

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### CIP 22-04 BAILEY PARK BLVD PROJECT (ARCHITECTURAL AND ENGINEERING SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **NV5, Inc.**, a California C-Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

#### SECTION 1. SERVICES.

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

1.1 Term of Services. The Parties previously entered into a Professional Services Agreement dated February 16, 2022, for a term of February 16, 2022, through December 31, 2023, for the Services also contemplated herein. Then executed an amendment to extend the term to February 29, 2024. That agreement was erroneously allowed to expire. The Parties continued operating as if that agreement continued in effect into 2024. The provisions of that agreement are substantially similar to the provisions of this Agreement. The Parties therefore acknowledge and agree that the term of this Agreement began on **March 1, 2024** and shall end on **June 30, 2025** 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 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 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 applicable 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 **Sixty Six Thousand Nine Hundred Eighty Three Dollars and Twenty Seven Cents (\$66,983.27)** 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 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) 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 or equipment 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 listed 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. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

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:

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

(ii) 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 in writing by City.

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

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

(ii) 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.

(iii) 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.

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

#### 4.4 All Policies Requirements.

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

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

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

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, as that term is defined in Civil Code Section 2782.8, 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. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

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. 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 Subsection 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 is or any of its officers, employees, or agents are 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. 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 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. 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.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as

defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant's failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims 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 Labor Code Sections 1726 and 1781, 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, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants 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, and perform the Services. Consultant represents, warrants, and covenants 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, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of

Economic Interest” with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City’s annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

## **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 Subsection 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 Subsection 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 laws of the State of California shall govern 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. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not

constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Carmen Kasner** ("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, **Jenny McConville, Management Analyst** ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

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

NV5, Inc.  
Attn: Carmen Kasner  
15092 Avenue of Science, Suite 200  
San Diego, CA 92128

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

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Jenny McConville, Management Analyst

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. 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**

\_\_\_\_\_  
Armando Villa, City Manager

\_\_\_\_\_  
Jeffrey M. Cooper, COO

Attest:

\_\_\_\_\_  
Stephnie Roseen, Acting City Clerk

\_\_\_\_\_  
MaryJo O'Brien, CAO/Secretary

Approved as to Form:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if  
Consultant is a corporation, unless provided  
with a certificate of secretary in-lieu]

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include **CIP 22-04 BAILEY PARK BLVD PROJECT (ARCHITECTURAL AND ENGINEERING SERVICES)** services in the amount not to exceed **Sixty Six Thousand Nine Hundred Eighty Three Dollars and Twenty Seven Cents (\$66,983.27)** as further detailed in the following page(s). For the avoidance of doubt, the Services and compensation therefore are reflected in the column in the table below labelled “Remaining Contract.” Compensation labelled “Billed To Date” has already been paid to Consultant under the previous agreement between the Parties, and shall not be repaid hereunder.

EXHIBIT A.

Bailey Park Blvd | City of Menifee  
 NV5 Project No. 227522-0001406.01

Task Description	Billed to Date Thru 2.29.24	Rev. Contract Amount	Remaining Contract
A. Project Administration	25,400.00	23,050.00	(2,350.00)
B. Data Collection	17,440.60	20,276.00	2,835.40
C. Geotechnical Study/Report	18,151.50	18,985.00	833.50
D. Hydrology   Hydraulic Study	18,107.50	29,600.00	11,492.50
E. Environmental Research   Document Preparation	42,949.63	50,310.00	7,360.37
F. Construction Documents	-	17,005.00	17,005.00
01F65 - 65% PS&E Preparation and Submittal	48,035.00	41,795.00	(6,240.00)
01G100 - 100% PS&E Preparation and Submittal	36,145.75	29,505.00	(6,640.75)
05FM - Final Mylars Preparation, Submittal & Approval	6,900.00	34,295.00	27,395.00
H. Construction Support Services (Optional)	-	-	-
10 - Direct Costs	-	7,859.00	7,859.00
<b>Subtotal</b>	<b>213,129.98</b>	<b>272,680.00</b>	<b>59,550.02</b>
<b>Amendment No. 1</b>			
11A - Supplemental Survey	3,888.00	8,095.00	4,207.00
11B - Sewer Study	13,098.75	16,325.00	3,226.25
<b>Subtotal</b>	<b>16,986.75</b>	<b>24,420.00</b>	<b>7,433.25</b>
<b>Total Fee</b>	<b>230,116.73</b>	<b>297,100.00</b>	<b>66,983.27</b>





### 3. DETAILED WORK PLAN & TENTATIVE PROJECT SCHEDULE

#### PROJECT UNDERSTANDING

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

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



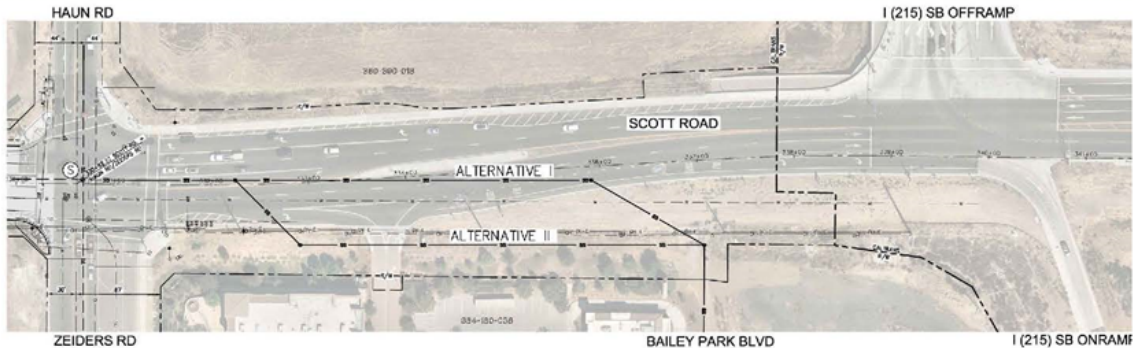
Based on current and anticipated future development, the City requires that Bailey Park Boulevard to be designed and constructed per the Industrial Collector classification requirements, as shown on City's Standard Plan No. 112. This roadway classification has seventy-eight feet (78-feet) of public right-of-way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

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

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

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

### 3. DETAILED WORK PLAN



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

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

#### WORK PLAN APPROACH

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

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

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

#### A. PROJECT ADMINISTRATION, MEETINGS, AND COORDINATION

##### Task 1 Project Management and Coordination

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

##### Task 2 Meetings

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



### 3. DETAILED WORK PLAN

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

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

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

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

#### B. DATA COLLECTION

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

##### Task 1 Project Setup and Research

- 1.1 Project Set up
- 1.2 Performing map research

##### Task 2 Field Survey

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

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

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

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

The survey;

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

### 3. DETAILED WORK PLAN

#### Task 3 Data Processing and Preparation of Topographic Base Map

##### 3.1 Data Processing and Drafting

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

##### 3.2 ROW and Boundary

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

##### 3.3 Topographic Drafting

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

#### Task 4 Utility Research

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



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

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

### C. GEOTECHNICAL STUDY/REPORT

#### Task 1 Research and Site Reconnaissance

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

#### Task 2 Field Exploration

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

### 3. DETAILED WORK PLAN

#### Task 3 Laboratory Testing

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

#### Task 4 Preparation of Geotechnical Report

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

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

#### Task 5 Response to Comments, Final Report

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

### D. HYDROLOGY /HYDRAULIC STUDY

#### Task 1 Hydrology Study

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

#### Task 2 Hydraulic Study

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

### E. ENVIRONMENTAL RESEARCH AND DOCUMENT PREPARATION

#### Task 1 CEQA Initial Study Development

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

#### Task 2 Technical Review and Project Coordination.

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

#### Task 3 Environmental Technical Studies

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



### 3. DETAILED WORK PLAN

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

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

#### F. CONSTRUCTION DOCUMENTS

##### 65% PS&E Preparation and Submittal

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

##### Task 1 Design Drawings

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

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

##### Task 2 Draft Outline for Technical Specifications

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

### 3. DETAILED WORK PLAN

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

#### **Task 3 Quantities and Preliminary Opinion of Probable Construction Cost**

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

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

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

#### **65% Design Deliverables**

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

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

#### **100% PS&E Preparation and Submittal**

##### **Task 1. Design Drawings**

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

##### **Civil**

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

##### **Drainage**

- 1.12 Drainage Plan and profile
- 1.13 Storm Drain Details

##### **Sewer**

- 1.14 Sewer Plan and Profile
- 1.15 Sewer Details

##### **Traffic**

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

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



### 3. DETAILED WORK PLAN

#### Task 2 Technical Specifications

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

#### Task 3 Quantities and Opinion of Probable Construction Cost

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

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

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

##### 100% Design Deliverables:

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

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

#### Final Mylar Plans Preparation, Submittal and Approval

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

##### Final Mylar Plans and Bid Package Deliverables:

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

#### G. CONSTRUCTION BIDDING PHASE (OPTIONAL)

##### Task 1. Pre-bid and Bid Support

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

#### H. CONSTRUCTION SUPPORT PHASE (OPTIONAL)

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

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

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

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

### 3. DETAILED WORK PLAN

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

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

#### ASSUMPTIONS AND EXCLUSIONS

##### SURVEY

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

##### GEOTECHNICAL

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

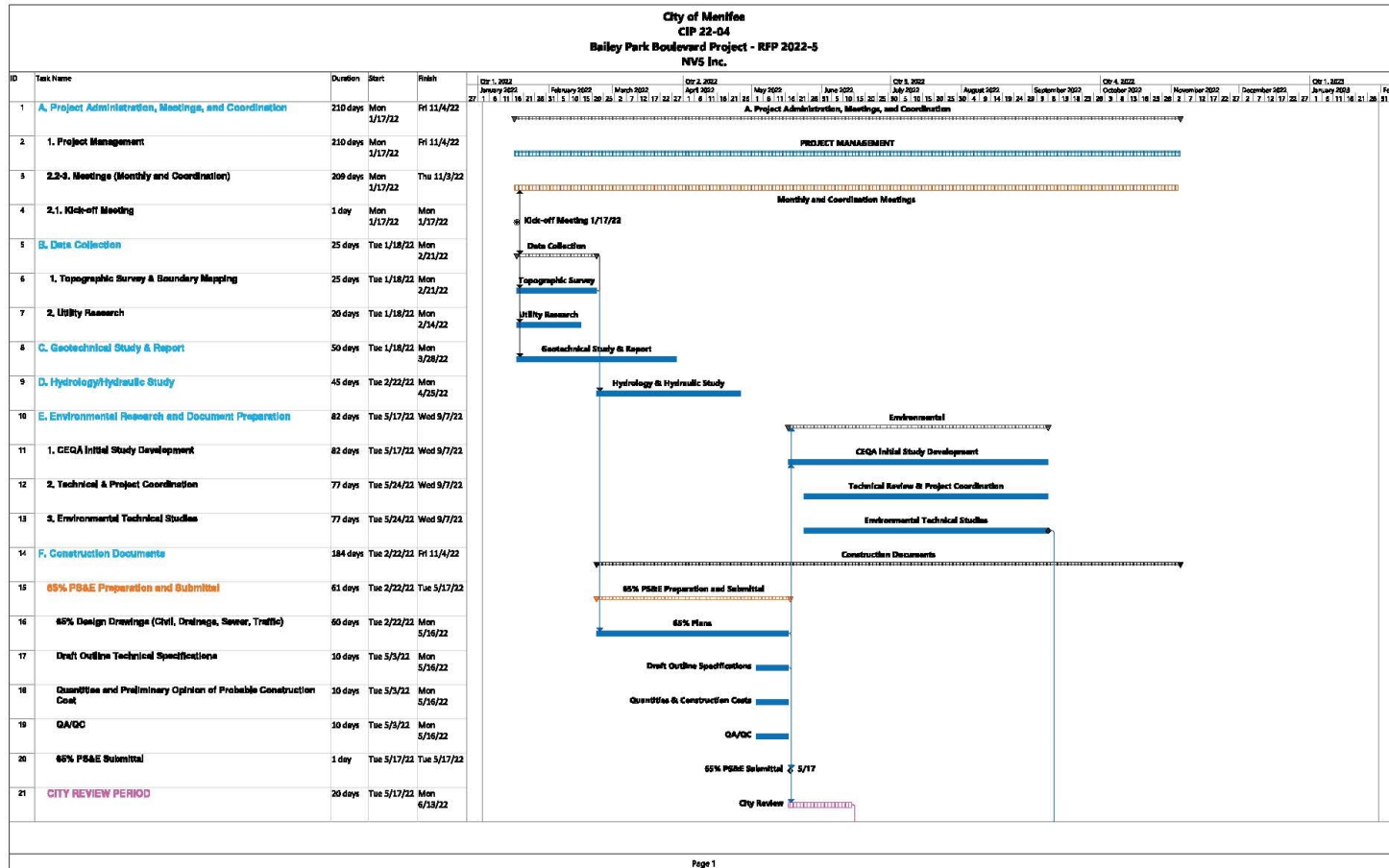
##### ENVIRONMENTAL

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

### 3. DETAILED WORK PLAN

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

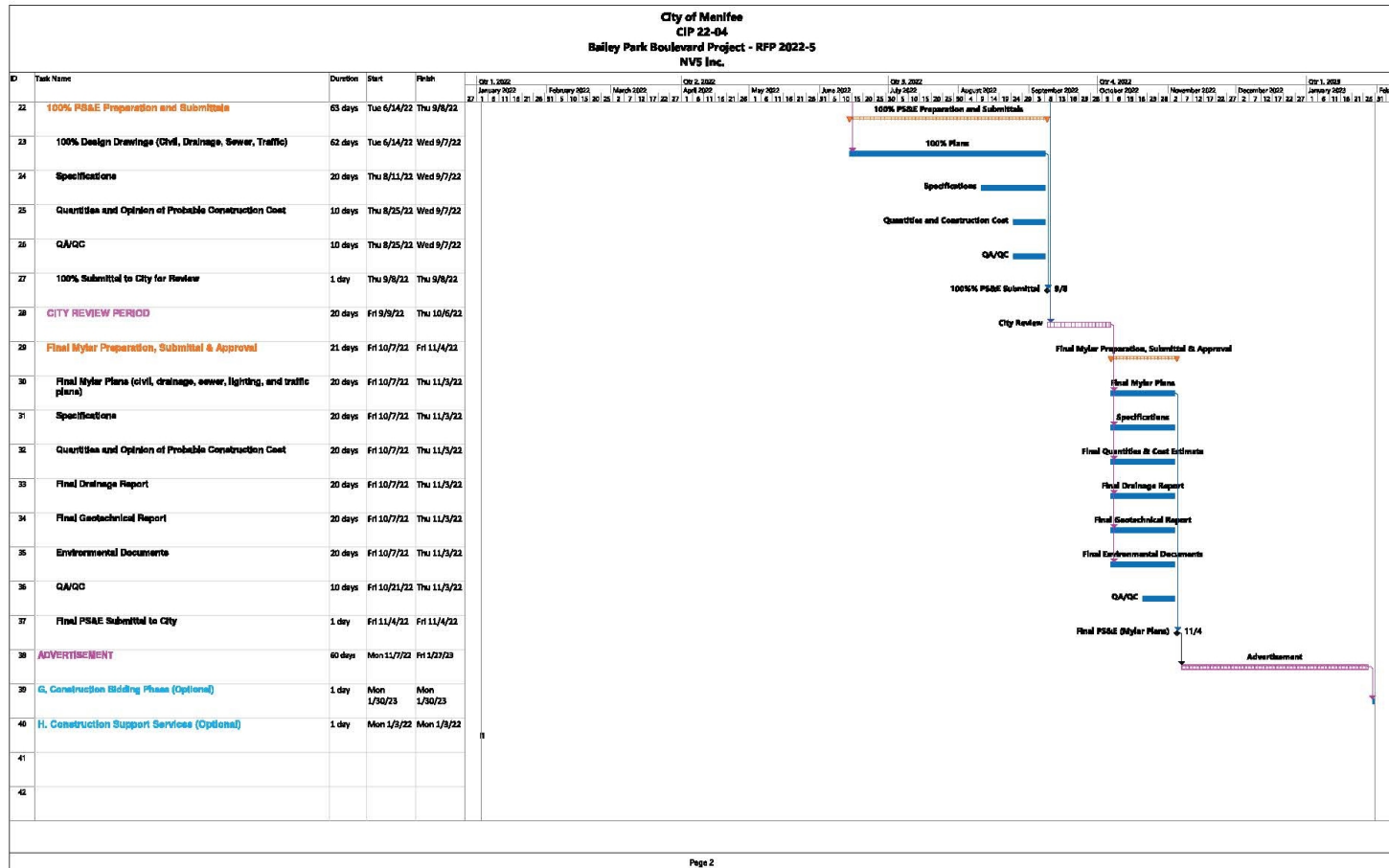
## SCHEDULE



## EXHIBIT A.



## SCHEDULE



City of Menifee  
Attachment A-Cost Proposal  
CIP 22-04  
Bailey Park Boulevard Professional Design Services Project  
RFP No. 2022-5  
NV5 Inc.  
January 24, 2022

Task Description	Rates and Hours																								Total Hours	Total Cost (\$)		
	Project Management			Field Survey			Drainage/Hydrology			Geotechnical				Civil/Roadway			Environmental							Traffic Engineering				
	QA Manager/Associate	QC Independent Reviewer	Project Manager	Survey Manager	Assistant Surveyor	CADD Tech I	2-Person Survey Crew	Principal Engineer	Senior Engineer	Junior Engineer	Principal Geotechnical Engineer	Sr. Engineer/Project Manager	Assistant Engineer	Junior Engineer/Geologist	Senior Engineer	Junior Engineer	CADD Technician II	Environmental Manager (senior I)	Associate I	Associate II	Associate III	Project Analyst II	Planning Aide	Specialist I			Senior Project Manager	Transportation Planner
	\$250	\$225	\$225	\$225	\$145	\$100	\$282	\$250	\$175	\$125	\$200	\$175	\$145	\$125	\$175	\$125	\$135	\$185	\$120	\$130	\$100	\$110	\$80	\$75	\$225	\$125		
A. Project Administration, Meetings, and Coordination																												
Task 1.0 Project Administration																												
1.1 Project Management			50																						8		58	\$13,050
Task 2.0 Meetings & Coordination																												
2.1 Kick-off Meeting			3					2							2										3		10	\$2,200
2.2 Other Meetings			20					6																			28	\$6,000
2.3 Coordination Meetings With the City and Other Agencies			8																								8	\$1,800
A. Subtotal	0	0	81	0	0	0	0	8	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	11	0	102	\$23,050
B. Data Collection																												
Task 1.0 Project Setup and Research																												
1.1. Project Set Up				2		2																					4	\$650
1.2. Performing Map Research				2	8																						10	\$1,610
Task 2.0 Field Survey																												
2.1. Control, R/W, Boundary Survey							12																				12	\$3,384
2.2. Topographic Survey							16																				16	\$4,512
Task 3.0 Data Processing and Preparation of Base Map																												
3.1. Data Processing & Drafting				2	4																						6	\$1,030
3.2. ROW and Boundary				2	4	16																					22	\$2,630
3.3. Topographic Drafting				2	8	20																					30	\$3,610
Task 4.0 Utility Research																												
4.1. Prepare and Submit Utility Request Letters				6												12											18	\$2,850
B. Subtotal	0	0	6	10	24	38	28	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	118	\$20,276
C. Geotechnical Study / Report																												
Task 1. Research and Site Reconnaissance																												
Task 1. Research and Site Reconnaissance												6	12														18	\$2,370
Task 2. Field Exploration																												
Task 2. Field Exploration													10														10	\$1,250
Task 3. Laboratory Testing																												
Task 3. Laboratory Testing														30													30	\$3,750
Task 4. Analysis and Report																												
Task 4. Analysis and Report											4	4	8	30													46	\$6,410
Task 5. Response to Comments, Final Report																												
Task 5. Response to Comments, Final Report											1	1	4														6	\$950
C. Subtotal	0	0	0	0	0	0	0	0	0	0	5	5	18	52	0	0	0	0	0	0	0	0	0	0	0	0	80	\$10,985
D. Hydrology /Hydraulic Study																												
Task 1. Hydrology Study																												
Task 1. Hydrology Study							4	18	42																		64	\$9,400
Task 2. Hydraulic Study																												
Task 2. Hydraulic Study							2	20	60																		82	\$11,500
Task 3. Hydrology Report																												
Task 3. Hydrology Report							6	24	24																		54	\$8,700
D. Subtotal	0	0	0	0	0	0	12	62	126	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	200	\$29,600
E. Environmental Research and Document Preparation																												
Task 1. CEQA Initial Study Development																												
Task 1. CEQA Initial Study Development																		40		8	8						16	\$1,840
Task 2. Technical Review and Project Coordination																												
Task 2. Technical Review and Project Coordination																											64	\$10,520
Task 3. Environmental Technical Studies																												
3.1. Aesthetics (Visual Study)																					4						4	\$400
3.2. Agriculture/Forestry Resources																					4						4	\$400
3.3. Air Quality																			20								20	\$2,600
3.4. Biological Resources																											0	\$0
3.4.1 Biological Survey																				12							12	\$1,440
3.4.2 Biological Report																				44							44	\$5,280
3.4.3 Wetland Delineation																				10							10	\$1,200
3.4.4. Western Riverside County MSHCP Review																				20							20	\$2,400
3.5. Cultural (Archaeology & Architectural History)																				20		20		4			44	\$4,700
3.6. Energy																				20							4	\$440
3.7. Geology/Soils																					4						4	\$400
3.8. Greenhouse Gas Emissions																			20								20	\$2,600
3.9. Hazards/Hazardous Materials																						6					6	\$660
3.10. Hydrology/Water Quality																					8						8	\$800
3.11. Land Use Planning																						4					4	\$400
3.12. Mineral Resources																						4					4	\$400

City of Menifee  
Attachment A-Cost Proposal  
CIP 22-04  
Bailey Park Boulevard Professional Design Services Project  
RFP NO. 2022-5  
NV5 Inc.  
January 24, 2022

Task Description	Rates and Hours																										Total Hours	Total Cost (\$)	
	Project Management			Field Survey			Drainage/Hydrology			Geotechnical				Civil/Roadway			Environmental							Traffic Engineering					
	QA Manager Associate	QC Independent Reviewer	Project Manager	Survey Manager	Assistant Surveyor	CADD Tech I	2-Person Survey Crew	Principal Engineer	Senior Engineer	Junior Engineer	Principal Geotechnical Engineer	Sr. Engineer	Project Manager	Assistant Engineer	Junior Engineer/Geologist	Senior Engineer	Junior Engineer	CADD Technician III	Environmental Manager (Senior II)	Associate I	Associate II	Associate III	Project Analyst II	Planning Aide	Specialist I	Senior Project Manager			Transportation Planner
	\$250	\$225	\$225	\$225	\$145	\$100	\$282	\$250	\$175	\$125	\$200	\$175	\$145	\$145	\$125	\$175	\$125	\$135	\$185	\$120	\$130	\$100	\$110	\$80	\$75	\$225	\$125		
3.13. Noise																							40				40	\$4,400	
3.14. Population/Housing																						4					4	\$400	
3.15. Public Services																						4					4	\$400	
3.16. Recreation																						4					4	\$400	
3.17. Transportation/Traffic & VMT																						60					60	\$6,000	
3.18. Tribal Cultural Resources (Tribal Coordination & Notification)																			4								4	\$480	
3.19. Utility/Service Systems																							4				4	\$440	
3.20. Wildfire																						4					4	\$400	
3.21. Mandatory Findings of Significance																					3						3	\$390	
3.22. Paleontology																													
3.23. Environmental and Socio Economic Setting																					4						4	\$520	
E. Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	110	79	132	54	0	4	0	0	419	\$50,310
F. Construction Documents																													
65 Percent PS&E Preparation and Submittal																													
1. Design Drawings																													
CIVIL																													
1.1 Title Sheet																1	2	8										11	\$1,505
1.2 Key Map																1		4										5	\$715
1.3 General Notes																1	6	4										11	\$1,485
1.4 Horizontal and Vertical Control																1		8									9	\$1,255	
1.5 Typical Roadway Sections																1		4									5	\$715	
1.6 Demolition Plan																	2	6									8	\$1,080	
1.7 Street Improvement Plans (Plan and Profile Sheets)																		40									40	\$5,400	
1.8 Grading and Drainage																		8									8	\$1,080	
1.9 ADA Ramp Details																8		8									16	\$2,480	
1.10 Construction Details																		8									8	\$1,080	
1.11 Erosion Control Plans and Notes																2		16									18	\$2,510	
1.12 Coordination for Utility Relocation			4													20											24	\$4,400	
DRAINAGE																													
1.12 Storm Drain Plan and Profiles																1		12									13	\$1,795	
1.13 Storm Drain Details																1		8									9	\$1,255	
SEWER																													
1.14 Sewer Plan and Profiles																1		16									17	\$2,335	
1.15 Sewer Details																1		8									9	\$1,255	
TRAFFIC																													
1.16 Street Lighting Plans																									2	16	18	\$2,450	
1.17 Signing and Striping Plans																											0	\$0	
2. Draft Outline for Technical Specifications																8											8	\$1,400	
3. Quantities & Preliminary Opinion of Probable Construction Cost																8		8									16	\$2,480	
4. QA/QC	1	4														8		16								2	31	\$5,160	
65% PS&E Subtotal	1	8	0	0	0	0	0	0	0	0	0	0	0	0	0	63	10	182	0	0	0	0	0	0	0	4	16	284	\$41,795
100 Percent PS&E Preparation and Submittal																													
1. Design Drawings																													
CIVIL																													
1.1 Title Sheet																1		3									4	\$580	
1.2 Key Map																1		2									3	\$445	
1.3 General Notes																1		3									4	\$580	
1.4 Horizontal and Vertical Control																1		2									3	\$445	
1.5 Typical Roadway Section																1		2									3	\$445	
1.6 Demolition Plan																	1	2								3	\$395		
1.7 Plan and Profile Sheets																		8									8	\$1,080	
1.8 Grading and Drainage																1		4									5	\$715	
1.9 ADA Ramp Details																3		3									6	\$920	
1.10 Construction Details																1		4									5	\$715	
1.11 Erosion Control Plans and Notes																1		4									5	\$715	

City of Menifee  
Attachment A-Cost Proposal  
CIP 22-04  
Bailey Park Boulevard Professional Design Services Project  
RFP NO. 2022-5  
NV5 Inc.  
January 24, 2022

Task Description	Rates and Hours																										Total Hours	Total Cost (\$)	
	Project Management			Field Survey			Drainage/Hydrology			Geotechnical			Civil/Roadway			Environmental						Traffic Engineering							
	QA Manager Associate	QC Independent Reviewer	Project Manager	Survey Manager	Assistant Surveyor	CADD Tech I	Season Survey Crew	Principal Engineer	Senior Engineer	Junior Engineer	Principal Geotechnical Engineer	Sr. Engineer Project Manager	Assistant Engineer	Junior Engineer/Geologist	Senior Engineer	Junior Engineer	CADD Technician III	Environmental Manager (senior II)	Associate I	Associate II	Associate III	Project Analyst II	Planning Aide	Specialist I	Senior Project Manager	Transportation Planner			
	\$250	\$225	\$225	\$225	\$145	\$100	\$282	\$250	\$175	\$125	\$200	\$175	\$145	\$125	\$175	\$125	\$135	\$185	\$120	\$130	\$100	\$110	\$80	\$75	\$225	\$125			
DRAINAGE																													
1.12 Storm Drain Plan and Profiles																1		12									13	\$1,795	
1.13 Storm Drain Details																1		8									9	\$1,255	
SEWER																													
1.14 Sewer Plan and Profiles																1		6									7	\$985	
1.15 Sewer Details																1		6									7	\$985	
TRAFFIC																													
1.16 Street Lighting Plans																									2	16	18	\$2,450	
1.17 Signing and Striping Plans																											0	\$0	
2. Specifications																40											40	\$7,000	
3. Quantities & Opinion of Probable Construction Cost																8		8									16	\$2,480	
4. QA/QC		1	4													10		16							2		33	\$5,510	
100% PS&E Subtotal	1	4	0	0	0	0	0	0	0	0	0	0	0	0	73	1	93	0	0	0	0	0	0	0	4	16	192	\$29,505	
Final Mylars Preparation, Submittal & Approval																													
1. Design Drawings																													
Final Mylar Plans (civil, drainage, sewer, lighting)																4		4									4	\$540	
2. Specifications																													
3. Opinion of Probable Construction Cost																2											2	\$350	
4. Final Drainage Report																													
5. Final Geotechnical Plan								1	2																		3	\$800	
6. Environmental Documents																													
7. Prepare As-Built Plans			2													4		40									46	\$6,550	
8. Prepare SWPPP								4	10	30																	44	\$6,500	
9. Prepare TPG								6	32	72																	110	\$16,100	
8. QA/QC		1	2													2		8							2		15	\$2,580	
Final Mylars Subtotal	1	2	2	0	0	0	0	11	44	102	1	1	0	0	12	0	52	0	0	0	0	0	0	0	2	0	230	\$34,295	
F. Construction Documents Subtotal	3	14	2	0	0	0	0	11	44	102	1	1	0	0	148	11	327	0	0	0	0	0	0	0	10	32	706	\$105,595	
CONSTRUCTION PHASE (OPTIONAL)																													
G - Construction Bidding (OPTIONAL)																													
Task 1. Respond to Question & Prepare Addendum			4														8										12	\$1,980	
G. Construction Bidding Subtotal	0	0	4	0	0	0	0				0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	12	\$1,980	
H - Construction Support Services (OPTIONAL)																													
Task 1. Attend Pre-Construction Meeting			3																								3	\$675	
Task 2. Respond to RFIs & Review Submittals																24											24	\$4,200	
Task 3. Provide Plan Corrections and Change Order																											0	\$0	
Task 4. Attend Job Site (up to 4 visits)			8																								8	\$1,800	
Task 5. Construction Phasing and Temporary Traffic Control - 65%																									4	32	36	\$4,900	
Task 6. Construction Phasing and Temporary Traffic Control - 100%																									2	24	26	\$3,450	
H. Construction Support Services Subtotal	0	0	11	0	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	35	\$15,025	
CONSTRUCTION PHASE - Subtotal	0	0	15	0	0	0	0	0	0	0	0	0	0	0	24	0	8	0	0	0	0	0	0	0	0	0	47	\$17,005	
GRAND TOTAL	3	14	104	10	24	38	28	31	106	228	6	6	18	52	174	23	335	40	110	79	132	54	0	4	21	32	1,672	\$256,821	
Total Labor Cost for Each Discipline	\$27,300			\$17,426			\$54,800			\$11,360			\$78,550			\$50,310						\$8,725						\$256,821	
Total ODCs for Each Discipline	\$0			\$0			\$0			\$8,759			\$0			\$7,100						\$0						\$15,859	
Total Fee Per Discipline	\$27,300			\$17,426			\$54,800			\$20,119			\$78,550			\$57,410						\$8,725						\$272,680	
TOTAL FEE																													

Please Note: The total fee without the \$17,005 for Optional Construction Support Services, is \$255,675.





November 29 2022

Mr. Carlos E. Geronimo, PE,  
Principal Engineer  
**City of Menifee**  
29844 Haun Road  
Menifee, CA 92586

**Subject: Request for Amendment to Contract No. 2022-0190, for Additional Survey and Preparation of a Sewer Study for the Bailey Park Boulevard Project, Menifee, California**

Dear Mr. Geronimo:

As per our discussions, it is our understanding that the City of Menifee (City) requires NV5 to provide additional survey services for the extension of the proposed sewer line located approximately 700-feet south of the originally intended termination point on Bailey Park Boulevard and to prepare a sewer study, as required by the utility owner, Eastern Municipal Water District (EMWD), that includes the area anticipated to contribute to the proposed system. Moreover, as a proactive measure, if Alternative 2, connecting the sewer line from North Bailey Park Boulevard to the intersection of Diaz and Scott Road, is selected by EMWD, additional topographic survey will be required. Therefore, we are including the scope and fee for this additional survey as part of this request.

To accommodate these additional services NV5 is requesting that Contract No. 2022-0190 be amended to provide the budget for completion of the requested services, including the additional required survey for design of sewer Alternative 2 through Scott Road.

The following is our detailed scope of work for the requested services for your review and consideration.

**SCOPE OF SERVICES**

**A. Supplemental Survey - Conduct Survey and Topographic Mapping for Bailey Park Boulevard South of Intended Project Termination (See Attachment "X").**

1. Perform a field survey extending the topographic limits southerly to the intersection of Bailey Park Road and Ciccotti Street. The survey will include:
  - a. Topographic data for 1" = 20' scale plans.
  - b. Sufficient record monuments to establish the existing Right of Way (ROW).
  - c. Location of planimetric features within the ROW, including:
    - i. Curbs, gutters, and sidewalks
    - ii. Walls and fences
    - iii. Edge of asphalt or concrete roads and driveways
    - iv. Power and telephone poles
    - v. Overhead locations and type of utility
    - vi. Surface appurtenances of underground utilities

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**EXHIBIT A.**

- vii. Type of utility, if known or ascertainable
  - viii. Invert elevations for storm drain and sewer manholes
  - ix. Landscape areas
  - x. Trees over six inches (6") in diameter
2. Merge and extend the topographic mapping and contours (Civil 3D surface) to incorporate the additional survey data
  3. Extend the base mapping to the limits of the additional area
  4. NV5 will perform QA/QC tasks and management at all phases of the project

**DELIVERABLE:**

- A .PDF of the parcels and easements showing ownership data for the additional properties, if needed along with the supplemental topography.
- Civil 3D 2018 updated CAD files for the EXMA, EXTO and EXTO-3D of the supplemental data.

**PROPOSED FEE:**

The proposed fee for Item A. is \$8,095.00.

**DETAILED FEE:**

Supplemental Survey	Senior PM \$225	Assist. Eng. \$145	CAD Tech I \$100	2-Person Survey Crew \$288	Project Admin \$100	Total Hours	Total Cost (\$\$)
<b>1. Project Setup &amp; Research</b>							
1.1 Project Management	2				2	4	\$650.00
<b>Sub-Total</b>	<b>2</b>	<b>0</b>	<b>0</b>			<b>4</b>	<b>\$650.00</b>
<b>2. Field Survey</b>							
2.1 Supplemental Topo	1			10	1	12	\$3,205.00
<b>Sub-Total</b>	<b>1</b>	<b>0</b>	<b>0</b>			<b>12</b>	<b>\$3,205.00</b>
<b>3. Data Processing</b>							
3.1 Field Data Processing	2	4				6	\$1,030.00
3.2 Topo Drafting	2	8	16			26	\$3,210.00
<b>Sub-Total</b>	<b>4</b>	<b>12</b>	<b>16</b>			<b>32</b>	<b>\$4,240.00</b>
<b>TOTAL</b>						<b>48</b>	<b>\$8,095.00</b>

**SURVEY EXCLUSIONS:**

1. Anything not specifically included in the above scope of work is excluded.
2. Research and plotting of underground utilities from record data is excluded.

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3. Existing centerline or property line monumentation will be surveyed sufficiently to enable determination of the existing street ROW. This proposal assumes sufficient monumentation from record maps can be recovered to allow for ROW mapping. Property lines will be depicted based on record data.
4. This survey scope excludes ROW acquisition support. NV5 can provide legal descriptions and plats for ROW acquisition by separate agreement.
5. For the proposed street improvements, the topographic mapping will be fifty (50) feet on each side of the centerline of Bailey Park Boulevard. Where fences or walls exist on the sides of the street, the survey will include up to the wall or fence. If survey is needed beyond the fence, access will be arranged by the city.
6. Setting of monuments and filing of a Record of Survey map or other survey documents is excluded.
7. The setting or resetting of monuments after construction is excluded.
8. Based on the final improvement design, some monuments may be threatened by the new construction. Monument preservation and corner records are not included in this proposal but can be provided as requested separately.
9. Trees less than six inches in diameter will not be included.

#### **B. Sewer Study**

##### **Task 1. Wastewater Flows**

NV5 will calculate anticipated sewer flows based on the sewer drainage basin area (acres) and land use that would flow to the proposed sewer main segments for buildout conditions. Average wastewater flow will be calculated based on land uses provided by the City and EMWD wastewater generation factors. Peak wastewater flows will be calculated based on EMWD standards pertaining to estimated Average Dry Weather Flow. NV5 will fill out sewer related sections of EMWD provided Design Conditions Excel spreadsheet.

Fee for Item B Task 1: \$4,574.00

##### **Task 2. Hydraulic Evaluation**

Based on average and peak buildout flows calculated in Task 1, NV5 will verify pipeline capacity of the proposed sewer mains. Estimated flows will be determined for each sewer main segment based on tributary areas and loaded at each node and/or manhole. Hydraulic calculations will be developed in Bentley FlowMaster (steady state) for both average and peak flow conditions per segment and presented in tabular format. Pipeline size and capacity will be evaluated based on EMWD design criteria, including peaking factors, the friction coefficient, maximum d/D based on pipe size, and minimum (at average flow) and maximum (at peak flow) velocity. Evaluation of existing sewer mains (upstream or downstream), future sewer mains, or the offsite collection system is not included in this scope of services.

Fee for Item B Task 2: \$3,634.00



Task 3. Sewer Study Sections (wastewater flow and hydraulic calculations)

The anticipated wastewater flows, design criteria, and hydraulic evaluation results will be presented in a short letter report. An electronic copy of the draft letter report will be delivered to both the City and EMWD for review. NV5 will address comments and prepare a final report. Submittals are assumed to be in electronic format (.pdf).

Fee for Item B Task 3: \$3,582.00

Task 4. Verification of Sewer Elevation

Per the request from EMWD, NV5 will analyze the elevation of the proposed sewer pipeline to verify that the parcels located near Interstate 215, along the east side of Bailey Park Boulevard can connect to the proposed system. The City's Plumbing Code standard of 2% slope will be used for the private laterals (on private property) for this evaluation. We anticipate 4 parcels require verification. The fee for this task includes QA/QC.

Fee for Item B Task 4: \$1,600.00

Task 5. Scott Road Alignment

The Sewer study Letter Report will include sewer alignment alternatives along Scott Road. (No cost is associated with this task since these alignments were previously prepared)

TASK 6. Management and Meetings

NV5 will provide overall project management, which includes supervision of the project engineer, planning and monitoring of contract budget and schedule, and coordination with the City and EMWD. NV5 will also provide quality assurance/quality control to assure work products meet the City's standards.

NV5 will meet with City and/or EMWD via video conference calls to discuss the sewer study and comments on the draft letter report. Up to two meetings are anticipated.

Fee for Item B Task 5: \$2,935.00

**Total Proposed Fee for Item B: \$16,325.00**

DETAILED FEE:

Sewer Study Tasks	Associate \$285	Senior Eng. \$185	CAD Tech III \$132	Total Hours	Total Cost (\$)
<b>1. Waste Water Flows</b>					
1.1 Land Use coordination	2	1	4	7	\$1,283.00
1.2 Estimate areas per LU type	1	1	8	10	\$1,526.00
1.3 Complete Design Cond. Excel	1	8		9	\$1,765.00
<b>Sub-Total</b>	<b>4</b>	<b>10</b>	<b>12</b>	<b>26</b>	<b>\$4,574.00</b>



<b>2. Hydraulic Evaluation</b>					
2.1 Flowmaster Calculations	1	2	8	11	\$1,711.00
2.2 Summary Table		2	4	6	\$898.00
2.3 Describe design criteria	1	4		5	\$1,025.00
<b>Sub-Total</b>	<b>2</b>	<b>8</b>	<b>12</b>	<b>22</b>	<b>\$3,634.00</b>
<b>3. Study Section</b>					
3.1 Summarize flow estimates		6		6	\$1,110.00
3.2 Summarize hyd. Calculations		6		6	\$1,110.00
3.3 Figures	2		6	8	\$1,362.00
<b>Sub-Total</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>20</b>	<b>\$3,582.00</b>
<b>4. Sewer Elevation Verification</b>					
4.1 Verification of Elevations		2	4	6	\$898.00
4.2 QA/QC	2		1	3	\$702.00
<b>Sub-Total</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>9</b>	<b>\$1,600.00</b>
<b>5. Project Management</b>					
5.1 PM	4			4	\$1,140.00
5.2 QA/QC	3			3	\$855.00
5.3 Meeting	2	2		4	\$940.00
<b>Sub-Total</b>	<b>9</b>	<b>2</b>	<b>0</b>	<b>11</b>	<b>\$2,935.00</b>
<b>TOTAL</b>				<b>79</b>	<b>\$16,325.00</b>

**DELIVERABLE:**

- Sewer Study Letter Report will include sewer alignment alternatives along Scott Road.
- Draft Sewer Study Letter Report including the wastewater flow and hydraulic calculations and verification results as noted above, for EMWD Comments.
- Final Sewer Study, Incorporating EMWD's Comments and Corrections.

**C. Optional Survey** - Conduct Survey and Topographic Mapping for Sewer Alternate 2 through Scott Road including the intersection of Scott Road with Diaz Road. (See Attachment "Y")

1. Perform a field survey from the northerly limit of Bailey Park Road through Scott Road up to and including the intersection of the Scott Road with Diaz Road. The survey will include:
  - a. Topographic data for 1" = 20' scale plans.
  - b. Sufficient record monuments to establish the existing Right of way.
  - c. Location of planimetric features within the ROW, including:
    - i. Curbs, gutters, and sidewalks
    - ii. Walls and fences
    - iii. Edge of asphalt or concrete roads and driveways

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- iv. Power and telephone poles
- v. Overhead locations and type of utility
- vi. Surface appurtenances of underground utilities
- vii. Type of utility, if known or ascertainable
- viii. Invert elevations for storm drain and sewer manholes
- ix. Landscape areas
- x. Trees over six inches (6") in diameter
- d. Merge and extend the topographic mapping and contours (Civil 3D surface) to incorporate the additional survey data.
- e. Extend the base mapping to the limits of the additional area.
- f. NV5 will perform QA/QC tasks and management at all phases of the project.

**DELIVERABLE:**

- Civil 3D 2018 updated CAD files for the EXMA, EXTO and EXTO-3D of the supplemental data.

The proposed fee for Item C. is \$8,130.00

**DETAILED FEE:**

Optional Survey Survey	Senior PM \$225	Assist. Eng. \$145	Junior Eng. \$132	CAD Tech I \$100	2-Person Crew \$288	Project Admin \$100	Total Hours	Total Cost (\$\$)
<b>1. Project Setup &amp; Research</b>								
1.1 Project Management	2					2	4	\$650.00
<b>Sub-Total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>\$650.00</b>
<b>2. Field Survey</b>								
2.1 Supplementa l Topo	1				12	1	14	\$3,781.00
<b>Sub-Total</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>1</b>	<b>14</b>	<b>\$3,781.00</b>
<b>3. Data Processing</b>								
3.1 Field Data Processing	1	4	2				7	\$1,069.00
3.2 Topo Drafting	2	4		16			22	\$2,630.00
<b>Sub-Total</b>	<b>3</b>	<b>8</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>\$3,699.00</b>
<b>TOTAL</b>							<b>47</b>	<b>\$8,130.00</b>

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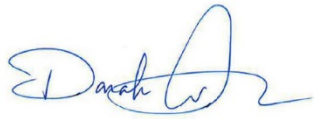
**SCHEDULE:**

NV5 anticipates being able to commence with the fieldwork within a week after receiving a Notice to Proceed (NTP). The estimated time for delivery of the data is approximately two to three weeks after receiving the NTP.

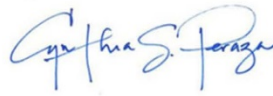
The grand total amendment amount requested is (\$8,095.00 + \$16,325.00+\$8,130.00) = **Thirty-Two Thousand and Five Hundred and Fifty dollars (\$32,550.00).**

This proposal is valid for a period of 30 days. Feel free to contact me directly on my cell phone at 760-580-8159 with any questions or comments.

Sincerely,  
NV5, Inc.



Darab Bouzarjomehri, PE  
Senior Project Manager

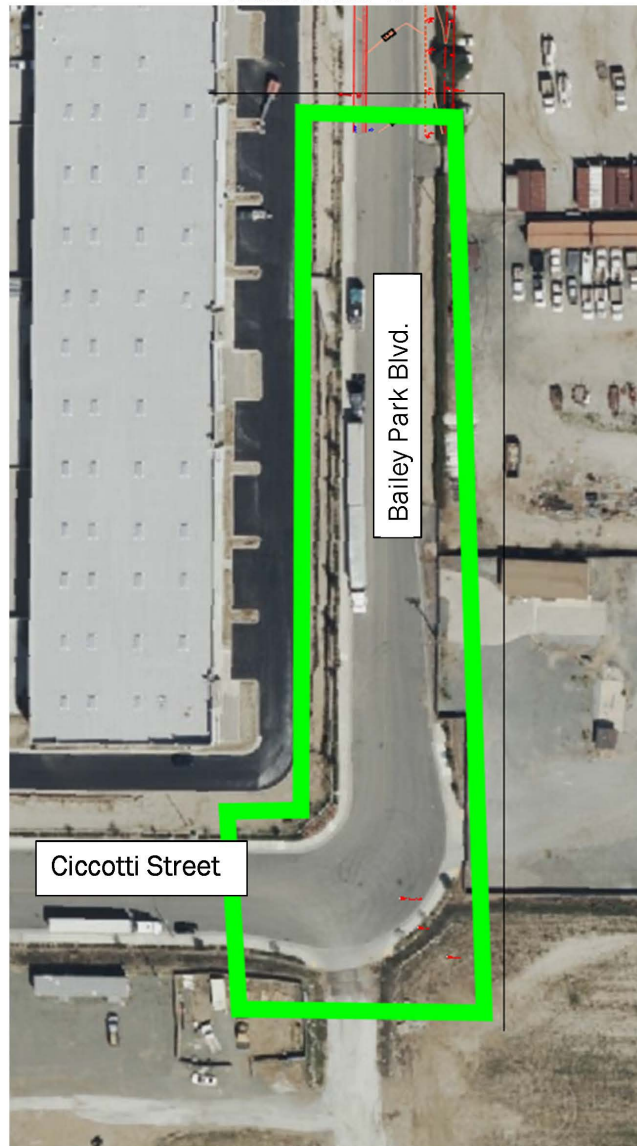


Cynthia Peraza, PE  
Regional Manager

Job No. 227522-0001406.01  
Attachments: X and Y

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Attachment "X"



N V 5



Attachment "Y"



N V 5