

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### CIP 23-02 GOETZ ROAD/VISTA WAY TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS (CIVIL DESIGN SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") by and between the CITY OF MENIFEE, a California municipal corporation, ("City") and **K&A ENGINEERING, INC.**, a California Corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "Party" and collectively as the "Parties."

#### SECTION 1. SERVICES.

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

1.1 Term of Services. The term of this Agreement shall begin on **February 15, 2023** and shall end on **June 30, 2024** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section 8.

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

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

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

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

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

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **ONE HUNDRED SEVENTEEN THOUSAND NINETY FOUR DOLLARS AND ZERO CENTS (\$117,094.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

g. The Consultant Representative's signature.

Invoices shall be submitted to:

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

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

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

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

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

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

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

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

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

### **SECTION 3. FACILITIES AND EQUIPMENT.**

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

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

#### **SECTION 4. INSURANCE REQUIREMENTS.**

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

#### 4.3 Professional Liability Insurance.

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

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

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

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

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

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

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

#### 4.4 All Policies Requirements.

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

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 23-02 GOETZ ROAD/VISTA WAY TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS (CIVIL DESIGN SERVICES)**. The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

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

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

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

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

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

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

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

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

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

## **SECTION 5. INDEMNIFICATION.**

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

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

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

## **SECTION 6. STATUS OF CONSULTANT.**

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



## SECTION 7. LEGAL REQUIREMENTS.

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

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

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

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

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Xavier Pfister, 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 I (“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:

K&A Engineering, Inc.  
Attn: Xavier Pfister, Project Manager  
357 N. Sheridan Street, Suite 117  
Corona, Ca 92880

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 I

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

**CITY OF MENIFEE**

**CONSULTANT**

\_\_\_\_\_  
Armando G. Villa, City Manager

\_\_\_\_\_  
Amir Fallahi, Principal

Attest:

\_\_\_\_\_  
Kay Vinson, Acting City Clerk

\_\_\_\_\_  
Keith G. Osborn, Principal

Approved as to Form:

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

[Corporation must have two signatures]

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services shall include CIP 23-02 Goetz Road/Vista Way Traffic Signal and Intersection Improvements (Civil Design Services) in the amount not to exceed **ONE HUNDRED SEVENTEEN THOUSAND NINETY FOUR DOLLARS AND ZERO CENTS (\$117,094.00)** as further detailed in the following page(s).





Engineering, Inc.

ENGINEERING  
LAND PLANNING  
SURVEYING

January 5, 2023

**CITY OF MENIFEE – FINANCE DEPARTMENT**

Attn: Jennifer Christoffersen  
29714 Haun Road  
Menifee, CA 92586

Subject: **PROPOSAL FOR PROFESSIONAL ENGINEERING AND DESIGN  
SERVICES FOR  
CIP 23-02 GOETZ ROAD-VISTA WAY TRAFFIC SIGNAL AND STREET  
IMPROVEMENTS PROJECT**

Dear Ms. Christoffersen and Selection Committee,

K&A Engineering, Inc. (K&A) is pleased to submit this proposal for providing professional engineering services for the design of approximately 1,100 linear feet (LF) of a widening for Goetz Road including a new traffic signal at Goetz Road and Vista Way. It is our understanding that the undergrounding of the exiting SCE overhead power lines will be performed by SCE at the 90% plan submittal stage.

This proposal will include preparation of alignment study, preparation of construction plans, subsurface utility investigation, cost estimates, bid schedule, technical specifications, and potholing.

K&A Engineering, Inc. is a Civil Engineering firm of 40 employees located at:  
357 N. Sheridan Street, Suite 117  
Corona, CA 92878  
Tel: (951) 279-1800, Fax: (951) 279-4280

We believe that our proximity to the City, our knowledge of the City of Menifee's requirements, standards and policies, as well as our longstanding excellent relationships with City Staff allows K&A to provide responsive attention to the City's needs. K&A Engineering, Inc. has been doing business in Menifee, California since 1998. K&A is financially stable with no pending litigation, planned office closures, or impending merger.

K&A Engineering, Inc. has in-house Survey Crews and anticipates teaming with the following sub-consultants for this project:

- Ultra Engineering – Potholing Services
- Utility Specialists – Dry Utility Coordination
- Linscott Law and Greenspan – Traffic Signal & Interconnect

K&A has been involved with the above sub-consultant on numerous prior jobs and had developed a strong relationship. All charges for sub-contract services shall be in the same amount as actually invoiced to and paid by K&A Engineering, Inc. plus a five percent (5%) mark-up.

357 N. Sheridan, Suite 117 • Corona, CA 92878 • TEL (951) 279-1800 • FAX (951) 279-4380 • [www.kaengineering.com](http://www.kaengineering.com)

January 5, 2023

**CITY OF MENIFEE  
CIP 23-02**

The cost of printing, 8 1/2"x11" sheets, mileage, telephone, mailing, and other similar expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of the hourly rate schedule, included in this proposal, and that there will be no additional charges.

We received the City's Request for Proposal via email on December 5, 2022. During the proposal evaluation period for this project, K&A's contact person will be:

Xavier Pfister, P.E.  
357 N. Sheridan St., Suite 117  
Corona, CA 92878  
Phone: (951) 279-1800 ext. 124, Fax: (951) 279-4380  
[xavierp@kaengineering.com](mailto:xavierp@kaengineering.com)

The attached proposal shall remain valid for a period of not less than 90 days from the date of the proposal due date (December 20, 2022), but further extensions may be made if agreed to by both the City of Menifee City Engineer and K&A Engineering, Inc.

Mr. Keith Osborn, P.E. and Mr. Amir Fallahi, P.E. are Principals for K&A Engineering, Inc. and are authorized to negotiate the contract.

K&A Engineering, Inc. is well qualified to provide the Civil Engineering services as required to produce the services requested in the RFP. We sincerely appreciate this opportunity to continue our long-standing relationship with the City of Menifee and to assist you in the successful completion of this important project. We look forward to meeting with you, at your convenience, to discuss this proposal and answer any questions you may have.

Sincerely,  
**K&A ENGINEERING, INC.**

A handwritten signature in blue ink, appearing to read 'Xavier Pfister', with a stylized flourish extending to the right.

Xavier Pfister, P.E.  
Project Manager

**SCOPE OF WORK**  
**PROGRAM**

**CITY OF MENIFEE  
CIP 23-02**

January 5, 2023

The following work activities will be needed in order to complete the project in timely and cost-effective manner. These activities are based upon the specific items identified within the RFP as well as K&A's experience working on prior projects of similar nature.  
The required work tasks are as follows:

**Task 1 – Project Management and Coordination**

A) Project Administration-

K&A will prepare necessary items and attend the Project Development Team (PDT) meetings with City Project Manager and other representatives from affected agencies on a monthly basis. We will prepare meeting agendas/progress reports, schedule, and minutes for each meeting. Afterward K&A will supply each attendee meeting's minutes within 5 days of the meeting. The distributed minutes will contain, at a minimum, items listed in the RFP.

B) Meetings & Submittals-

K&A team will monitor quality of the deliverables, calculations and will attend and supply the City with the following:

Meetings-

1. Kickoff Meeting
2. Monthly Project/progress meetings
3. 30% Preliminary Design Review Workshop
4. 60% Submittal Review
5. 90% Submittal Review
6. 100% Submittal Review

Submittals-

1. 30% Preliminary Design Submittal
2. 60% Submittal
3. 90% Submittal
4. 100% Submittal
5. Record Drawings

**Task 1 Deliverables**

These will include meeting agendas & minutes, monthly status reports, monthly updated project schedules, submittals and monthly invoices. K&A will follow the format as described and shown in the RFP.

**Task 2 – Research Existing Condition, Survey**

K&A will produce and provide the following:

A) Research-

K&A will perform the necessary research to establish and depict right-of-way, existing easement/s and street centerline if not included in the base map provided by the City. We will utilize existing improvement plans from City's and County's data base along with field observations to show locations of existing utilities and their appurtenances. Furthermore K&A's subconsultant will perform dry utility search and will prepare information request letters, on City's letterhead in order to limit fees and speed up the response time, as needed, to be sent out to those utility companies asking for their maps showing location of their utilities and any appurtenances. It is understood that the City will forward these dry utility maps to K&A once received.

B) Survey Coordination-

Per the RFP, survey has been completed by the City to be provided to K&A. It is assumed that any additional surveying will be provided and coordinated by one of the City's on-call survey consultants.

**CITY OF MENIFEE  
CIP 23-02**

January 5, 2023

C) Geotechnical Coordination-

Per the RFP, geotechnical work will be coordinated by the City with one of their con-call consultants. K&A will provide pavement coring locations and infiltration testing locations.

D) Utility Locating/Potholing-

K&A will prepare and provide potholing plans, based on the research defined above and approved preliminary design mentioned in Task 3 – Preliminary Design, to Ultra Engineering, the pothole contractor. Ultra Engineering will obtain the necessary encroachment permit from The City and coordinate with Underground Service Alert. Then it will set up necessary traffic control and commence work. Once finished it will compile a report, meanwhile K&A's survey crew will obtain boring locations. Both information will be used in the described below "Task 3 – Preliminary Design."

Based on the scope of work, K&A estimates that there will be 20 potholes needed. If required, additional potholes can be performed pending a change order.

Task 2 Deliverables will include summary of research findings including existing plans, dry utilities, pavement design (per Geotechnical report) and pothole report.

**Task 3 – Preliminary Design**

K&A will produce and provide the following:

A) 30% Preliminary Design-

Data gathered from above mentioned "Task 2" along with City supplied survey data will be combined, confirmed, and adjusted accordingly. K&A will then prepare Plan & Profile 30% design level plans showing right-of-way, existing easement(s), existing utilities, cross sections, traffic signal layout and proposed civil improvements as required by the City of Menifee.

K&A will perform a Preliminary Design review with the City and will proceed to "Task 4" utilizing comments and suggestions derived from the review workshop. If at this time it is determined that wet or dry utilities need to be relocated, K&A and our subconsultant, Utility Specialists, can perform this work. We have added optional tasks for this work if needed.

Task 3 Deliverables will include conceptual Plan & Profile plans.

**Task 4 – Final Engineering and Preparation of Construction Contract Documents**

K&A will produce and provide the following:

A) Water Quality Management Plan-

K&A will prepare a Water Quality Management Plan (WQMP) per the Santa Ana River Watershed Transportation Project Guidance to the maximum extent practicable and incorporate water quality elements into the project design. K&A shall coordinate with the City of Menifee for permanent water quality control devices that are proposed to be included in the project.

**CITY OF MENIFEE  
CIP 23-02**

January 5, 2023

**B) Plan and Technical Specification Preparation (60%, 90%, 100% and Final)-**

K&A will prepare plans based on previously approved alignments (Task 3 -Preliminary Design), pothole results report, and geotechnical recommendations. The plans will be prepared using 1"=20' horizontal (per RFP) and 1"=4' vertical scale, AutoCAD 2018 format, showing information in accordance with City's requirements and standard, and include demolition details, pothole data and any other necessary information in order to clearly depict the design to the contractor. Details will also be included for ADA ramps and associated improvements.

Plans will be submitted to the City and County for review and comment at the 60, 90%, 100% and final Mylar stages.

K&A will prepare and submit technical specifications in conformance with Green Book Special Provision using City provided template. These specifications will be provided, in a digital and PDF format, to the City for review and comment at 60%, 90%, 100% and final stages.

**C) Traffic Signal Plan (60%, 90%, 100% and Final)-**

Traffic Signal plans will be prepared by K&A's subconsultant Traffic Engineer and will be submitted to the City for review and comment. The plans will be prepared using 1"=20' horizontal scale (per RFP).

**D) Traffic Signal Interconnect Plan (60%, 90%, 100% and Final)-**

Traffic Signal Interconnect plans will be prepared by K&A's subconsultant Traffic Engineer and will be submitted to the City for review and comment. The plans will be prepared using 1"=20' horizontal scale (per RFP).

If signal timing plans are requested, they can be prepared and submitted to the City. We have added an optional task for this work if needed.

**E) Traffic Signing and Striping Plan (60%, 90%, 100% and Final)-**

Traffic Signing and Striping plans will be prepared by K&A's subconsultant Traffic Engineer and will be submitted to the City for review and comment.

**F) Engineer's Construction Cost Opinion (60%, 90%, 100% and Final)-**

K&A will prepare and provide our construction cost estimates based on quantity takeoff, similar prior projects and recent bid results. K&A will utilize City's standard Bid Schedule and payment template.

**G) Dry Utility Relocation Coordination-**

Based upon the preliminary design, K&A's dry utility subconsultant, Utility Specialists shall coordinate with the respective utility agency to determine the extent of any dry utilities to be relocated. SCE pole undergrounding per RFP not included in this task.

**H) Wet Utility Relocation Coordination-**

Based upon the preliminary design, K&A will coordinate wet utility relocations as needed with the respective utility agency.

**CITY OF MENIFEE  
CIP 23-02**

January 5, 2023

Task 4 Deliverables will include 60%, 90%, 100% and Final submittal plans for the Street Improvements, Traffic Signal, and Signing and Striping. In addition it will include Technical Specifications and Engineer's Construction Cost Opinion.

**Task 5 – Optional Bidding Services**

K&A will assist the City with the following optional tasks at the City's discretion:

A) Bidding Phase Support-

K&A will assist the City and provide bid support and clarification on as needed basis for questions that may arise during the bidding process. This may include attending a pre-bid meeting/field walk if desired by the City.

B) Conformed Plans and Specifications-

Revised plans and/or specification to reflect changes made during the bidding process.

**Task 6 – Optional Engineering Construction Services**

K&A will assist the City with the following optional tasks at the City's discretion:

A) Engineering Support-

1. Address and provide responses to up to five (5) Requests for Information (RFI's) from the contractor.
2. Prepare and provide supplementary sketches and details, on an as required bases, to resolve any construction problems that may be encountered.
3. Review and provide recommendations to change orders,
4. Attend two (2) meetings. A pre-construction meeting and one additional site visit during construction.

B) Submittal Review-

Assist the City in review of shop drawing submittals for completeness and conformance with the Contract Documents.

C) Record Documents-

Prepare As-Built Record documents based on contractor mark-ups.

**Task 7 – Optional Services**

K&A will assist the City with the following optional tasks at the City's discretion:

A) Offsite Temporary Construction Easements-

Prepare up to two (2) offsite temporary construction easements for City to coordinate with private property owners.

B) Signal Timing Plan-

K&A's Traffic Engineering subconsultant, LLG, shall prepare one traffic signal timing plan for review and approval by the City.

**CITY OF MENIFEE  
CIP 23-02**

January 5, 2023

**Summary:**

While it is sometimes difficult to foresee all the project's constraints and needs, K&A Engineering's team, and our team of Sub-Consultants, are committed to provide quality service and creating a successful project.

**Assumptions**

The following assumptions have been made in order to arrive at project's scope of work and related fee proposal.

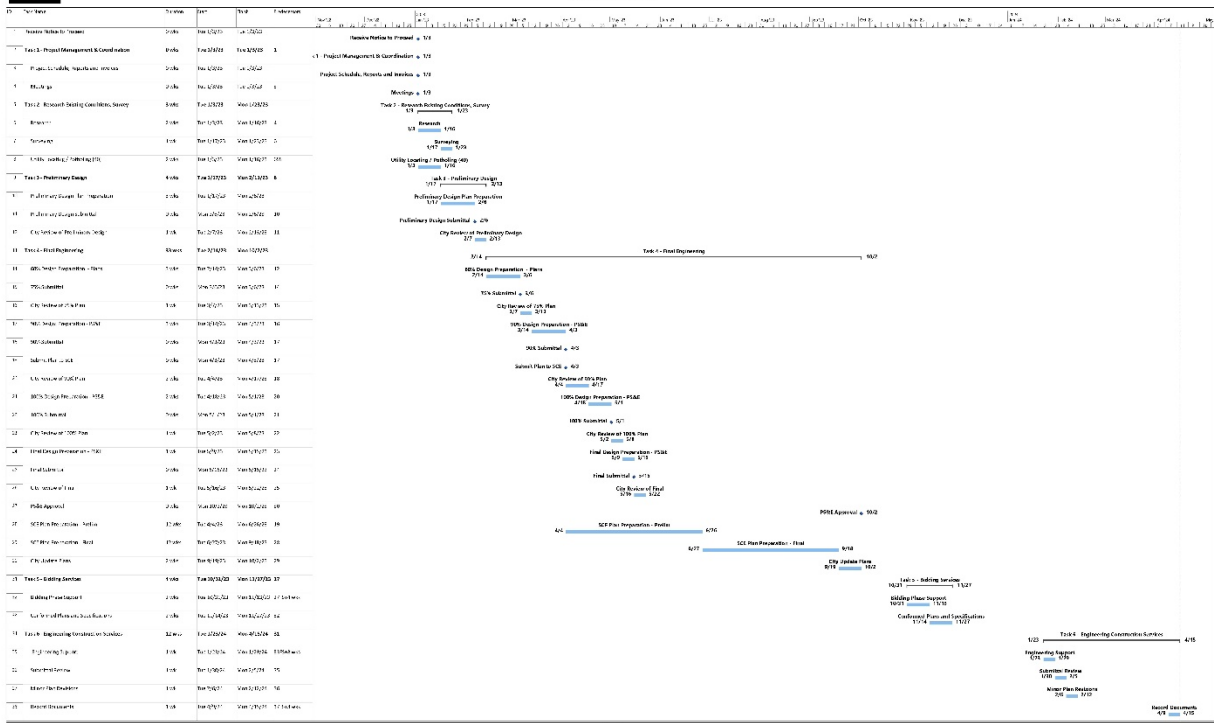
1. We have assumed that the City will make available the various reports, improvement plans, and GIS files (& data) on file at the City that may be required for this design at no cost to the Consultant.
2. It is assumed that the encroachment permit will be issued as a no-fee permit for Potholing Services as this is a City of Menifee project.
3. Potholing services, this proposal assumes that the pothole will be backfilled with the spoil material and the top 6-inches of the excavation (approximately 8-inches in diameter) will be filled with native material, Cold Mix Asphalt or Rapid Set Concrete. This proposal does not include Grinding or "T-capping" the excavation.
4. Services not identified in Task 1 through Task 7 shall be considered as additional services and shall be provided on a time and materials basis, based upon the agreed Hourly Rate Schedule.



**PROJECT SCHEDULE**



CP 23 02  
Core7 Road Improvement Project  
Design Phase Schedule



**PROJECT COST PROPOSAL**



Engineering, Inc.

ENGINEERING  
LAND PLANNING  
SURVEYING

**CITY OF MENIFEE – FINANCE DEPARTMENT  
FEE SUMMARY FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES  
FOR  
CIP 23-02 GOETZ ROAD-VISTA WAY TRAFFIC SIGNAL AND STREET  
IMPROVEMENTS PROJECT**

The proposed services, as identified in the fee summary below, will be provided for engineering fees which will be based upon the hours spent on the project, billed at the hourly rates listed on the attached rate schedule. For budget purposes, we estimate the fees for these services to be in the amounts shown below, **total not to be exceeded** unless authorized in writing by the City of Menifee.

**Base Engineering Services**

Task 1	Project Management and Coordination	\$ 7,185
Task 2	Research Existing Conditions & Survey	\$ 29,269
Task 3	Preliminary Design	\$ 6,660
Task 4	Final Engineering & Preparation of Construction Documents PS&E	\$ 73,480
	Reimbursables	\$ 500
	<b>Total Base Engineering Services:</b>	<b>\$ 117,094</b>

**Optional Engineering Services**

Task 5	Optional Bidding Services	\$ 4,280
Task 6	Optional Engineering Construction Services	\$ 9,760
Task 7	Optional Additional Services	\$ 8,800
	<b>Total Base &amp; Optional Engineering Services:</b>	<b>\$ 139,934</b>

A detailed manhour matrix with estimated hours for each task, along with K&A Engineering, Inc. hourly fee schedule, is included.

357 N. Sheridan, Suite 117 • Corona, CA 92878 • TEL (951) 279-1800 • FAX (951) 279-4380 • [www.kaengineering.com](http://www.kaengineering.com)

Scope of Work Tasks		K&A ENGINEERING, INC.												TOTAL FEE
Labor Category	Project Manager	Designer	CAD Technician	Office Surveyor	Office Survey Technician	Two-Person Survey Crew Prevailing wage rate	Total Hours	Labor Cost	Pothole Services Ultra Engineering	Traffic Engineering Linscott Law and Greenspan	Dry Utility Services Utility Specialists	Subconsultant Total + 5% Mark-Up		
Hourly Rate	185	135	130	185	140	295								
TASK 1 - Project Management and Coordination														
Subtask 1A Project Administration	12						12	2,220					2,220	
Subtask 1B Meetings & Submittals	24						24	4,440		500		525	4,965	
Sub-Total Task 1	36	0	0	0	0	0	36	6,660	0	500	0	525	7,185	
Task 2 - Research Existing Conditions & Survey														
Subtask 2A Research	2	4	8				14	1,950			1000	1,050	3,000	
Subtask 2B Survey Coordination	2	2					4	640					640	
Subtask 2C Geotechnical Coordination	2	4					6	910					910	
Subtask 2D Utility Locating / Potholing (20 potholes)	2		4		2	8	3,530	20,180				21,189	24,719	
Sub-Total Task 2	8	10	8	0	0	0	24	7,030	20,180	0	1,000	22,239	29,269	
Task 3 - Preliminary Design														
Subtask 3A 30% Preliminary Design	2	8	32					5,610			1000	1,050	6,660	
Sub-Total Task 3	2	8	32	0	0	0	0	5,610	0	0	1,000	1,050	6,660	
Task 4 - Final Engineering & Preparation of Construction Docs														
Subtask 4A Water Quality Management Plan	4	32					36	5,060					5,060	
Subtask 4B Plan and Technical Spec Preparation	8	80	100				188	25,280			1500	1,575	26,855	
Subtask 4C Traffic Signal Plan								0		9500	3500	13,650	13,650	
Subtask 4D Traffic Signal Interconnect Plan								0		3000		3,150	3,150	
Subtask 4E Traffic Signing and Striping Plan								0		3000		3,150	3,150	
Subtask 4F Engineer's Construction Cost Opinion (All phases)	2		8					1,410		500		525	1,935	
Subtask 4G Dry Utility Relocation							0	0			10000	10,500	10,500	
Subtask 4H Wet Utility Relocation	4	24	40				68	9,180					9,180	
Sub-Total Task 4	18	136	148	0	0	0	292	40,930	0	16,000	15,000	32,550	73,480	
Reimburseables								500					500	
TOTAL HOURS AND BASE FEE	64	154	188	0	0	0	352	60,730	20,180	16,500	17,000	56,364	117,094	
Task 5 - Optional Bidding Services														
Subtask 5A Bidding Phase Support	4	4					8	1,280		500	500	1,050	2,330	
Subtask 5B Conformed Plans and Specifications	2	4	8				14	1,950					1,950	
Sub-Total Task 5	6	8	8	0	0	0	22	3,230	0	500	500	1,050	4,280	
Task 6 - Optional Engineering Construction Services														
Subtask 6A Engineering Support	4	8					12	1,820		2500	2500	5,250	7,070	
Subtask 6B Submittal Review	4	4					8	1,280					1,280	
Subtask 6C Record Documents	2		8				10	1,410					1,410	
Sub-Total Task 6	10	12	8	0	0	0	30	4,510	0	2,500	2,500	5,250	9,760	
Task 7 - Optional Additional Services														
Subtask 7A Offsite Temporary Construction Easements	2	4			2	8	16	3,550					3,550	
Subtask 7B Signal Timing Plan							0	0		5000		5,250	5,250	
Sub-Total Task 7	2	4	0	0	2	8	16	3,550	0	5,000	0	5,250	8,800	
Reimburseables													0	
TOTAL OPTIONAL HOURS AND OPTIONAL FEE	18	24	16	0	2	8	68	11,290	0	8,000	3,000	11,550	22,840	

**CITY OF MENIFEE**  
2022 to 2026



- ☒ Civil Design Services  
☐ Grant Writing and Grant Administration Services

**HOURLY RATES FEE SCHEDULE**

Please provide detailed Hourly Rates for each staff position and any other incidental or additional costs required in the spaces provided below to complete the Scope of Work requirements.

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140. Project Consultant - \$125, Research/Support Staff - \$85.

SPECIALTY	TITLE & DESCRIPTION	HOURLY RATE (\$)				
		YEAR 1 (2021/22)	YEAR 2 (2022/23)	YEAR 3 (2023/24)	YEAR 4 (2024/25)	YEAR 5 (2025/26)
CIVIL ENGINEERING	PRINCIPAL	\$200	\$200	\$200	\$210	\$210
CIVIL ENGINEERING	DEPARTMENT HEAD	\$200	\$200	\$200	\$210	\$210
CIVIL ENGINEERING	PROJECT MANAGER	\$185	\$185	\$185	\$195	\$195
CIVIL ENGINEERING	PROJECT ENGINEER	\$165	\$165	\$165	\$175	\$175
CIVIL ENGINEERING	DESIGN ENGINEER	\$140	\$140	\$140	\$150	\$150
CIVIL ENGINEERING	DESIGNER	\$135	\$135	\$135	\$145	\$145
CIVIL ENGINEERING	CADD TECHNICIAN	\$130	\$130	\$130	\$140	\$140
CLERICAL	DATA PROCESSING	\$ 90	\$ 90	\$ 90	\$ 95	\$ 95
SURVEY	OFFICE SURVEYOR	\$185	\$185	\$185	\$195	\$195
SURVEY	OFFICE SURVEY TECH	\$140	\$140	\$140	\$150	\$150
SURVEY	ONE-PERSON CREW (PREVAILING WAGE)	\$190	\$190	\$190	\$200	\$200
SURVEY	TWO-PERSON CREW (PREVAILING WAGE)	\$295	\$295	\$295	\$305	\$305
SURVEY	THREE-PERSON CREW (PREVAILING WAGE)	\$330	\$330	\$330	\$340	\$340


**LIST ALL ANTICIPATED REIMBURSABLE COSTS**

REIMBURSABLE COST DESCRIPTION	AMOUNT (at cost)
PLAN REPRODUCTION	ACTUAL COST
XEROX	ACTUAL COST
MYLARS	ACTUAL COST
DELIVERY CHARGES	ACTUAL COST
MILEAGE	IN ACCORDANCE WITH CURRENT FEDERAL LAW

**Note:** List all equipment hourly rate on a separate sheet as needed.

City reserves the right to negotiate this price on a project-by-project basis.

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- ☒ The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- ☒ The Proposal provided reflects any additional addendum(s) issued with respect to this RFQ.
- ☒ My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Meniffee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.