - Finance Department (Purchasing)
Andy Ortiz, Contract & Purchasing Specialist
29844 Haun Road
Menifee, CA 92586

RE: Proposal - Professional Design Services, City of Menifee CIP 20-13: Paloma Wash Pedestrian Bridge Project

Dear Mr. Ortiz,

Engineering Resources of Southern California, Inc. (ERSC) is pleased to have the opportunity to submit our qualifications, in addition to those of our subconsultant, to the City of Menifee (City) as qualified and experienced consultants to provide Professional Civil Engineering Services. Based upon our review of the RFP, knowledge of civil engineering, and consultation of available supporting documents we have developed a thorough understanding of the scope of services in order to provide outstanding service to the City.

Matt Brudin, P.E. - Principal-in-Charge

Matt Brudin will serve as ERSC's Principal-in-Charge during the term of a potential agreement with the City. With over 25 years of civil engineering experience, Mr. Brudin has been involved in a number of complex planning, design and construction projects. His ability to effectively communicate with agency personnel and team members provides the vital link between client and consultant and ensures that the goals of each project are met. Mr. Brudin has a broad base of experience in various disciplines including site development, streets and roads, grading and drainage and flood control facilities. Matt will provide design guidance, QA/QC, and industry expertise to the ERSC team.

Lori Askew, Project Manager

Lori Askew will serve as ERSC's Project Manager during the term of a potential agreement with the City. Lori has over 30 years of Civil Engineering design and management experience in Public Works projects. She has 20 years of service as a municipal employee, so she understands the intricacies of working in a local agency. The City can be confident that this project is to be executed under the supervision and guidance of highly trained professionals while under Lori's leadership.

ERSC understands that the City wants to select the firm that best fits with goals of the City. In selecting ERSC, the City will benefit from the following:

- Familiarity – ERSC has served numerous municipal agencies and our Project Manager has intimate knowledge of the workings of multiple municipalities.
- Experience – ERSC's familiarity with all civil engineering disciplines. Our firm focuses solely on the public sector and public works projects.
- Partners – ERSC has worked closely with the partner listed in this proposal and has selected them based on expertise and experience in the discipline.

By selecting ERSC, the City of Menifee will benefit from a wealth of knowledge and experience that our team possesses, and we are confident in our abilities to go above and beyond to deliver exceptional service to the City.

I have read, understood, and agree to all statements in this Request for Proposal and acknowledge receipt of all addendum/amendments as well as to the terms, conditions, and attachments referenced. This proposal shall be valid for a period of not less than 90 calendar days from the closing date and time of the Request for Proposal.

We look forward to the possibility of working with the City of Menifee and thank you for the opportunity to submit this proposal. If you have any questions, or require additional information, please contact me at mbrudin@erscinc.com or (909) 890-1255, ext. 103.

Respectfully submitted,

John M. Brudin, PE
President



Project Approach & Work Plan

PURPOSE

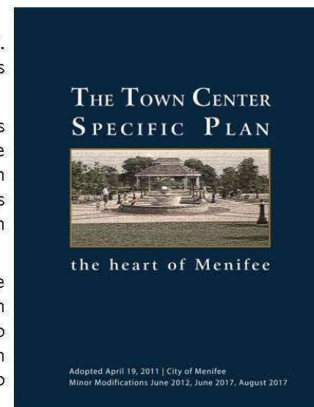
ERSC has reviewed the City of Menifee's request for proposal "CIP 20-13: Paloma Wash Pedestrian Bridge Professional Design Services", along with viewing the site to review and document any possible challenges that may be faced in the design process, and review of available reference material. This review is intended to demonstrate the level of commitment ERSC's team has to the City of Menifee (City), as well as highlighting our understanding of the project and our approach to solving any unique challenges a project of this nature may have.

ERSC reviewed the Specific Plan for The Town Center, of which the pedestrian bridge is included. The SP further identifies Design Standards and Guidelines which will be used by the various disciplines to create a project that seamlessly fits into the surrounding development.

ERSC understands the scope of the project is to prepare plans, specifications and cost estimates for the construction of a Pedestrian Bridge crossing the Paloma Wash. The approximate location of the bridge crossing is just southerly of Marketplace Road's intersection with Haun Road, which is approximately 1,300 feet south of Newport Road. The bridge will provide access from the Countryside Marketplace located on the east side of Haun Road to the mixed use Town Center area and Central Park located on the west side of Haun Road.

The City's RFP has indicated the preferred bridge will be a prefabricated "Bow String" style bridge with guard rails, lighting and other decorative features. STK will address their approach to the bridge design and related appurtenances. ERSC will prepare the necessary revisions to the existing asphalt pedestrian path on both sides of the channel to ensure it will comply with ADA requirements. The bridge will be designed and located such that it will have no impact to the channel's 100-year flood elevation and water surface limits.

ERSC is currently working on the Overland Bridge Project which is a 86' wide and 340' long vehicular bridge over Murrieta Creek; and Temecula Creek Bike Lane Project which is contemplating a 500' long pedestrian bridge of similar nature to Paloma Wash Bridge. Both projects give us direct knowledge of what Riverside County Flood Control & Water Conservation District requires in their permitting process for work within their facilities. In addition, the same tasks are required, although on a different scale, for those projects as will be required for this project – Environmental Clearances, coordination with Geotechnical for soil conditions prior to designing the bridge abutments, analysis of the channel hydraulics before and after project to prove no change in water surface elevations and floodway characteristics, providing geometrics for bridge consultant to work with, landscaping and lighting amenities to follow Specific Plan Design Elements and many other small but important tasks. ERSC's Project Manager will make sure to bring together all these tasks through complete understanding of what needs to be done, by whom and when.



SCOPE OF WORK

TASK A – PROJECT MANAGEMENT

ERSC has assembled a highly skilled team to perform the tasks outlined in the City's RFP. All sub-consultants have performed work of similar nature to task of which they are identifying under this Proposal. They have the necessary expertise to complete the tasks in an expeditious and professional manner. The key to this project will be in managing the team from Notice to Proceed to final plan submittal. It will be imperative to have the right Project Manager guiding the project forward through communication with the City, keeping tasks on schedule, foreseeing possible hold-ups and coming up with solutions, and being available to answer questions or bring team members together to find the right solution and answer.

Deliverables

- Meeting Agenda and Minutes
- Monthly Invoices with Progress Reports
- Quality Control Program
- Schedule Updates

ERSC's Project Manager will work with the City to schedule a project kickoff meeting. The intent of this meeting will be to introduce both sides of the Team and understand the varying roles of team members. This will allow our team to review any changes in project scope, have questions answered on items that may have been ambiguous in the Proposal preparation, and understand any special requirements the City may request as a part of this project. ERSC believes that early coordination leads to a successful project, and our intent is to be ahead of any issues in order to ensure a smooth project. At the Kickoff meeting, identifying points of contact with each



Project Approach & Work Plan

agency/company will be extremely important to avoid delays later on when trying to reach a party for any issue that may arise. ERSC will want to know individuals’ names and contact information within the various departments at the City where needed information may be obtained.

In addition, ERSC believes continued coordination is important and has included regular monthly and milestone meetings to discuss progress of the project or relevant issues related to the project. These meetings may be held in the field, office or via teleconference, as directed by the City.

Once regular monthly meeting dates are determined, ERSC will prepare meeting agenda, chair the meeting, take minutes, identify future action items, review and update project schedule and circulate meeting minutes for review and concurrence by the Team.

ERSC has prepared a project schedule for inclusion in this proposal package. Staffing personnel and hours are based upon current availability and projections of future workloads. The Project Schedule will be updated after the kick-off meeting taking into consideration all coordination issues presented by the City. If Task deadlines affect ERSC staffing workloads, ERSC commits to adjusting staff workloads to keep this project on track. Should personnel changes be necessitated to accommodate the schedule, ERSC will notify the City and obtain permission prior to making such changes.

QA/QC

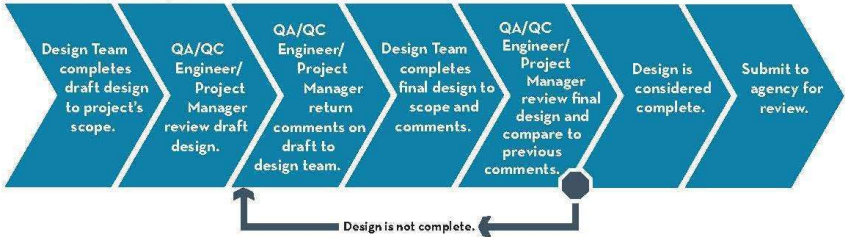
ERSC’s size makes the firm flexible and adaptable to our clients’ preferred methods of project, budget, and schedule management. Summarized below is ERSC’s typical approach to managing the many facets of a successful project that will be in effect for the duration of the project.

Involvement: Part of any successful project at ERSC is a Project Manager tasked with constant involvement, project familiarity, open communication with clients and team members, and participation in major design decisions. All disciplines of the project are kept informed of any changes in design, schedule or other tasks to make sure conflicts do not arise by regularly occurring meetings, and thorough correspondence measures. These basic principles ensure delivery of a complete project that is mindful of overall goals, impacts to the community, and the constructability of the final design.

Budget: The budget for any project is a function of the work plan and tasks within that plan. ERSC approaches a budget the same way we approach a work plan and Fee Schedule. Projects are loaded into our accounting and time tracking program, Deltek Ajera, and broken down by task. Each task is preloaded identically to the work plan and Fee Schedule with the time allotted per billing rate and the total project budget. Any employee working within the project can account for their hours billed to a project, as well as remaining hours available for a task. Accountability and ease of access to this information helps mitigate overruns. ERSC finds that an extra set of eyes watching each facet of a project helps eliminate potential budget problems.

Schedule: Maintaining a schedule can be as simple as ensuring that adequate resources are dedicated to the project. At ERSC, project teams are developed on a project-by-project basis from a pool of engineers and technicians. Regular staff meetings are held to discuss project needs and deadlines for a given period. Staff is maintained or enhanced for projects on an as-needed basis to ensure that project schedules are upheld. Staff assigned to a particular project will always have the necessary experience. It is our goal to maintain continuity within a given project team at all times. ERSC schedules are tied directly to our budget which lends all employees the incentive to remain at or ahead of any project schedule. QA/QC reviews occur throughout the project duration but officially at major milestone submittals.

Quality Control/Quality Assurance: An additional and important facet is the quality of the work submitted. Quality design and calculations which are checked, corrected and back-checked will result in accurate bidding, minimize change orders, and ensure on-schedule completion. QA/QC staff will sign and date all draft and final documents submitted to the City for review. The adjacent flow chart summarizes the ERSC QA/QC process.



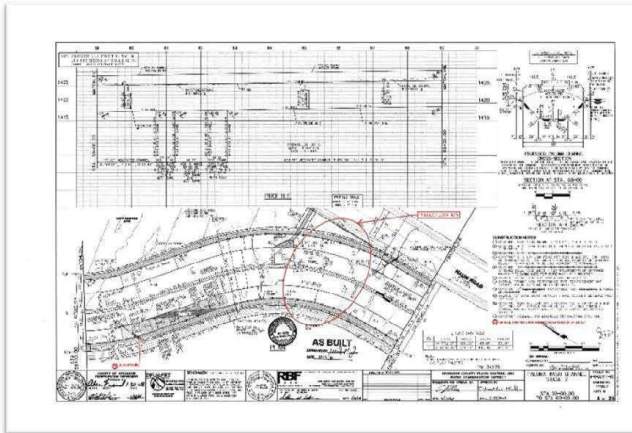


Project Approach & Work Plan

This task will include the management of the project including, but not limited to: invoicing, filing, schedule updates and various administrative tasks.

TASK B – RECONNAISSANCE AND FIELD SURVEYS

ERSC will perform research of all record data available within and around the project boundary, including as-built documents, survey data, utility contact information, and any other available record data. Our team will coordinate with the City to obtain any record drawings for the project area that were not already procured during the RFP period, including, but not limited to: Street Improvements, Drainage Improvements, Signing and Striping, Landscape and any construction drawings associated with the Commercial Developments surrounding the project site. Our team will compare this data with photos take on of the actual site and utilize this data in the design of the project, and will incorporate it into the project drawings for record purposes.



Topographic Survey

ERSC will research available record information pertaining to the project area including Tract Maps, Records of Survey, Parcel Maps, and Right of Way maps in order to prepare the base maps for which the street and sewer design will be based upon.

Deliverables

- Topography in .dwg format - accuracy of +/- 0.1'; and 1" = 20' scale
- Digital Terrain Model (DTM) surface, 1' contours

ERSC will provide ground survey/topography at 25' stations, or closer, of the asphalt path and Paloma Wash within the project limits and extending minimally 50' beyond these limits. All surface features, including grade breaks, edge of pavement, catch basins, manholes, water valves, water meters, fencing, bollards, trees, driveways, striping, curb and gutter TC/FL elevations, etc., within the survey area will be located and labeled. Survey will be obtained in the channel within the limits of the proposed bridge crossing. Toe and top of slope elevations and any existing feature observed will be documented and labeled for inclusion into the base map. ERSC's team will work together prior to performing survey, on creating criteria to identify items that normally are not included in a survey such as broken curb/gutter, raised AC sidewalk due to slope erosion, and overhead utilities. In addition, ERSC will require that additional survey shots are taken at intersecting streets, all existing sidewalk ramps to check for conformance with ADA requirements, anticipated pavement join locations in order to create necessary profiles and ensure smooth join locations, and any sewer and storm drain manholes will be dipped for if deemed necessary for utility clearance issues. All survey will be downloaded and generate one-foot contours, centerlines, right-of-way and any private property lines from record information.

Survey datum will be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (California State Plane Coordinates Zone 6, US foot).

Geotechnical Evaluation and Report

ERSC is partnering with Aragon Geotechnical, Inc. (Aragon) to provide geotechnical engineering services for this project. Aragon has worked on numerous successful projects with ERSC.

Geotechnical Investigation

AGI's role in this project will commence with submittal of a proposed soil boring location map and an encroachment application for review and approval from the City and/or Riverside County Flood Control and Water Conservation District. It appears to AGI that the bikeways are technically under District purview. The encroachment application will include pedestrian traffic control typicals referenced from the Manual on Uniform Traffic Control Devices (MUTCD) or the Work Area Traffic Control Handbook (WATCH). It is assumed with the drilling occurring outside of vehicular traffic area that no Traffic Control Plans will need to be submitted. Should Traffic Control Plans be required, a separate cost will be submitted to the City to prepare such plans. Upon receipt of an approved encroachment permit, AGI will proceed with a field geotechnical investigation featuring 2 vertical soil borings, one centered near each proposed bridge abutment in the existing bike paths. Hole termination depths would be 50 feet below grade, or the top of bedrock, or stated refusal. Exploratory borings anywhere inside the Paloma Wash channel are omitted.



Project Approach & Work Plan

A standard truck mounted hollow-stem auger drill rig will be the fastest tool that will help shorten disruptions to bike/pedestrian traffic. Borings will be located by tape or pace measurements from existing street improvements and aerial image interpolations. Surveyed locations are not proposed. All work is proposed for normal daylight hours. It is expected that the soil borings can be completed in one day. Borings are not currently anticipated in private parcels.

Representative bulk soil samples and ring-lined barrel samples will be recovered from the borings where feasible. Bulk samples will typically be collected from the upper 48 inches of soil subgrade, using either the drill rig or a manual orchard auger to advance the hole depending upon soil density and moisture. The soil borings will be continuously logged by an experienced Engineering Geologist or Civil Engineer. Existing pavement structural sections at drill sites will be measured to the nearest quarter-inch and recorded on the drill logs. The borings will be backfilled with tamped crushed stone and/or soil cuttings and surfaced with cold-patch asphalt (or grout) where needed in accordance with City policies. Subsurface soil samples will be transported to our Riverside laboratory.

1. **Laboratory Testing:** Laboratory tests for recovered samples are preliminarily scheduled to include approximately 15 water content – dry density determinations, 2 maximum density-optimum water content relationships, 4 direct shear tests on native alluvium to assess options for shallow and deep foundations, 2 expansion index tests, and 2 soil corrosivity suite comprising soluble sulfate, soluble chloride, soil pH, and minimum resistivity tests (the suite performed by the Temecula firm of Project X Corrosion Engineers). Some Menifee soils are severely corrosive. The actual laboratory testing will be tailored to the subsoil conditions encountered during the field exploration.
2. **Geotechnical Design Report:** Upon completion of field operations and laboratory soils testing, AGI will prepare a comprehensive written report that will document the investigation findings, conclusions, and opinions. Recommendations for engineered grading, pavement restorations, and foundations will be presented. Seismic design coefficients will be derived per the prime contractor's governing bridge design specification [CBC, Caltrans, or AASHTO]. AGI expects to work cooperatively with the client to analyze and address alternative bridge types or foundation support options. Six bound client copies will include appendices with graphical boring logs, summaries of laboratory test standards and our obtained results, and exhibits depicting surface geology and soil boring locations.

It is assumed that the encroachment permit will be issued promptly by the governing agency for work inside the Flood Control District right-of-way, at no cost to AGI (see assumptions under Task E – Permitting). As AGI lacks control over the granting of encroachment permits, rig scheduling, rig availability, or utility interference issues, our pledge would be to issue deliverables within a time frame of 5 weeks after NTP or 3 weeks from the date of field exploration, whichever is later. An electronic draft version of the geotechnical design report can be made available for ERSC and City Engineer reviews and comments before finalizing hard-copy versions.

Deliverables

- Geotechnical Exploration Report, including appendices with graphical boring logs, summaries of laboratory tests and map of core locations – 6 Bound Copies

TASK C – ENVIRONMENTAL EFFORTS

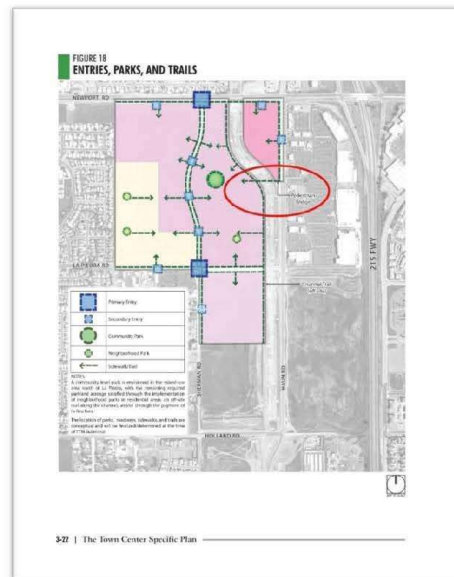
This task will be supported through the professional efforts of Wood Environmental & Infrastructure Solutions, Inc. (Wood). The RFP identifies that this project is included in the Menifee Town Center Specific Plan Environmental Impact Report, and thus the City will prepare and file the Notice of Determination. Burrowing Owl Surveys and MSHCP Analysis are being requested in the Environmental Consultant.

Task C.1 - Protocol-Level Burrowing Owl Survey

Original BUOW surveys were conducted by LSA in May of 2006. Due to the time that has lapsed since these surveys were completed, they are considered outdated and need to be repeated. Under this task, Wood will perform focused burrowing owl (BUOW) surveys in accordance with the methodology described in the MSHCP protocol and will be augmented based on the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game [now CDFW], March 7, 2012). The protocol-level focused BUOW surveys will include a survey for suitable BUOW burrows on the site followed by a focused BUOW survey as further described below.

Focused Burrow Surveys

Wood will conduct a focused BUOW burrow survey that includes natural burrows and/or suitable man-made structures. A systematic survey for burrows including BUOW sign will be conducted by walking through





Project Approach & Work Plan

suitable habitat over the entire survey area (i.e., the project site and within 150 meters). Pedestrian survey transects will be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines will be no more than 20 meters (approximately 67 ft.) and will be reduced to account for differences in terrain, vegetation density, and ground surface visibility. The location of all suitable BUOW habitat, potential owl burrows, BUOW sign, and any BUOW observed will be recorded and mapped, including GPS coordinates.

Focused Burrowing Owl Survey

Wood will perform focused BUOW surveys on four separate days during the breeding season. Although not required, it is highly recommended by the Western Riverside County Regional Conservation Authority (RCA) that the CDFW 2012 staff report be followed, if feasible. At least one of the site visits will be between 15 February and 15 April, and a minimum of three survey visits, at least three weeks apart, between 15 April and 15 July, with at least one visit after 15 June. Surveys will be conducted between morning civil twilight and 10:00 am and/or from two hours before sunset until evening civil twilight. If practicable, the first survey will be conducted concurrent with the focused burrow survey. Upon arrival at the survey area and prior to initiating the walking surveys, Wood biologists will scan all suitable habitat, location of mapped burrows, owl sign, and owls, including perch locations to ascertain owl presence the site using binoculars and/or spotting scopes. A survey for owls and owl sign will then be conducted by walking through suitable habitat over the entire project site and within the adjacent 150 m (approx. 500 feet). These "pedestrian surveys" will follow transects (i.e., survey transects that are spaced to allow 100% visual coverage of the ground surface). The distance between transect center lines will be no more than 20 meters and will be reduced to account for differences in terrain, vegetation density, and ground surface visibility.

If access is not obtained for the surrounding site vicinity, then the area adjacent to the project site will also be surveyed using binoculars and/or spotting scopes to determine if owls are present in areas adjacent to project site. This 150-meter buffer zone is included to fully characterize the population. If the site is determined not to be occupied, no further surveys are required until 30 days prior to project initiation.

If burrowing owls are present during the protocol-level surveys, a habitat loss mitigation and relocation program will be necessary (included as Task C.2 below). This proposal includes costs for a BUOW pre-construction survey (typically required within 30-days of construction) but does not include active/passive BUOW relocation. If this additional task is necessary based on the above-mentioned survey work, a change order will be prepared, but is not anticipated at this time.

Burrowing Owl Survey Report

Results of the burrowing owl surveys including the methodology transect width, duration, conditions, and findings will be incorporated into a summary report. A draft copy of the report will be provided for ERSC to review. Following one round of review, Wood will make necessary changes and prepare a final report. Appropriate maps showing burrow and BUOW locations will be included.

Task C.2 - Burrowing Owl Habitat Loss Mitigation and Relocation Program (Optional Task to be Prepared During Construction Phase)

The Burrowing Owl Habitat Loss Mitigation and Relocation Program is considered an optional task and will only be prepared for the Construction Phase if BUOW are identified within the project footprint during the protocol-level survey. A cost for this Program will be submitted to the City prior to Construction commencing. The purpose of the BUOW mitigation and relocation program is to ensure that avoidance and minimization measures are identified and implemented prior to and during construction activities to reduce adverse effects of the project on BUOW. If required, this document establishes guidelines for the active/passive relocation of BUOW and identifies the standard mitigation requirements if burrowing owl are present.

Task C.3 - MSCHP Consistency Analysis and Report

Site reconnaissance was completed by LSA in 2006 and by CAJA in 2010 as part of the Town Center Specific Plan environmental review. Since those surveys are considered outdated, Wood will perform an updated literature review for the project site to determine if any new sensitive biological resources have been reported in the vicinity of the project site. We will review previous biological reports prepared for the project, recent aerial photographs, and other pertinent documents from the Wood library and project files (e.g., other biological surveys from the general vicinity). We will also review the CDFW's California Natural Diversity Database, California Native Plant Society's (CNPS) Rare and Endangered Vascular Plants of California, United States Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPAC) and other readily available biological information.

A field reconnaissance survey and general habitat evaluation will be conducted at the project site. Our biologists will evaluate the suitability of existing habitat to support special-status species on the site (including narrow endemic plants and burrowing owl). The type(s) of vegetation will be characterized, and dominant plants identified. Human disturbance levels will also be characterized. Field notes will include any wildlife species observed or detected on-site and in immediately adjacent areas.

Wood will prepare a biological resources report summarizing the results of our literature review, biological field reconnaissance and findings which will include a consistency analysis with the MSHCP requirements. The report will describe the survey methods employed,



Project Approach & Work Plan

present the results of the fieldwork, assess the potential for additional sensitive resources to occur, identify regulatory issues related to the resources, and recommend potential mitigation measures. A draft report will be provided for review by ERSC. Following this review, Wood will make any requested changes and prepare a final report. We have included time for one report revision in our cost estimate and we will provide electronic copies of the final report.

Task C.4 - Riverside County Transportation Commission Forms

Wood will work with the project team and assist in submitting all required forms to Riverside County Transportation Commission (RCTC). This task include effort to prepare the forms, obtain information from the project team to ensure all forms are completed and submitting the form electronically to RCTC. Wood will also follow-up with RCTC to ensure that all forms were received and will follow-up with one-round of changes, if requested by RCTC.

ASSUMPTIONS - The following general assumptions are made relative to Task C scope and cost:

- No special status surveys will be needed other than what has been detailed above (BUOW).
- This scope does not include efforts to coordinate permits or regulatory correspondence or meetings with regulatory staff other than what has been specified above.
- The cost assumes that electronic copies of the draft and final reports will be provided by Wood.
- Wood reserves the right to transfer costs between tasks.
- There is a discussion in the EIR regarding the need for regulatory agency permits associated with impacts to Paloma Wash. This was not required in the RFP but should be noted as a potential issue regarding regulatory agency permitting. RCFC identified Paloma Wash as non-jurisdictional water of the US by the United States Army Corps of Engineers (USACE). However, USACE, Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Wildlife (CDFW) have the final determination of their jurisdictional limits, additional regulatory permitting assistance may be required, but is not covered under this scope of work.

Deliverables

- Burrowing Owl Survey Report
- Burrowing Owl Habitat Loss Mitigation and Relocation Program (if required)
- MSHCP Consistency Analysis and Report

TASK D – UTILITY COORDINATION

ERSC will perform utility research by obtaining all utility information within the project limits. All utility notices will include a vicinity map and will be prepared on City letter head for delivery to the City for the City Engineer's signature and mailing. Correspondence will be documented and filed in the project files. Record maps will be used to show horizontal and vertical locations of all utilities on the plans.

ERSC will provide further field investigations to locate, identify, verify locations, and determine the status of existing utilities. In addition, our team will obtain and review all applicable base map plans, atlas maps, substructure maps, specifications, reports, and record data for all existing utilities, agencies, and companies involved in the project area. All utility research shall be incorporated into the plan and applicable details as part of a comprehensive construction plan.

ERSC will work with SCE to determine point(s) of connection of power source for the bridge lighting. ERSC will prepare and coordinate with the City for submittal of the necessary SCE applications as early in the design process as possible since experience has shown that processing applications with SCE may be a lengthy process. Necessary plans and load calculations will be provided by either ERSC or lighting sub-consultant.

It is assumed that no potholing will be required to determine subsurface utility information. Should he need arise, ERSC will contact minimally three potholing companies to obtain estimates for the work. Costs associated with the pothole exploration and reporting, and ERSC's preparation of a pothole map will be presented to the City for acceptance of extra work and agree to a cost, prior to commencing this work.

Deliverables

- Copies of all correspondence/notices with affected utility agencies
- Copies of maps & record data provided from the affected utility agencies.
- Copies of correspondence regarding utility relocations (if any).
- Matrix of Utility Company Notices and Responses
- Correspondence regarding any potential conflicts between as-builts and existing conditions

TASK E – PERMITTING

Riverside County Flood Control & Water Conservation District (RCFC) Permitting

Encroachment Permit

ERSC has experience working with RCFC to perform work within their right of way and the requirements of their permitting process.



Project Approach & Work Plan

ERSC is currently working on a project within RCFC right of way and has processed applications for Access Permits for surveying work and Geotechnical marking to be performed; processed an Encroachment Permit application for Geotechnical drilling operations; and Encroachment Permit for construction work within channels owned and maintained by RCFC. It is safe to assume this project will require the same Access Permits and Encroachment Permits.

RCFC's Encroachment Permit Application requests 90% complete constructions drawings submitted with the application. ERSC does not believe in waiting until the project is 90% complete before making contact with RCFC. Early communication with RCFC will be made with the appropriate division to alert them of the pending project and request for any special design considerations will be made. Regular communication with the division personnel will be made. The complete application package for an encroachment permit includes: a completed and signed application, fee deposit, two (2) sets of 90% complete plans (one hard copy, one digital copy), the Lead Agency approved and filed CEQA documents and MSHCP compliance, hydraulic calculations and digital copies of copies of required regulatory permits. ERSC will assist the City in preparing the application package and inclusion of the items ERSC is proposing as part of their scope of work, including tasks of sub-consultants; and will assist in subsequent processing through RCFC to approval of the Permit.

Assumptions

- The City of Menifee will provide application fee deposit and all additional permitting fees; or agrees to reimburse ERSC for these direct costs if payment is made by ERSC.

ENCROACHMENT PERMIT CHECKLIST

Applicant Name: _____
Address: _____

Circle Number:

NOTE: Includes digital copy of all items submitted and one (1) full set not in noted below.

1. _____ Completed and signed Application Form
2. _____ Check on Money Order received for the appropriate deposit
3. _____ 90% plans for the proposed work (one (1) hard copy set)
4. _____ Letter of other drawings clearly marked to show the proposed work (one (1) hard copy set)
5. _____ Copy of the Lead Agency's approved and filed CEQA documents (SHEETS, 40087)
6. _____ Proof of compliance with the Western Riverside MSHCP if proposed work is within the MSHCP boundary
7. _____ Proof of NPDES Compliance (include Section 7 of the encroachment permit application sheet for compliance requirements)
8. _____ Hydrology and Hydraulic Calculations for a stream reach, connection, bridge or culvert crossing (one (1) hard copy set)

Required Permits (if applicable):

9. _____ Successful Application Agreement from the California Department of Fish and Wildlife
10. _____ Section 106 Authorization from the U.S. Army Corps of Engineers
11. _____ Section 401 Water Quality Certification from the appropriate Regional Water Quality Control Board

Encroachment Permit for the Removal of Excess Material:

12. _____ Soil Conservation Plan
13. _____ Sedimentation Pollution Prevention Plan

Deliverables

- 90% Plans of proposed work
- RCFC As-Built plans marked up to show proposed work
- Proof of compliance with Western Riverside MSHCP
- Proof of NPDES Compliance
- Hydrology and Hydraulic Calculations (if necessary)

TASK F – CONSTRUCTION DOCUMENTS

ERSC will begin preparation of the 30% or Concept Plans. This phase of plan preparation will include the Project Limits which will be identified on the Title Sheet for plan layout. Base maps will include all existing centerline, right of way lines, easements, all above ground and below grade utilities, curb, gutter, sidewalk, trees and any other surface features will be identified. On this base map the proposed improvements will be incorporated in Concept form. Necessary information will be shown in order for the City to understand the extent of work and make comment. Propose limits of grading, anticipated bridge abutment locations, joint elevations for the bike path and beginning concepts of bridge design along with landscape concepts will be included in the 30% review.

Pedestrian Bridge Design Selection

ERSC is fortunate to partner with STK Architecture, Inc. (STK) on this project. There is a long history of the two professional firms working together. It is understood the City prefers a prefabricated steel-truss bridge. STK's approach for a successful project is close communication with the City - listening and understanding their desires, and finally incorporating these with STK's goals and objectives into the selection of a bridge design that not only blends with the surrounding features but also stands out as a design element of note.

The process STK will engage, follows:

- Research the Project: Information obtained from client and user interviews, literature, analysis of existing projects, expert consultants, observations, and cost estimating services.
- Establish Goals and Objectives: Working with the Client, solicit and suggest goal statements that will guide the remainder of the programming process.
- Gather Relevant Information: Based upon goals, determine categories of relevant information.
- Identify Strategies: Each of the goals and objectives identified above will have a specific strategy for addressing that goal.
- Determine Quantitative Requirements: Reconcile the available budget with the amount of improvements desired within the project time frame.
- Summarize the Program: Write summary statements defining the results of the programming effort. Once a verified program is approved by the client, the information is integrated into the design process.

These goals and objectives will be presented in the scope of work as follows:

Programming and Pre-Design

- Client Meetings (one meeting to establish the Program requirements)
- Coordinate with team
- Investigate/ research



Project Approach & Work Plan

- Research and characterize existing site
- Available utilities
- Operational requirements
- Work with staff who will provide space and programming information and parameters.
- Program
- Refine purpose, function and scope Based on input, describe the following:
 - Physical requirements
 - Ambiance
 - Aesthetic Character
 - Establish and define specific solutions

Specifications and Engineering

A and E Design and Document Services:

- Architectural, Structural, Mechanical, Electrical, Plumbing Design
- Engineering and support services
- Civil and Landscape as necessary for site adaptation
- FF&E Support
- Approvals and permits
- Plan check
- Presentations
- Cost Analysis

Administrative Services

- Project Management
- Coordination

Progress Presentations

- Rendered Revit Model
- Video walk-through/fly-by
- Lighting Review
- Rendered Vignettes
- 3D Studies

Progress presentations evolve naturally out of the charrettes and information gathering that take place during the programming process. The videos are preliminary, informal and quickly produced, as necessary, to convey information.

Presentations to Committees and Boards

- Presentation Boards
- Video Presentations
- 3D Model

Formal presentations reflect concepts and parameters that were previously approved by the client. The possibility of some change still exists after this level of presentation.

Presentations to The Community, Council and Commissions

- Refined Presentation
- Refined Video Presentations
- Refined 3D Model

Final presentations reveal to the community and larger user groups the final solution to the design problem and document the project for marketing and posterity

STK will work with the selected bridge manufacturer to prepare plans, specifications and costs for the selected bridge. Included will be all necessary plans and specifications for construction. STK will work with the ERSC's structural engineer on coordination of bridge connections with abutment design.

Deliverables

- Three (3) Bridge Alternatives featuring Architectural Renderings (day and night)
- Cost Estimates for each Alternative

Electrical Plans

STC Traffic Inc. (STC) will prepare lighting plans for the Paloma Wash Pedestrian Bridge. During the 30% Concept Plan phase, STC will conduct photometric analysis using AGI32 software for each of the three alternative architectural renderings. STC will overlay

- 11 -



Project Approach & Work Plan

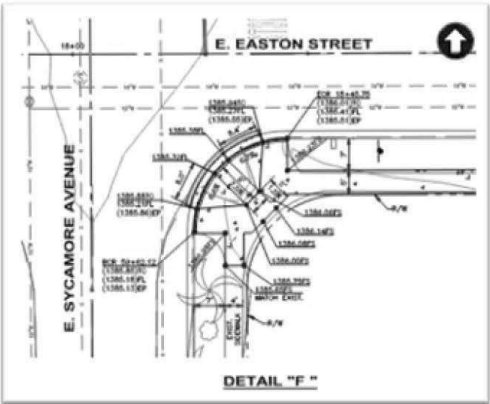
During the 60% phase ERSC will work with the City of Menifee to obtain a recent sample of project bid documents, including specifications. It is understood the City uses the “Greenbook” for its general specifications. ERSC is very familiar with these specifications. ERSC will prepare Specifications in conformance with the City of Menifee Standards, Caltrans Standards, Riverside County Flood Control & Water Conservation District Standards and the requirements of the California Manual of Uniform Traffic Control Devices. This document will be prepared in Word format. A cost estimate with proposed bid items/quantities will be provided with the submittal, which will be prepared in Excel format. In addition, a Critical Path Method (CPM) schedule will be prepared based upon the estimated number of working days anticipated at this level of progress.

- Deliverables**
- Full size sets of plans on bond paper – three copies
 - Special Provisions on 8 1/2" x 11" paper – three copies
 - Cost Estimate - updated
 - CPM Schedule - updated

Pedestrian Path Design Plans

Using data collected in the previous tasks, ERSC’s team will create base sheets for the plans. It is anticipated that all to scale plans will be prepared at a 1" = 20' scale, unless larger scale is necessary to provide clarity. The Pedestrian Path Plans will be prepared with plan and profile for its entire length. It is anticipated that proposed and existing centerline and edge of pavement profiles will be shown along the entire length of the project. A grading plan will clearly identify the grading within the Wash once abutments are constructed, topographic challenges, grading limits, and any other geotechnical requirements. Earthwork quantities will be provided.

ERSC has been involved in several street related plans where ADA paths of travel and ramps are required to be designed with extensive detail. On this project, all paths of travel and ADA ramps will be shown and detailed at a 1" = 10' scale. Clearance and ramp dimensions, slopes, along with spot elevations to confirm slopes, will be provide. Details will follow City Standard Plan No. 405 and 406 as much as possible except where current conditions do not allow and then modification recommendations will be presented to the City for their concurrence.



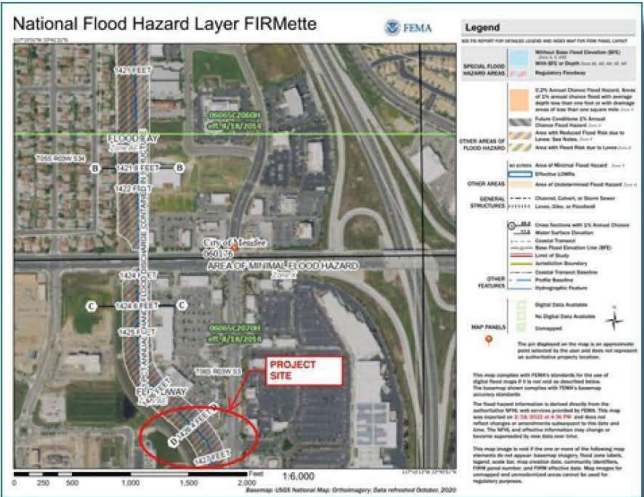
Bridge Abutment Design

Based upon the type of bridge selected and approval of the GAD, ERSC will notify AGI to commence with their work. Past experience working with Geotechnical firms has provided knowledge that the Geotech prefers to wait a bit to perform their field work so they understand the purpose of the project and may tailor their analysis, if needed, to help the design team with information needed in design.

Based upon the soil characteristics and the size and weight of the selected bridge, ERSC will perform preliminary structural design and seismic analysis in accordance with Caltrans bridge design standards. Should any design challenges arise, the City will be notified immediately for resolution. ERSC will be looking at constructability-related items, staged construction, foundation design, cost estimates for alternatives, etc. Following the City’s concurrence with the abutment preliminary design, final calculations and design will be made and incorporated into a Bridge Report.

Hydrology/Hydraulic Analysis

ERSC will perform a hydraulic analysis of the entire reach of this project for the 100-year storm event, from the north limit of Newport Road to the southerly limit of La Piedra Road. Our team will perform hydraulic backwater model analysis using HEC-RAS (U.S. Army Corps of Engineers) Computer Program for





Project Approach & Work Plan

Paloma Wash, to confirm that no changes result to the Water Surface elevation and it will be anticipated that a No Rise Certification will be issued by the City with ERSC's supporting calculations.

ERSC has communicated with the RCFC Flood Plain Division to confirm this Wash is not under the jurisdiction of the Army Corp of Engineers, and thus permitting will not be required through this Agency. ERSC has determined that the project reach is within Zone AE as noted in the Flood Insurance Rate Map (FIRM) Map Number 06065C2070H, dated August 18, 2014, with Base Flood Elevations as shown on the map.

The scope of work will include HEC-RAS hydraulic analysis of the Paloma Wash under existing conditions to determine and confirm the 100-year flood elevation on the FIRM Map. Datums will be compared and confirmed to make sure the water surface elevation is appropriate to the site conditions. Once the abutments and grading of the channel are designed, new sections will be cut at the appropriate upstream and downstream locations and the HEC-RAS will be run with these sections in place. It is anticipated the 100-year water surface will remain the same and thus the low chord elevation of the bridge will be set, allowing for final plans to be prepared.

ERSC's team will prepare a HEC-RAS hydraulic and scour analysis within Paloma Wash including the proposed bridge which will consist of: Contruction scour, long term scour, and Abutment scour through the bridge opening. Our team will prepare the necessary studies, plans, and investigation as required to obtain a waterway permit for the new structure. This task will include coordination with RCFC.

Potholing (if needed)

At this phase of the construction drawings, design will be far enough along to determine if Potholing is necessary to determine horizontal and/or vertical location and elevation of existing utilities. This may be required to confirm if crossings with new utilities, such as a new storm drain line, are impacted or location of new improvements conflict with existing structures such as the installation of the new traffic signal poles. The cost proposal indicates a lump sum pothole cost as the number of potholes needed is unknown at this time. ERSC will prepare a pothole map to be supplied to the Pothole companies proposing their services.

Deliverables

- Pothole Map and Report

90% Submittal of PS&E

ERSC will incorporate the City's comments from the 60% Submittal into the 90% design phase. During this phase, our Team will advance the plans and upon completion of the 90% submittal, a "substantially complete" set of plans will be produced. These plans will also be submitted to RDRC as a requirement of the Encroachment Permit.

Deliverables

- Full size sets of plans on bond paper – three copies
- Special Provisions on 8 1/2" x 11" paper – three copies
- Cost Estimate
- CPM Schedule

Storm Water Pollution Prevention Plan

The project limits are anticipated to be under one acre of disturbed area, therefore a SWPPP is not anticipated for this project. Should the City desire to have one prepared, ERSC will prepare a Scope of Work and associated costs.

Post Development WQMP

ERSC will prepare a WQMP for this project following the Low Impact Development: Guidance and Standards for Transportation Projects template. ERSC will fill out the various sections of the template with concurrence from the City on Project Category, feasibility on potentially applicable LID BMPs, recommend source control BMPs, and provide sizing calculations. The agreed upon BMPs will be incorporated into the construction plans.

Deliverables

- Preliminary WQMP
- Final WQMP

100%/Final PS & E Preparation and Submittal

ERSC will incorporate the 90% plan check comments and advance the plans, specifications and estimate to the 100% design level. This submittal shall be bid ready; and no major changes shall be identified at this time. All quantities will be updated along with the Engineer's Estimate.

Deliverables

- One set 24" x 36" signed final Mylar Plans (stamped and signed by registered CE)
- Two sets of Final Quantity Calculations (stamped and signed by registered CE)
- Two sets of final special provisions (stamped and signed by registered CE)
- Electronic copy of final plans (pdf and Autocad), and special provisions (Word)
- One copy of RE File and electronic copy (pdf)
- Two sets final Cost Estimate
- One copy of independent design check



Project Approach & Work Plan

TASK G – CONSTRUCTION BIDDING PHASE

(This task was not identified in the RFP but was included under services in the Project Description. It may be eliminated if the City does not wish for it to be included in the Scope of Work)

Our Project Manager and key personnel shall attend Pre-Bid Construction Meetings and other office and field meetings necessary to clarify any design questions raised and found from the plans prior to construction beginning on the project. ERSC will work closely with City staff to respond to all bid inquiries and questions relating to the plans and specifications during the bid period. Should addenda be required, our team will assist the City with their preparation. All written responses to Contractor inquiries will be provided within two (2) working days of receipt of the Contractor's request. Along with this support, we will also be available to attend the

Deliverables

- Written responses to all inquiries and questions within two (2) working days
- Preparation and assist in Bid Addenda

bid opening. If requested, our staff will conduct a review of the bids and supporting documentation to confirm the lowest responsive and responsible bidder. Once this review is complete, we will make a recommendation and assist the City with the acceptance of and award, or if a rebid of the project if determined necessary.

TASK H – CONSTRUCTION SUPPORT PHASE

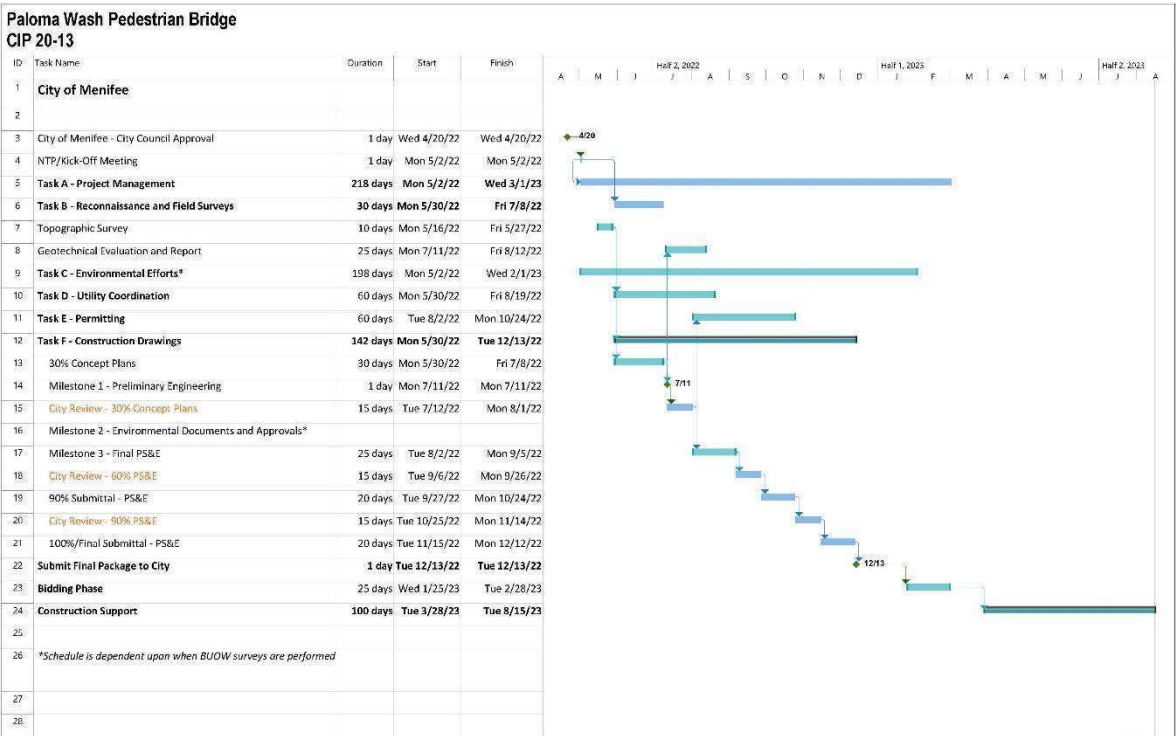
(This task was not identified in the RFP but was included under services in the Project Description. It may be eliminated if the City does not wish for it to be included in the Scope of Work)

ERSC's Project Manager and key personnel will provide review of shop drawings and materials/product submittals for conformance with the plans and specifications prior to and during construction. In addition, our staff will be available to review and respond to Contractor's Requests for Information (RFI's), review any change orders (CO's), and provide clarification of design intent when necessary. ERSC will also assist in the preparation of addenda and any plan revisions due to construction changes.

Within thirty (30) days following the completion and acceptance of the Project, ERSC will furnish a complete set of As-Builts on Bond paper to the City. Revisions will be solely based upon as-built information provided to the City and ERSC by the City's Construction Manager and the Contractor. Upon approval of bond copy of plans by the City, ERSC will plot the As-Builts on Mylar for submittal to the City for their records.

Deliverables

- Review and written approval of materials/product submittals
- Written responses to RFI's and CO's
- Preparation of addenda
- Final "as-built" drawings reflecting construction changes ("D" size on Mylar, plus electronic copy in Autocad and .pdf format)





FEE PROPOSAL
Professional Design Services, City of Menifee CIP 20-13:
Paloma Wash Pedestrian Bridge Project

Submitted: March 2, 2022





1861 W. Redlands Blvd. | Redlands, CA 92373
(909) 890-1255 | info@erscinc.com | www.erscinc.com

Office Responsible for Project:
1861 W. Redlands Blvd.
Redlands, CA 92373
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
Lori Askew
Project Manager
(909) 890-1255 x110
laskew@erscinc.com

March 2, 2022

City of Menifee - Finance Department (Purchasing)
Andy Ortiz, Contract & Purchasing Specialist
29844 Haun Road
Menifee, CA 92586

RE: Fee Proposal - Professional Design Services, City of Menifee CIP 20-13: Paloma Wash Pedestrian Bridge Project

Dear Mr. Ortiz,

Engineering Resources of Southern California (ERSC) is committed to addressing the needs of our clients in a manner that is responsive, budget-conscious, focused, and technically sound. In response to the City's Request for Proposal, ERSC hereby submits our fee schedule for Proposal to Provide Professional Design Services for CIP 20-13: Paloma Wash Pedestrian Bridge Project.

ERSC's services are based on the enclosed Fee Schedule of Hourly Billing Rates. The rates will remain the same throughout the PSA agreement.

We look forward to the possibility of working with the City of Menifee and thank you for the opportunity to submit a proposal. If you have any questions, or require additional information, please contact me at matt@erscinc.com or (909) 890-1255, ext. 103. I am authorized to bind the firm in a potential agreement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'John M. Brudin', is written over a light blue horizontal line.

John M. Brudin, PE
President



Engineering Resources of Southern California, Inc. | Schedule of Rates

Professional Staff

President.....	\$265.00
Vice President	\$225.00
Sr. Principal Engineer	\$220.00
Principal Engineer.....	\$200.00
Assistant Principal Engineer	\$185.00
Engineer V.....	\$170.00
Engineer IV.....	\$155.00
Engineer III	\$140.00
Engineer II	\$120.00
Engineer I	\$105.00

Engineering Staff

Principal Engineering Associate.....	\$190.00
Senior Engineering Associate	\$165.00
Engineering Associate V	\$145.00
Engineering Associate IV	\$125.00
Engineering Associate III.....	\$115.00
Engineering Associate II.....	\$104.00
Engineering Associate I.....	\$100.00
Engineering Aide II	\$55.00
Engineering Aide I	\$50.00

Survey Staff and Services

Principal Surveyor.....	\$190.00
Senior Surveyor	\$155.00
Surveyor III	\$120.00
Surveyor II	\$100.00
Surveyor I	\$90.00
2-Man Survey Crew (Std Equipment/Truck)	\$290.00
1-Man Survey Crew (Std Equipment/Truck)	\$220.00
3rd Man on Survey Crew.....	\$120.00

Construction Support Staff

Construction Manager.....	\$185.00
Chief Construction Inspector	\$145.00
Sr. Construction Inspector	\$135.00
Construction Inspector	\$125.00
Inspector Overtime (Hours 8-12/Saturdays)	\$175.00
Inspector Overtime (Hours 12+/Sundays).....	\$205.00

Administrative Staff

Operations Specialist.....	\$90.00
Administrative Assistant II	\$80.00
Administrative Assistant I	\$71.00

Other Direct Expenses

Vehicle Mileage	\$0.70/Mile
Subconsultant.....	Cost + 20%
Reimbursable Expenses/Charges	Cost + 15%
Forensic Analysis	Standard Rate X 2
Expert Witness	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).

January 1, 2022



Appendices





ATTACHMENT B.1: ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, John M. Brudin, PE (Print Name), the
President (President; Secretary; Owner or Representative) of the
Engineering Resources of Southern California, Inc. (Company Name or Corporation, or
Owner), certify that the Insurance Requirements set forth in Attachment B and the Proposed
Agreement have been read and understood that our insurance company(ies)
Travelers Property Casualty Company of America (Name(s) of insurance company(ies)) (is/are) able to
provide the coverages specified.

A handwritten signature in blue ink, appearing to be 'J. Brudin', is written over a horizontal line.

Signature of President, Secretary, Partner, Owner or Representative

March 2, 2022

Date



ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Meniffee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
- (2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

John M. Brudin, PE, President

Printed Name and Title

Signature

Engineering Resources of Southern California, Inc. (909) 890-1255

Name of Firm/Company/Corporation

Telephone Number

1861 W. Redlands Blvd.

Street Address

Redlands, CA 92373

City, State, Zip

info@erscinc.com

Email Address

March 2, 2022

Date



ATTACHMENT D: PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. State "NONE," if none. Use additional sheets as necessary.

None

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. State "NONE," if none. Use additional sheets as necessary.

None



LITIGATION HISTORY:

Check One:

- ☒ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Engineering Resources of Southern California, Inc.

SIGNATURE: 

NAME: John M. Brudin, PE

TITLE: President

DATE: March 2, 2022

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure tualification of your proposal.