

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### CIP 24-04 ROMOLAND ELEMENTARY SCHOOL PROJECT- ATP (DESIGN SERVICES) (PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT)

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 **DOKKEN ENGINEERING**, a California C Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

#### SECTION 1. SERVICES.

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

1.1 Term of Services. The term of this Agreement shall begin on **May 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 **One Hundred Forty Nine Thousand Eight Hundred Twenty Five Dollars and Zero Cents (\$149,825.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

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

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

2.3 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 24-04 ROMOLAND ELEMENTARY SCHOOL PROJECT- ATP (DESIGN SERVICES) (PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT).** 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 **Pamela Dalcin-Walling, Project Manager** ("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:

DOKKEN ENGINEERING  
Attn: Pamela Dalcin-Walling, Project Manager  
110 BLUE RAVINE ROAD, SUITE 200  
FOLSOM, CA 95630

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

\_\_\_\_\_  
John A. Klemunes, Jr, President

Attest:

\_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

\_\_\_\_\_  
Cathy Chan, 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 24-04 ROMOLAND ELEMENTARY SCHOOL PROJECT- ATP (DESIGN SERVICES) (PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT)** services in the amount not to exceed **One Hundred Forty Nine Thousand Eight Hundred Twenty Five Dollars and Zero Cents (\$149,825.00)** as further detailed in the following page(s).

EXHIBIT A.

## Scope of Services

### TASK 1.0 PROJECT MANAGEMENT

#### Task 1.1 Meetings & Coordination

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the City's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- **Kickoff Meeting:** At the start of Preliminary Engineering, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- **PDT Meetings:** The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, City staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, CONSULTANT will attend and facilitate up to 24 PDT meetings.
- **Technical Coordination Meetings:** CONSULTANT will coordinate technical issues with the City and others through meetings and correspondence. CONSULTANT will prepare for and facilitate up to 4 technical meetings, as needed.

**Deliverables:** *Meeting Notices, Agendas, Exhibits, and Minutes*

#### Task 1.2 Progress Reports

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

**Deliverable:** *Monthly Progress Report*

#### Task 1.3 Project Schedule

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed project baseline schedule to the City for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

**Deliverable:** *Project Schedule*

#### Task 1.4 Project Administration

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- **Set up project accounting system:** CONSULTANT will structure the accounting system in accordance with the City's invoicing and tracking needs.



- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

**Task 1.5 Quality Control/QMP**

CONSULTANT will have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and back-checked for accuracy and completeness. CONSULTANT will review subconsultant environmental and engineering report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

*Deliverable: Quality Control Plan*

**TASK 2.0 TOPOGRAPHIC SURVEY****Task 2.1 Survey Request**

Dokken will prepare graphics/text descriptions that adequately communicate the project limits and physical features that need to be identified by the field survey crew. Further coordination will be conducted to agree on the survey strategy and the format/composition of the finished product.

*Deliverable: Survey Request*

**Task 2.2 Topographic Design Surveys**

Survey services will include the gathering of topographic survey data that contains all known site features and will be ready for use as a base drawing for final engineering plans. The approach will be to provide 20 scale aerial with ortho graphic mapping to get the 50-foot mapping limit beyond right of way together with Conventional Surveys including x-sections and Topographic shots on improvement locations. The datum shall be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (California State Plane coordinates zone 6, US foot). The data collected will include benchmark information, all overhead and underground, public, and private utilities, drainage features, all planimetric features within the right of way, and 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.

*Deliverable: Topographic Survey Data with DTM, Points Files*

**Task 2.3 Land Net Surveys/Mapping**

Conventional ground survey methods will be utilized to supplement the aerial mapping and collect all right of way monuments. Right of way lines will be generated using Preliminary Title Reports and record maps obtained from the City.

*Deliverable: Right of Way and Boundary Base Map (LAND NET)*

**Task 2.4 Field Survey Verification**

Upon receipt of the completed field survey, the CONSULTANT team will walk the site to verify the information collected by the survey crew. Missing information, if any, will be noted and a follow up survey request submitted.

## TASK 3.0 PRELIMINARY ENGINEERING

### Task 3.1 Rights of Entry/Encroachment Permits

To perform the necessary field work for the project, CONSULTANT will prepare and submit encroachment permit applications to the City to obtain permission to work in City right of way, where needed. In addition, if access to private property is needed, CONSULTANT will develop, send, and track responses to right of entry forms for private property owners.

**Deliverables:** *Encroachment Permit Package, Right of Entry forms*

### Task 3.2 Data Collection/Field Review

CONSULTANT will meet with the City to request and obtain any new data related to the project site, including new monumentation, as-builts from recent projects, and recent studies.

CONSULTANT will conduct a site reconnaissance to identify and document any new/changed physical features, character, adjacent uses, potential design constraints, and new environmental considerations. Field information will be recorded using field notes and digital photos.

**Deliverable:** *Field notes/photo log*

### Task 3.3 Geotechnical Report

The scope of the geotechnical tasks is provided below, based on the following assumptions:

- Geotechnical Investigation is allowed between 8 AM and 5 PM on weekdays.
- No investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, EMI will terminate our work and notify Dokken Engineering.
- No fee permit was assumed for the City of Menifee encroachment permit, or any other encroachment permits.
- Traffic control will be performed following the CA MUTCD manual. Site-specific stamped traffic control plans will not be required. Fees for traffic control plans are not included in our fee estimate.
- No sound walls, RCBs/culverts, and sign structures.
- CONSULTANT will NOT perform LCCA.
- Pavement borings and coring locations will be patched with cold-patch asphalt to replace existing pavements that is removed by excavations; no hot mix/sawcut repair.
- Sampling locations/elevations will be estimated from topo or roadway plans or surveyed by handheld GPS device or provided by others.
- No testing of pavement cores. Core photos will be taken and documented in the report with section thicknesses. Cores can be provided to City upon request.
- Traffic Index (TI) will be provided by City.
- Falling-Weight Deflectometer (FWD) tests or Ground Penetration Radar (GPR) Survey are not included.

### Task 3.3.1 Field Investigation

To support the road widening, CONSULTANT geotechnical investigations include the following geotechnical borings:

Location	Length of the Improvement (feet)	Number of Borings	Proposed Boring Depth (feet)
Widening: Southwest side of Monroe Avenue between Antelope Road and 1 <sup>st</sup> Street	2,400	3	5
Widening: Both sides of 4 <sup>th</sup> Street between Adams Street and Antelope Road	250	1	5
Widening: Both sides of Jefferson Avenue between Antelope Road and Watson Road	1,800	2	5
Widening: Both sides of Washington Avenue between Antelope Road and Watson Road	1,000	2	5
Widening: Southwest side of Monroe Avenue between Antelope Road and 1 <sup>st</sup> Street	2,400	3	5

CONSULTANT will prepare a boring location plan, and this plan will be used to secure encroachment permits from the city. Any other permits, if required, will be secured by others.

Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations. Traffic control will be performed following the CA MUTCD manual.

EMI field personnel will collect bulk samples for laboratory testing. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

**Deliverable:** *Preliminary Foundation Report (Draft and Final)*

### Task 3.3.2 Lab Testing

Soil laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods. Anticipated laboratory tests include: R-value, #200 wash, Atterberg Limits, direct shear and soil corrosivity.

**Deliverable:** *Laboratory Results*

### Task 3.3.3 Geotechnical Report

Based on the R-value test results and the Traffic Index (TI) provided by the City, CONSULTANT will determine pavement structural sections. CONSULTANT will prepare a technical memorandum to provide R-value tests results and recommended pavement structural sections. CONSULTANT will address any comments resulting from the City review and prepare a final technical memorandum.

**Deliverable:** *Geotechnical Memorandum (Draft and Final)*

### Task 3.3.4 Pavement Rehabilitation

CONSULTANT will conduct a visual condition survey of the existing pavement surface along Briggs Road and Watson Road within the project limits. CONSULTANT staff will observe and document the type and degree of pavement distress to identify the areas that require rehabilitation. A total of 12 core samples of existing pavement sections will be collected for the project. Dynamic Cone Penetrometer (DCP) test will be performed in each core location to evaluate the subgrade for any rehabilitation options. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations.



Based on the R-value, DCP test results, and the Traffic Index (TI) provided by the City, CONSULTANT will determine pavement rehabilitation options. Pavement rehabilitation recommendations will be included in the Geotechnical Report.

### **Task 3.4 Drainage Report**

CONSULTANT will conduct a drainage investigation to determine the existing drainage patterns and storm drain facilities in the project area, including existing channels/ditches, pipe/culvert locations, sizes, local rainfall intensities, and flows. This information will be obtained through a combination of field reconnaissance, City staff, as-built records and the project files prepared by the City. After reviewing the existing drainage conditions, on- and off-site hydrologic and hydraulic analyses will be conducted for the existing and post-project condition, emphasizing the primary objective of maintaining existing flow patterns and runoff amounts.

The on-site analyses will include identifying where new facilities are needed and where existing facilities can be reused, developing drainage boundaries for the areas within the project limits, developing flows for each facility based on City hydrology standards, and identifying where new/retrofitted storm drain facilities are needed. A comparison of existing versus proposed peak flows will also be performed and will become the basis of any retention considerations. Upon review of the project site, CONSULTANT does not anticipate the need for an off-site analysis as cross drainage facilities do not appear to exist.

The hydraulic calculations for the facilities needed to convey on-site drainage along the project alignment could include ditches, inlets, culverts, and storm drains. The hydraulic analysis of any existing storm drain system will rely on existing characteristics being provided by the owning/maintaining agency, including physical attributes, off-site flows, and hydraulic grade lines/tail water elevations.

A Draft Drainage Report for the project will be prepared to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on-site hydrologic analyses, existing and post-project drainage patterns, flood conditions, results of the on-site hydraulic analyses and any issues of special concern or significance. The draft report will be submitted to the City for review during the 60% submittal. Comments will be addressed, and a final report will be submitted with the 90% package.

**Deliverable:** *Drainage Report (Draft and Final)*

### **Task 3.5 Storm Water Compliance**

The project area is in the Santa Ana Watershed Region and is subject to MS4 Permit Order No. R8-2010-0033. Based on the requirements of this permit, CONSULTANT will identify appropriate treatment Best Management Practices (BMPs) for the project site, such as bioswales and infiltration or detention basins. CONSULTANT will prepare a Transportation Project Guidance (TPG) document to record the results of the analysis. CONSULTANT will utilize the TPG template created by the Riverside County Flood Control and Water Conservation District. A draft TPG will be submitted to the City for review. Comments will be addressed and a final TPG will be prepared for execution.

**Deliverable:** *TPG (Draft and Final)*

### **Task 3.6 Refine/Evaluate Conceptual Layout**

Based upon the conceptual drawings provided by the City, the topographic mapping, geotechnical study, available data, and input from the City, CONSULTANT will refine the conceptual layout for the project. CONSULTANT will review and obtain comments from the City and other stakeholders and will prepare layout drawings that will serve to establish the project footprint for subsequent environmental studies.

**Deliverables:** *Alternative Alignment Exhibits*

### Task 3.7 30% Plans and Estimate

Dokken will prepare 30% plans that will include the following sheets:

#### 30% Submittal

Sheet Description	No. of Sheets
Title Sheet	1
Typical Cross Sections	1
Layout Plan (1"=40')	8
Striping Plans	8
<b>TOTAL</b>	<b>18</b>

The title sheet will include an index of sheets, project description, location map, begin/end work/construction, and limits of work. The typical section sheet will include original ground, pavement limits, shoulders, cut/fill slopes, existing right-of-way, and recommended structural sections. The layout sheets will include all geometric data required to construct the project. The striping plans will show the proposed pavement delineation anticipated for the project. A preliminary estimate will be prepared to reflect the probable cost to construct the project. The draft 30% plans and estimate will be submitted to the City for review.

*Deliverable: 30% Plans and Estimate*

## TASK 4.0 PUBLIC OUTREACH (OPTIONAL)

### Task 4.1 Stakeholder Database

The CONSULTANT will create an existing stakeholder database to include community leaders, interested residents, HOAs, businesses, emergency services personnel and regional stakeholders. CONSULTANT will collaborate with the City PIO and provide the database for City review and approval.

*Deliverable: Stakeholder Database*

### Task 4.2 Newsletter/Fact Sheet

To keep the community and interested stakeholders up to date with the progress and details of the project, CONSULTANT will develop a project Fact Sheet to be posted on the project website, distributed during public meetings, and included in Menifee Matters. The team will provide this Fact Sheet to the PIO for additional distribution as needed.

*Deliverables: Newsletter/Fact Sheet*

### Task 4.3 Exhibits/Renderings

To communicate the design and intent of the project to the public, CONSULTANT will prepare exhibits to support the public meetings and collateral materials. The exhibits will vary in size from 11"x17" to large strip maps and will generally be printed in color. Up to three renderings can also be prepared, as needed, to assist with the visualization of the post project condition.

*Deliverables: Exhibits/Renderings*

### Task 4.4 Website Support

A project website allows for two-way communication between the project team and the public. CONSULTANT proposes to add a page on the City's website and using content and graphics provided by CONSULTANT and

reviewed/approved by the City. Anticipated sections of the page include: "Project Information", "Project Schedule", "Community Involvement", "FAQ's", and "For More Information". It is anticipated that the website will be updated at least quarterly, or as new information becomes available.

**Deliverables:** *Website content and graphics*

#### **Task 4.5 Public Meetings**

CONSULTANT will coordinate and facilitate in-person public meetings to inform the Romoland community about the project and provide opportunities for public input. One office hours or open house style meeting is anticipated during the early phases of final design.

**Deliverables:** *Exhibits, Meeting Materials, Meeting Summary*

### **TASK 5.0 ENVIRONMENTAL**

CONSULTANT will perform all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA). CONSULTANT will perform all environmental documentation and coordination, which will include the following:

#### **Task 5.1 Technical Studies (CEQA)**

CONSULTANT will coordinate and prepare all required environmental studies to be incorporated into the environmental document. CONSULTANT will prepare and distribute copies of the technical studies for each of the review cycles and will respond to comments and update the studies as needed for approval. Technical studies include the following:

##### **Task 5.1.1 ISA Checklist Memorandum**

Dokken will prepare an Initial Site Assessment (ISA) Checklist to document the potential for hazardous waste within the project area. The ISA Checklist will require a regulatory records search of known hazardous waste sites and a field visit to verify the potential presence of hazardous materials or waste, such as those related to overhead utilities or transformers, as well as a review of regulatory agency records. The results of the records search and site visit will be documented in a Hazardous Waste Memorandum and disclose any potential hazardous materials and if necessary, recommendations to avoid or minimize exposure during construction.

**Deliverables:** *ISA Checklist, Hazardous Waste Memorandum*

##### **Task 5.1.2 Biological Habitat Assessment**

Dokken will prepare a biological habitat assessment, which will consist of literature research and fieldwork. Literature under review will include federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Wildlife, 2024) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (California Native Plant Society, 2024). Additionally, Dokken Engineering biologists will conduct fieldwork in order to document the presence/absence of sensitive biological resources (e.g., species or habitats). The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. The field survey will verify the absence of jurisdictional drainage features. The findings will be in the biological habitat assessment.

The biological habitat assessment report will include a description of the field methods used and the results of the biological survey of the project area. The report will list the potential for impacts to plant and animal species present, including covered species under the WRMHSCP. If any sensitive resources are found on the site, Dokken Engineering will prepare and include in the habitat assessment a graphic displaying the location of the sensitive biological resources observed. The report will include a section discussing consistency with the WRMSHCP as well as any required avoidance and minimization measures by the WRMSHCP.

**Deliverables:** *Biological Habitat Assessment Report*

**Task 5.1.3 Cultural Resources Assessment**

Due to the project's limited scope, a brief cultural resources assessment will be prepared to document the potential for impacts to prehistoric and historic resources. A cultural records search through the Eastern Information Center would be performed to confirm no cultural resources have been identified within the project area through a search of archaeological site records and survey reports on file and review of historical aerial photographs and historical topographic maps. Additionally, Dokken's archaeologists will conduct a field review of the project area to determine if any visible archaeological resources are present within the project limits. The results of this record search and pedestrian survey would be documented in the Cultural Resources Assessment. It is assumed that no Native American consultation would be required as the project is categorically exempt.

*Deliverables:* Cultural Resources Assessment

**Task 5.1.4 MSHCP Consistency Analysis (OPTIONAL)**

If potential for covered species under the MSHCP is confirmed present during the biological habitat assessment, Dokken's biologists will determine if any impacts to sensitive habitats including riparian/riverine or protected species, such as burrowing owl, are anticipated and demonstrate compliance with the WRMSHCP. Concurrence from WRMSHCP would provide the project with coverage under Section 10 of the Federal Endangered Species Act.

*Deliverables:* MSHCP Consistency Analysis

**Task 5.2 Notice of Exemption (CEQA)**

The project qualifies for an exemption under Section 15301 Class 1 (c) of the CEQA Guidelines. Dokken will prepare a CEQA Notice of Exemption for the City and will file the NOE at the County Clerk-Recorder as well as the State Clearinghouse in accordance with the latest CEQA regulations.

*Deliverables:* Notice of Exemption

**Task 5.3 Design Support for Environmental**

CONSULTANT will support the environmental process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation measures to ensure that they are reasonable and can be implemented.





Attachment A-Cost Proposal  
CIP 24-04  
Romoland Elementary Safe Routes to School Project

Firm Name: Dukes Engineering

Task	Rates and Hours												Subconsultant Cost		Other Direct Costs		Grand Totals		
	QA/QC Manager	Famela Dolcin-Walling, PE Project Manager	Lana Torlak, PE Project Engineer	Senior Engineer 1	Assistant Engineer 1	Assistant Engineer 1	Engineering Technician	Environmental Manager	Senior Environmental Planner	Assistant Environmental Planner	Environmental Planner	Total Cost With Optional Tasks	Total Cost Without Optional Tasks	Sub Consultant Cost	Sub Consultant	Other Direct Costs	Other Direct Cost Firm	Total Cost With Optional Tasks	Total Cost Without Optional Tasks
	Description	\$ 265.00	\$ 235.00	\$ 185.00	\$ 215.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 285.00	\$ 135.00	\$ 115.00	\$ 115.00							
TASK 1.0 – PROJECT MANAGEMENT																			
1.1 Meetings & Coordination	2	36	8	10								\$15,360.00	\$15,360.00					\$15,360.00	\$15,360.00
1.2 Progress Reports		6										\$6,280.00	\$6,280.00					\$6,280.00	\$6,280.00
1.3 Project Schedule		6										\$1,770.00	\$1,770.00					\$1,770.00	\$1,770.00
1.4 Project Administration		6										\$1,770.00	\$1,770.00					\$1,770.00	\$1,770.00
1.5 Quality Control/QA	2	2		10								\$3,770.00	\$3,770.00					\$3,770.00	\$3,770.00
TASK 2.0 – TOPOGRAPHIC SURVEY																			
2.1 Survey Report		4	8			10						\$3,990.00	\$3,990.00					\$3,990.00	\$3,990.00
2.2 Topographic design surveys		2	8									\$1,370.00	\$1,370.00	\$20,000.00	Dennis Janda, Inc.	\$6,500.00	Dennis Janda, Inc.	\$28,170.00	\$28,170.00
2.3 Land Net Surveys/Mapping		2	4									\$1,370.00	\$1,370.00	\$18,870.00	Dennis Janda, Inc.			\$20,290.00	\$20,290.00
2.4 Field Survey Verification		4	8			9						\$3,740.00	\$3,740.00					\$3,740.00	\$3,740.00
TASK 3.0 – PRELIMINARY ENGINEERING																			
3.1 Rights of Entry/Encroachment Permits		2	8			6						\$3,550.00	\$3,550.00					\$3,550.00	\$3,550.00
3.2 Data Collection/Field Review																			
3.3 Geotechnical Report																			
3.3.1 Field Investigation																			
3.3.2 Lab Testing																			
3.3.3 Geotechnical Report																			
3.3.4 Pavement Rehabilitation (OPTIONAL)																			
3.4 Drainage Report																			
3.5 Storm Water Compliance																			
3.6 Define/Evaluate Conceptual Layout		8	16				32	20				\$11,780.00	\$11,780.00					\$11,780.00	\$11,780.00
3.7 20% Plans and Estimate		8	8			36	100	80				\$24,430.00	\$24,430.00					\$24,430.00	\$24,430.00
TASK 4.0 – COMMUNITY ENGAGEMENT (OPTIONAL)																			
4.1 Stakeholder Database																			
4.2 Newsletter/Fact Sheet																			
4.3 Exhibits/Renderings																			
4.4 Website Support																			
4.5 Public Meetings																			
TASK 5.0 – ENVIRONMENTAL																			
5.1 Technical Studies (COP)		12	8	2		16	12	5	57	\$44.00	154	\$39,515.00	\$25,515.00					\$39,515.00	\$25,515.00
5.1.1 10% Checklist Remediation		2			2				1	4	1	16	\$4,130.00	\$4,130.00				\$4,130.00	\$4,130.00
5.1.2 Subsequent Initial Remediation		2							1	1	14	20	\$6,550.00	\$6,550.00				\$6,550.00	\$6,550.00
5.1.3 Cultural Resources Assessment		2							1	20	1	20	\$7,220.00	\$7,220.00				\$7,220.00	\$7,220.00
5.1.4 HDBP Consistency Analysis (Optional)		2							1	10	26	60	\$13,000.00					\$13,000.00	
5.2 Review of Remediation (COP)		2							1		2	5	\$2,085.00	\$2,085.00				\$2,085.00	\$2,085.00
5.3 Design Support for Environmental		2	8			16	12					\$5,530.00	\$5,530.00					\$5,530.00	\$5,530.00
TASK 6.0 – UTILITY COORDINATION																			
6.1 Utility Identification																			
6.2 Utility Verification/Corroborate																			
6.3 Conflict Identification																			
6.4 Conflict Resolution																			
6.5 Liability Determination																			
6.6 Utility Agreements																			
6.7 Review to Owner																			
TASK 7.0 – FINAL DESIGN																			
7.1 10% Plan																			
7.2 90% Plan																			
7.3 20% Plan																			
7.4 State Architect Approval																			
7.5 Final P&E																			
7.6 Working Day Estimate																			
7.7 Resident Engineers Files																			
TASK 8.0 – BIDDING/AWARD ASSISTANCE																			
8.1 Construction Management Coordination																			
8.2 Pre-Bid Meeting																			
8.3 Requests for Information																			
8.4 Issuance of Addenda																			
8.5 Bid Opening																			
TASK 9.0 – CONSTRUCTION SUPPORT																			
9.1 Meetings/Site Visits																			
9.2 Requests for Information (RFI)																			
9.3 Contract Change Order Support																			
9.4 Review of Shop Drawings & Plans																			
9.5 Record Drawings																			
GRAND TOTAL COSTS		\$736.00	\$22,420.00	\$14,040.00	\$2,940.00	\$7,700.00	\$20,750.00	\$5,980.00	\$1,425.00	\$7,215.00	\$6,380.00	\$15,410.00	\$104,105.00	\$91,105.00	\$38,920.00		\$6,800.00	\$148,825.00	\$136,825.00

\*This form is purposed as a template for the City's required submission format only. To see a comprehensive list and description of the required scope of work, please refer to RFP# CIP 24-04.

EXHIBIT A.

2905/031858-0001  
18155996.1 a10/04/23



