

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 22-24: CIVIC CENTER PARKING LOT PROJECT DESIGN SERVICES (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”) SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 16th day of March, 2022 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina 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 **March 16, 2022** and shall end on **June 30, 2023** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

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

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

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

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

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

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **TWO HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED SIX DOLLARS AND ZERO CENTS (\$235,106.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

g. The Consultant Representative's signature.

Invoices shall be submitted to:

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

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

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

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

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

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

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

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

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

SECTION 3. FACILITIES AND EQUIPMENT.

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

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

SECTION 4. INSURANCE REQUIREMENTS.

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

4.3 Professional Liability Insurance.

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

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

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

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

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

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

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

4.4 All Policies Requirements.

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

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 22-24: CIVIC CENTER PARKING LOT PROJECT DESIGN SERVICES (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E"))**. 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 Kari Cano ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

Kimley-Horn and Associates, Inc.
Attn: Kari Cano
3880 Lemon Street, Suite 420
Riverside, CA 92501

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

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Carlos Geronimo, Sr. Civil Engineer

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

CITY OF MENIFEE

CONSULTANT

DocuSigned by:



A96907ED91464C0...

Armando G. Villa, City Manager

DocuSigned by:



7649C288AE7048C...

Brian Gillis, Vice President

Attest:

DocuSigned by:



E7870041604C481...

Stephanie Roseen, Acting City Clerk

DocuSigned by:



34CEFD9E1C7D47E...

Leo Espelet, Assistant Secretary

Approved as to Form:

DocuSigned by:



DABE8686180C4BB...

Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Services shall include Civil Design, Plans, Specifications, and Estimate (“PS&E”) Services for CIP 22-24: Civic Center Parking Lot Project in the amount not to exceed **TWO HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED SIX DOLLARS AND ZERO CENTS (\$235,106.00)** as further detailed in the following page(s)



February 18, 2022

Margarita Cornejo
Finance Department (Purchasing)
City of Menifee
29844 Haun Road,
Menifee, CA 92586

Re: CIP 22-24: CIVIC CENTER PARKING LOT PROJECT

Dear Ms. Cornejo:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Menifee ("City") for providing Civil Design Plans, Specifications, and Estimate ("PS&E") for the Civic Center Parking Lot project.

PROJECT UNDERSTANDING

The new Civic Plaza is located at the northwest corner of Town Center Drive and City Hall Drive. The area surrounding the site includes existing retail, hotel, future Court House, residential developments, Central Park, and the proposed Central Park Amphitheater. It is anticipated that with the completion of the amphitheater and the other amenities in the vicinity of the site, limited parking will be a challenge for residents and visitors alike. The parking lot of the future City Hall is planned to address the parking challenge, especially for large events at Central Park. The proposed parking lot will accommodate at least 330 parking stalls and will account for the future City Hall with minimal throw away improvements. The parking lot improvements will include lighting, standard and accessible parking, landscape and irrigation and stormwater treatment. The project is included in the Town Center Development Environmental Impact Report (EIR) that was previously approved. The City will file a Notice of Determination (NOD) to comply with its CEQA requirements. The project is still subject to preconstruction Burrowing Owl surveys, tribal monitoring, and MSHCP compliance.

Design of the project is expected to be completed within 7-months after Notice to Proceed.

AutoCAD 2020 will be used for all base files and deliverables within this scope.

Kimley-Horn will contract with the following subconsultants:

- Sampo Engineering, Inc – Field Topographic Survey, Boundary Mapping
- Ninyo & Moore – Geotechnical Exploration
- ELMT Consulting - Biological Resources
- BCR Consulting - Cultural Resources and Paleontology
- Architect - To be added post-award of contract

kimley-horn.com

401 B Street, Suite 600, San Diego, CA 92101

619 234 9411



SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1: PROJECT MANAGEMENT

Task 1.1 – Project Administration, Coordination and Meetings

Kimley-Horn will coordinate with our subconsultants. We will review subconsultant team contracts and deliverables and perform prevailing wage monitoring and compliance during the subconsultants prevailing wage activities for the project. Kimley-Horn will develop a project schedule at the start of the project and will review and update it as necessary. Kimley-Horn will track and manage the scope of services with respect to the agreed-upon schedule. We anticipate the total duration of this scope of services (Tasks 1-6) to be approximately 7 months. Kimley-Horn will coordinate with the City for the duration of the project, including phone calls and/or site and office meetings to discuss specific project related items. Kimley-Horn estimates four (4) meetings, including a project kick-off meeting, will be necessary for this project. It is assumed that each meeting will be one (1) hour in duration, require up to two (2) hours of preparation, and will have up to two (2) Kimley-Horn team members in attendance. The following are additional anticipated tasks:

- Attend one (1) kick-off meeting
- Coordinate meetings, prepare agendas, prepare meeting minutes and actions items
- Conduct other project management activities, such as value engineering and construction feasibility as needed to keep the project within schedule and budget
- Maintain an action item matrix that will be used to track action items, responsible parties identified throughout the duration of the project.

Kimley-Horn will provide prevailing wage monitoring and compliance in accordance with the City's Labor Compliance Monitoring Program. It is assumed that the level of effort for this task will include up to eight (8) hours of a qualified staff member.

Deliverables

- One electronic copy of the monthly invoices in accordance with contract requirements (PDF Format)
- One electronic copy of the Meeting minutes (Email Format)
- One electronic copy of the project schedule (PDF Format)

Assumptions

- We estimate the total duration of this task to be approximately 7 months.

Task 1.2 – Southern California Edison (SCE), Eastern Municipal Water District (EMWD) and the Riverside County Flood Control District (RCFCD) Coordination

The Kimley-Horn team will coordinate with SCE to obtain the service point connections and equipment enclosure, and conflict review and resolution within the project limits. Kimley-Horn will develop load calculations for parking lot lights to provide to SCE.

The Kimley-Horn team will coordinate with EMWD for the recycled water line design, service point of connection, meter sizing and to ensure that there are no conflicts along with other utility related impacts. Water demand for irrigation will be identified on the irrigation plans. Recycled water will be designed in accordance with EMWD standards.



Kimley-Horn will assist the City in coordinating with RCFCD during design of the proposed storm drain facilities, drainage analysis and connection to existing facilities.

For budgeting purpose, this task includes up to 20 hours for Kimley-Horn staff to provide this coordination during the design of the project.

Assumptions

- Require one (1) hour of Kimley-Horn staff preparation time for agendas, sign-in sheets, and graphics.
- Last up to one (1) hour and have up to two (2) Kimley-Horn staff in attendance.
- Require up to two (2) hours of Kimley-Horn staff time to prepare, quality control review, and distribute meeting summaries.

TASK 2: RECONNAISSANCE AND FIELD SURVEY

Task 2.1: Topographic Survey and Boundary Mapping

Kimley-Horn team will retain the services from Sampo Engineering to perform field topographic survey and boundary mapping. The limits of the field survey will be performed within the proposed site as shown in the sites exhibits provided as part of the RFP.

The field survey will include the following:

- Road cross sections every 25' including top of curb, flow line, lip of gutter, grade breaks, parkway, sidewalk widths
- Locations of material change
- Above ground utilities, fences, driveways, pull boxes, irrigation equipment, light poles, power poles, landscaping (tree sizes), drainage structures, signs, utility vaults and base. Curb inlets with TC and flowlines at corners
- All grade breaks and landing locations for accessible ramps
- Dip up to five (3) gravity structures (sewer and storm)
- Existing lane striping and utility mark-outs
- Mapping will include researching and obtaining relevant land and survey records, field locating existing right-of-way, street centerline, well monuments, corner monuments, and delineating the existing street right-of-way.
- The basis of coordinates for this survey will be NAD 83 / CCS83 and the vertical datum will be on NAVD 88.

Deliverables:

- Survey Files – existing surface and boundary lines (AutoCAD file (2020 version))

Task 2.2: Utility Research and Mapping

The Kimley-Horn team will obtain readily-available dry utility facility maps and record drawings from the City, EMWD and other utility providers operating within the project area and create an existing wet and dry utility base map to be used as a basis of design. Known wet utility types, sizes, materials and as-built drawing numbers will be added to the wet utility base map in an AutoCAD file for distribution to the design team. Kimley-Horn will coordinate with the City to obtain appropriate contact information utility providers within the area and will send utility request letters and create a matrix to file existing dry utility information throughout the project site. Known dry utility types, sizes, and materials will be added to the dry utility base map in an AutoCAD file for distribution to the design team. Dry utility infrastructure research will be limited to the project limits described in the project understanding.

Deliverables

- Wet and Dry Utility Base Map (AutoCAD 2020).
- Facility Maps obtained from Utility Providers available upon request.
- Utility notification letters (and responses) available upon request.

Assumptions

- City to provide record drawings.
- Utility request letters will be on City letterhead.
- Utility companies may take more than two (2) months to respond to record drawing request letters that would result in schedule impacts out of Kimley-Horn's control.
- Profiles of existing pipes are excluded from the dry utility base mapping effort. AutoCAD drawings will depict plan information only.
- It is possible that existing utilities that have been abandoned may not be properly indicated in record drawing information. There are instances that fiber optics lines or abandoned storm lines are discovered during construction. The team will map pertinent infrastructure on records files obtained.

Task 2.3: Field Verification

Up to two (2) Kimley-Horn staff will field verify the base map and utility locations based on field conditions. Field notes and pictures will be taken to supplement design and document discrepancies. Discrepancies will be corrected as reasonably necessary.

Deliverables

- Site photos and field notes available upon request.

Task 2.4: Geotechnical Engineering

Kimley-Horn will contract with Ninyo & Moore who will provide a geotechnical study for the project. The geotechnical services will include two (2) shallow borings (5'-10') to determine infiltration rates, R-Values for pavement recommendations that will be used for the design of the parking lot.

The geotechnical investigations will include the following:

- Reviewing background information including available geotechnical reports, topographic maps, geologic maps, fault maps, and aerial photographs.
- Performing a geologic reconnaissance to observe existing site surface conditions and to mark the proposed boring locations. Underground Service Alert (USA) will be contacted for clearance of the existing underground utilities at the proposed boring locations.

- Acquiring an encroachment permit through the City of Menifee.
- Drilling, logging, and sampling eight small-diameter exploratory borings to depths ranging from approximately 5 to 10 feet (or refusal) using a truck-mounted drill rig and manual techniques. The borings will be logged and sampled by Ninyo & Moore personnel. Soil samples will be secured at selected intervals from within the borings and will be transported to our in-house geotechnical laboratory for analysis.
- Converting the two (2) shallow borings at depths of approximately 5 and 10 feet into infiltration test borings. Field infiltration testing is a two-day process that involves one day of test hole preparation and a second day for the performance of the test itself.
- Performing geotechnical laboratory testing on representative samples collected from our exploratory borings to evaluate soil characteristics and design parameters such as R-value.
- Compiling and performing an engineering analysis of the data obtained.
- Preparing a preliminary geotechnical report providing our conclusions and recommendations regarding the geotechnical aspects of the site as they pertain to the proposed site improvements. The report will also include a Log of Test Borings.

Deliverables

- One electronic copy of the Draft and Final Geotechnical Report.
- One hard copy of the Final Geotechnical Report.

Assumptions

- Site access for Ninyo & Moore staff and vehicles will be granted and the site can be accessed during normal working hours (Monday through Friday, 8:00 am to 5:00 pm).
- Traffic Control Plans will not be required for work within the site.
- Fees for the encroachment permit will be waived by the City of Menifee.
- After completion of our infiltration testing, the borings will be surface patched using rapid-set concrete.
- Environmental sampling and testing of the subsurface soils and groundwater is not included within the scope of this proposal. A detailed cost for these services, if needed, may be provided upon your request.

TASK 3: 30% PRELIMINARY ENGINEERING (MILESTONE 1)**Task 3.1 – Conceptual Floor Plan and Parking Lot Layout Alternatives**

Upon completion of the survey and base mapping, the Kimley-Horn team will develop up to two (2) conceptual layouts of the first-floor of the City Hall building based on the space needs assessment with a focus on the ingress/egress routes and other structures required for the City Hall building to provide enough space, grades, separation between the proposed City Hall and the proposed parking lot. Kimley-Horn will develop parking lot layout based on the floor plan layouts.

Deliverables

- One electronic copy of the Conceptual Floor Plan and Parking Lot Layout Alternatives (PDF Format).



Task 3.2 – Prepare 30% Layout Design

Based on City preferred parking lot design layout, Kimley-Horn will prepare a 30% layout design illustrating the proposed horizontal layout of the parking lot including turning movements, preliminary grading, ADA access, striping, fire hydrants, preliminary parking lot lighting pole placements, proposed storm drain and potential water quality improvements. The layout will also be based upon field observations, data collection and our understanding and feedback from the kick-off meeting. The design will be based on the following standards: City of Menifee Public Works Standard Plans, City of Menifee Special Provisions, Standard Specifications (Greenbook 2018 edition), Caltrans Standard Plans 2018 edition, Caltrans Standard Specifications 2018 Edition, Caltrans Highway Design Manual and the 2014 California Manual on Uniform Traffic Control Devices (CA-MUTCD). The following plans will be prepared for this submittal:

Sheet Description		Max No. of Sheets	Scale
1	Title Sheet	1	NTS
2	Legend, Abbreviations, General Notes Sheets	2	NTS
3	Key Map	1	TBD
4	Preliminary Grading and Site Layout Plans	3	1" = 20'
Total No. of Sheets		7	

Assumptions

- Portable water, sewer, mechanical and electrical capacity studies and design are not included as part of this scope but can be added as an additional service.

Task 3.2: Preliminary Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will prepare a preliminary OPCC that will be presented to show the proposed bid items, unit prices, contingencies, and an overall cost. Unit costs will be based on readily available bid results from previous Kimley-Horn projects, Caltrans bid results of projects of similar size and readily available source data provided by the City.

Task 3.3: Preliminary Drainage Analysis

Kimley-Horn will perform a preliminary hydrology and hydraulics analysis for the preliminary design in a manner than conforms to the *Riverside County and Water Conservation District Hydrology Manual*. The purpose of the preliminary analysis will be to identify drainage facility locations and sizes for facilities such as drainage inlets, conveyance systems, and detention facilities. Additionally, connection points to existing stormwater facilities will be identified. Further, water quality facilities will be preliminarily located, sized and incorporated into the overall design.

Assumptions

- A Drainage report will not be submitted as part of this submittal.

Task 3.4: Potholing

Kimley-Horn will contract with C-Below who will perform pothole survey for utilities reasonably determined to be in potential conflict with the proposed improvements, up to three (3) potholes. C-Below will prepare a Pothole Data Report identifying the location, depth, material and size of utilities in question.



Task 3.5: Quality Assurance/Quality Control (QA/QC)

Kimley-Horn will perform an on-going quality assurance/quality control review of documents prepared under this task.

TASK 4: ENVIRONMENTAL SUPPORT

Task 4.1: Notice of Determination (NOD)

Kimley-Horn will prepare the NOD, as provided by the Governor's Office of Planning and Research, for the City's review and use. Kimley-Horn assumes that the City will file the NOD with the County Clerk and handle any filing/noticing fees.

Task 4.2: Archaeological Monitoring Plan/Review of Tribal Material

Prior to the issuance of any grading permit, the project archaeologist will draft Archaeological Monitoring Plan (AMP) to address the details, timing, and responsibility of all archaeological and cultural activities to occur on the project site. The AMP will be prepared in consultation with consulting tribes, the applicant/contractor, and the City. It will summarize:

- The grading and development schedule
- The need for cultural resources worker sensitivity training (see assumptions below)
- Protocols for inadvertent discoveries of cultural materials.

During this task, BCR Consulting will be available to review any tribal monitoring materials prepared by participating tribes.

Deliverables

- One electronic copy of the Archaeological Monitoring Plan (PDF Format)

Assumptions

- Pre-grade Conference and Sensitivity Training will be provided as an optional task.
- Archaeological Monitoring will be provided as an optional task.
- Archaeological Report will be provided as an optional task.

Task 4.3: Burrowing Owl Suitability Assessment

A preliminary review of the Western Riverside County Regional Conservation Authority (RCA) Multiple Species Habitat Conservation Plan (MSHCP) Information Map determined that the project site is not located within any designated Criteria Cells or Conservation Areas. Further, it was determined that the project site is only located within the designated survey area for burrowing owl (*Athene cuicularia*).

ELMT will systematically survey the project site to document baseline conditions from which to evaluate the site's potential to provide suitable habitat for burrowing owl. Areas providing potential habitat for burrowing owls will be surveyed for suitable burrows, consisting of natural and non-natural substrates in areas with low, open vegetation on and within 500 feet of the project site, where accessible. Any burrows, if encountered, will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains.

The detailed assessment will be made to determine the presence or absence of suitable habitat for burrowing and will determine if focused surveys will be required under the MSHCP. In accordance with

the MSHCP, if the project site is determined to provide suitable habitat for burrowing owl (e.g., burrows >4 inches in diameter, ground squirrel burrows), the MSHCP requires that a burrowing owl focused survey be conducted during the breeding season, which consist of at least four (4) site visits before August 31st.

Following the completion of the field investigation, a letter report will be prepared that includes a summary of the methods, conditions, and results of the survey. An exhibit depicting the project site and survey area will be included in the report that will also include the location of any suitable burrow(s) that could potential be used by burrowing owl, if found. The final report will be sufficient to make the appropriate determine if a burrowing owl focused survey will be required for compliance with the MSHCP.

Deliverables

- One (1) electronic copy of the Burrowing Owl Suitability Assessment report for review and comment (PDF Format). This scope of work assumes one (1) round of internal response to comments, and updates to the report as needed.

Task 4.4: MSHCP Compliance

ELMT will provide technical support to determine the project's consistency with the MSHCP. ELMT will support the project applicant to determine consistency with Sections 6.1.2, 6.1.3, 6.1.4, and 6.3.2 analysis of the MSHCP.

Task 4.5: Pre-Construction Burrowing Owl and Nesting Bird Clearance Survey

A 30-day pre-construction burrowing owl and nesting bird clearance survey will be conducted for year-round and seasonal avian residents, as well as migrating songbirds and raptors (focusing on burrowing owl) that could occur in the area prior to any ground disturbing activities to avoid direct take of burrowing owls and nesting birds, in accordance with the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan Areas. The biologist will walk transects in suitable habitat on and within 150 meters (500 feet) of the project impact zone, where applicable. Walking transects will be spaced approximately 20 meters (65 feet) apart or less to ensure 100% visual coverage of all areas. Suitable burrows/sites or nests, including rock piles and non-natural substrates, will be thoroughly examined for signs of presence and all burrows encountered will be examined for shape, scat, pellets, feathers, tracks, and prey remains. All trees, shrubs, and ground dwellings will be searched for the possible presence of avian nests. The locations of remnant/occupied burrows and nests, or sign will be documented using a handheld GPS unit.

Immediately following the completion of the pre-construction burrowing owl and nesting bird clearance survey, ELMT will provide an email documenting the results of the survey. A letter report will then be prepared within three (3) working days that includes a summary of the methods, conditions, and results of the survey. An exhibit depicting the project site and survey area will be included in the report that will depict the location of any occupied or remnant burrow/nest, if found.

If the results of the survey indicate that no burrowing owls are present on-site, then the project may move forward with development. However, if the biologist finds an occupied burrowing owl burrow or active avian nest during the clearance survey, the location will be recorded with a handheld GPS device and a no-disturbance buffer will be established around the active nest until the young have fledged, and there is no evidence of a second attempt at nesting during the same year. The size of the no-disturbance buffer will be determined by the biologist, and will depend on the level of noise and/or surrounding disturbances, line of sight between the nest and the construction activity, ambient noise,



and topographical barriers. These factors will be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest will be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel will be instructed on the sensitivity of nest areas. If burrowing owls are observed onsite and the active burrows cannot be avoided, a relocation plan will need to be written, approved by CDFW and the Western Riverside County Regional Conservation Authority (RCA), and implemented prior to development. This scope of work does not cover the costs associated with setting up a no-disturbance buffer, biological monitoring, or preparing a burrowing owl relocation plan. If needed, a separate scope will be provided.

Deliverables

- One (1) electronic copy of the Pre-Construction Burrowing Owl and Nesting Bird Clearance Survey Report (PDF Format).

Task 4.6: Quality Assurance/Quality Control (QA/QC)

Kimley-Horn will perform an on-going quality assurance/quality control review of documents prepared under this task.

TASK 5: 60% AND 90% PS&E SUBMITTALS (MILESTONE 2)

Task 5.1: 60% and 90% Plans

Kimley-Horn will prepare 60% and 90% plans identified below for the City's review based on comments provided at the 30% Preliminary Engineering (Task 3). The final design will be based upon the preferred parking lot layout. Kimley-Horn will provide written responses to the City's single set of consolidated, non-conflicting comments. Kimley-Horn will attend one (1) meeting with the City to review comments and resolve reasonable outstanding issues. Kimley-Horn's design will consist of the following sheets:

Sheet Description		Max No. of Sheets	Scale
1	Title Sheet	1	NTS
2	Legend, Abbreviations, General Notes Sheets	2	NTS
3	Key Map	1	NTS
4	Grading and Site Layout Plans	3	1" = 20'
5	Construction Details	2	NTS
6	Storm Drain and BMP Plans and Profiles	4	1" = 20'
7	Storm Drain and BMP Details	2	NTS
8	Driveway and ADA Staking Details	2	1" = 5'
9	Recycle Water Plans	3	1" = 20'
11	Landscape Plans, Notes and Details	6	1" = 20'
12	Irrigation Plans, Notes and Details	6	1" = 20'
13	Electrical Plans, Notes and Details	3	1" = 40'
14	Parking Lot Sign and Pavement Marking Plans, Notes and Details	3	1" = 40'
15	Water Pollution Control Plans	3	1" = 40'
Total No. of Sheets		39	



Task 5.2: 60% and 90% Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will update the preliminary OPCC for the 60% and 90% submittals that will be presented to show the proposed bid items, unit prices, contingencies, and an overall opinion of cost.

Task 5.3: 90% Standard Special Provision/Specifications

Kimley-Horn will prepare standard special provisions/specifications for the 90% submittal. The special provisions will refer to the 2018 standard specifications for Public Works Construction (Greenbook) and amended by the City's Standard General Conditions and General Provisions, as reasonably necessary. Additional source documents may be used by Kimley-Horn to cover urban design and landscape, irrigation, and other project features not covered by the City Standard General Conditions and General Provisions or Greenbook.

Task 5.4: Hydrology/Hydraulics/Drainage Report

Kimley-Horn will prepare a hydrology and drainage analysis to justify the new City Hall building and parking lot design improvements. To perform this task, it is assumed roughly a 7-acre study area. All Calculations shall be based upon applicable provisions of the *Riverside County and Water Conservation District Hydrology Manual* and shall address:

- Pre-development flow rates for the 10 year and 100-year storms, (1-, 3-, 6-, and 24-hour durations) evaluated at up to 4 locations
- Post-development flow rates for the 10 year and 100-year storms, (1-, 3-, 6-, and 24-hour durations) evaluated at up to 4 locations
- Compliance with dry lane/gutter capacity calculations
- Compliance with drainage inlet capture standards
- Compliance with hydraulic adequacy/freeboard for pipes, closed conduits, culverts, and ditches
- Discharge velocity and energy dissipation
- Sizing of detention basins for peak flow mitigation

Existing facilities that may need to be replaced will be replaced with generally the same level of service. Proposed facilities will be designed to the level of service described in the *Riverside County and Water Conservation District Hydrology Manual*.

Drainage maps will be developed for the existing and proposed conditions and be limited to the project area. Maps will evaluate areas of proposed improvements and where existing improvements are affected by the proposed improvements.

A summary of the findings and analysis will be documented in a project drainage report. The drainage report will:

- Summarize the existing project site, work to be done, and existing site characteristics.
- Prepare drainage area maps for existing and proposed conditions limited to the project area.
- Prepare pre- and post-project Rational Method hydrologic calculations for the 10-year 6-hour and 100-year 6-hour storm events.
- Prepare pre- and post-project hydraulic calculations for curb and gutters, inlets, and storm drainpipes.



Deliverables

- 60% and 90% Submittals
 - One electronic copy of the Drainage Report (PDF Format)
 - One hard copy of the Drainage Report (8.5"x11")

Assumptions

- No detention/storage analysis will be performed
- Existing storm drain system has capacity for additional project flow

Task 5.5: Project-Specific WQMP

Kimley-Horn will prepare a Project-Specific WQMP for this project. The Riverside County Flood Control District Transportation Project Guidance will be implemented for LID and BMP Designs including:

- Pollutant sources and applicable source control measures
- Receiving water conditions and impairment
- Stormwater Treatment through the use of Low Impact Development (LID) measures
- Suitability of the project area for infiltration-based LID measures based upon site specific testing and recommendations from the project geotechnical report
- Hydrologic Conditions of Concern (HCOC) and attenuation of 2-year and 10-year peak flows.

Deliverables

- 60% and 90% Submittals
 - Project-Specific WQMP per the Riverside County Flood Control District Template (PDF Format)

Assumptions

- No hydromodification design and/or analysis required
- The design assumes up to four (4) structural BMPs will be designed

Task 5.6: Storm Water Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare a SWPPP for the project in general conformance with the State Water Resources Control Board (SWRCB) Construction General Permit (CGP) Order No. R92013-0001. The report will incorporate the Temporary Water Pollution Control final design plans developed for the project under a separate task.

Kimley-Horn will conduct a risk assessment for the proposed work to determine its overall risk level and to further define SWPPP documentation requirements. The risk calculations will be based on visual observations of the existing soils, topography, and discharge patterns as determined from an aerial photographs and topographic mapping. This task assumes that each work area will be classified as a Risk Level 2.

Kimley-Horn will prepare a Construction Site Monitoring Program (CSMP) in general accordance with CGP Order No. R9-2013-0001. The CSMP will detail when and in what manner site BMP inspections are required (by either the Owner or Contractor during construction). The CSMP will also define how the required inspections will identify sources of non-visible pollutants and determine if selected BMPs are performing as designed.



Deliverables

- 90% and 100% Submittals
 - One electronic copy of the SWPPP (PDF Format)

Assumptions

- Kimley-Horn is not responsible for implementation, best management practice selection, or compliance with local requirements during construction, or inspection and monitoring of the SWPPP, or fees related to permitting
- Annual certification posting and compliance documents are not included in this task

Task 5.7: Quality Assurance/Quality Control (QA/QC)

Kimley-Horn will perform an on-going quality assurance/quality control review of documents prepared under this task.

Task 5.8: Comment Resolution Meetings

After the City has concluded their review of the 60% and 90% PS&E packages, Kimley-Horn will attend one (1) meeting for each submittal with the City to review comments and resolve remaining issues. Kimley-Horn will provide written responses to the consolidated set of comments one day prior to the comment resolution meeting.

Deliverables

- One electronic copy of the 60% and 90% Plans (PDF Format)
- Four (4) hard copies of the 60% and 90% Plans
- One electronic copy of the OPCC (PDF Format)
- Four (4) hard copies of the OPCC.
- One electronic copy of the Standard Special Provisions/Specifications (PDF and Word Format).

Task 6: 100% PS&E SUBMITTAL (MYLARS)

Task 6.1 – Prepare Final Project Submittal

Based on comments provided by the City, Kimley-Horn will revise the 90% PS&E package for the 100% Submittal.

Deliverables

- One (1) electronic copy of the Special Provisions (MS Word)
- One (1) electronic copy of the Bid List (MS Excel)
- One (1) electronic copy of the Special Provisions
- One (1) hard copy of the Mylars

Task 7: RECORD DRAWINGS

Kimley-Horn will prepare Record Drawings for the City's records within two (2) months of completion of construction. It is assumed that the Contractor will provide bluelined plans identifying any changes made during construction. Revisions will be made electronically. Kimley-Horn will perform on-going quality assurance/quality control (QA/QC) review of documents prepared under this task.



INFORMATION PROVIDED BY THE CITY

Kimley-Horn will be entitled to rely on the completeness and accuracy of information provided by the City. The City will provide information requested by Kimley-Horn during the project. Information provided by the City will be as follows:

- City will provide Standard General Conditions and General Provisions (Word Document).
- The City will provide all as-built reference construction documents for existing improvements, (wet and dry utilities).

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Biological Technical Report
- Burrowing Owl Focused Survey
- Pre-grade Conference and Sensitivity Training
- Archaeological Monitoring
- Archaeological Report
- Bid and Construction Phase Services
- Photometric Analysis
- Portable Water, Sewer, Mechanical and Electrical Capacity Studies and Design
- GIS Services
- Color exhibits and/or rendered Landscape and Hardscape plans, perspectives, and/or elevations
- Franchise utility studies and/or design
- Construction Staking
- Replacement of existing monuments (disturbed during construction)
- Coordination with property owners
- Payment of agency fees and deposits (if required, agency fees paid by Kimley-Horn will be reimbursed by the City)
- Pressure readings and/or pump station design
- Hydraulic design and sizing calculations for existing or proposed water and sewer mains
- Attendance at Public Hearings and/or preparation of graphics beyond the scope
- Traffic control plans for construction

EXCLUSIONS

Any services other services, including but not limited to the following, are not included in this Agreement:

- Hazardous and remediation services

SCHEDULE

Kimley-Horn will complete the services contained in Tasks 1 – 6 within 7 months from notice to proceed (see **Exhibit B**). This schedule is flexible and is negotiable. If the City determines that they would prefer a more aggressive schedule, Kimley-Horn will make reasonable adjustments to meet the City's needs.



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FEE AND EXPENSES

Kimley-Horn and Subconsultant Fees for the scope of services outlined in Tasks 1 – 8 will be performed on a time and material not to exceed basis of \$184,586 and \$34,520, respectively. For a Grand Total of \$235,106 (see **Exhibit A**). This grand total excludes all optional tasks.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of the date of the invoice.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at (619) 744-0177 or mark.araujo@kimley-horn.com.

Very truly yours,

KIMLEY-HORN

A handwritten signature in blue ink, appearing to read 'Mark Araujo'.

Mark Araujo, PE
Project Manager

A handwritten signature in black ink, appearing to read 'Leo Espelet'.

Leo Espelet, PE, TE
Vice President

kimley-horn.com

401 B Street, Suite 600, San Diego, CA 92101

619 234 9411

City of Menifee - CIP 22-24 Civic Center Parking Lot
2/16/2022

Task Description	R. Professional I	Professional II	Professional I	Analyst II	Analyst I	Support Staff	Total KHA Hours	KHA Cost	Sub Cost	Subconsultant	Total Cost
	\$ 282.00	\$ 235.00	\$ 214.00	\$ 174.00	\$ 152.00	\$ 124.00					
Task 1 - PROJECT ADMINISTRATION, MEETINGS & COORDINATION	0	0	40	0	12	17	69	\$ 12,492.00	\$ -		\$ 12,492.00
1.1 - PROJECT ADMINISTRATION AND MEETINGS	0	0	20	0	6	17	43	\$ 8,254.00	\$ -		\$ 8,254.00
Project Management			20		6	17	43	\$ 8,254.00			\$ 8,254.00
Prevailing Wage Compliance			8		2	5	15	\$ 1,532.00			\$ 1,532.00
1.2 - SCE, BMD and RCPCD COORDINATION	0	0	14	0	6	0	20	\$ 3,806.00	\$ -		\$ 3,806.00
SCE			6		2		8	\$ 1,568.00			\$ 1,568.00
BMD			4		2		6	\$ 1,160.00			\$ 1,160.00
RCPCD			4		2		6	\$ 1,160.00			\$ 1,160.00
Task 2 - FIELD RECONNAISSANCE AND FIELD SURVEY	0	0	10	0	22	0	32	\$ 5,484.00	\$ 21,170.00		\$ 26,654.00
2.1 - TOPOGRAPHIC SURVEY AND BOUNDARY MAPPING	0	0	2	0	4	0	6	\$ 1,038.00	\$ 12,420.00		\$ 13,458.00
			2		4		6	\$ 1,038.00	\$ 12,420.00	Stamp Engineering	\$ 13,458.00
2.2 - UTILITY RESEARCH AND MAPPING	0	0	2	0	10	0	12	\$ 1,944.00	\$ -		\$ 1,944.00
			2		10		12	\$ 1,944.00			\$ 1,944.00
2.3 - FIELD VERIFICATION	0	0	4	0	4	0	8	\$ 1,484.00	\$ -		\$ 1,484.00
			4		4		8	\$ 1,484.00			\$ 1,484.00
2.4 - GEOTECHNICAL ENGINEERING	0	0	2	0	4	0	6	\$ 1,030.00	\$ 14,700.00		\$ 15,730.00
			2		4		6	\$ 1,030.00	\$ 14,700.00	Ninyo & Moore	\$ 15,730.00
Task 3 - 30% PRELIMINARY ENGINEERING	4	5	21	15	63	0	108	\$ 19,678.00	\$ -		\$ 19,678.00
3.1 - CONCEPTUAL FLOOR PLAN AND PARKING LOT LAYOUTS ALTERNATIVES	0	0	5	0	15	0	20	\$ 3,350.00	\$ 10,000.00		\$ 13,350.00
Concept Design			5		15		20	\$ 3,350.00	\$ 10,000.00	Architect - TBD	\$ 13,350.00
3.2 - PREPARE 30% LAYOUT DESIGN	0	0	8	0	32	0	40	\$ 8,140.00	\$ -		\$ 8,140.00
Title Sheet (1 Sheet)			1		4		5	\$ 822.00			\$ 822.00
Legend, Abbreviations and General Notes (Sheets (1 Sheet))			4		16		20	\$ 4,088.00			\$ 4,088.00
Key Plan (1 Sheet)			1		4		5	\$ 822.00			\$ 822.00
Preliminary Grading and Site Layout Plans (3 Sheets)			4		20		24	\$ 4,830.00			\$ 4,830.00
3.3 - PRELIMINARY OPCC	0	0	4	0	2	0	6	\$ 1,160.00	\$ -		\$ 1,160.00
OPCC			4		2		6	\$ 1,160.00			\$ 1,160.00
3.4 - PRELIMINARY DRAINAGE ANALYSIS	2	0	5	15	10	0	32	\$ 5,784.00	\$ -		\$ 5,784.00
Drainage Analysis	2		5	15	10		32	\$ 5,784.00			\$ 5,784.00
3.5 - POSITIVE UTILITY IDENTIFICATION	0	0	1	0	4	0	5	\$ 822.00	\$ 5,000.00		\$ 5,822.00
Potholes			1		4		5	\$ 822.00	\$ 5,000.00	C-Box	\$ 5,822.00
3.6 - QUALITY ASSURANCE/QUALITY CONTROL	2	5	0	0	0	0	7	\$ 1,784.00	\$ -		\$ 1,784.00
QA/QC	2	5					7	\$ 1,784.00			\$ 1,784.00
Task 4 - ENVIRONMENTAL SUPPORT	2	0	32	0	0	1	35	\$ 7,556.00	\$ 7,400.00		\$ 14,956.00
4.1 - NOTICE OF DETERMINATION	2	0	8	0	0	1	11	\$ 2,420.00	\$ -		\$ 2,420.00
NOA	2		8			1	11	\$ 2,420.00			\$ 2,420.00
4.2 - ARCHAEOLOGICAL MONITORING PLAN/REVIEW OF TRIBAL MATERIAL	0	0	2	0	0	0	2	\$ 420.00	\$ 2,400.00		\$ 2,820.00
			1				1	\$ 210.00	\$ 2,400.00	BCR	\$ 2,610.00
4.3 - BURROWING OWL SUITABILITY ASSESSMENT	0	0	2	0	0	0	2	\$ 420.00	\$ 2,000.00		\$ 2,420.00
			1				1	\$ 210.00	\$ 2,000.00	ELMT	\$ 2,210.00
4.4 - BISHOP COMPLIANCE	0	0	2	0	0	0	2	\$ 420.00	\$ 1,200.00		\$ 1,620.00
			1				1	\$ 210.00	\$ 1,200.00	ELMT	\$ 1,410.00

Task Description	Dr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Support Staff	Total KHA Hours	KHA Cost	Sub Cost	Subconsultant	Total Cost
	\$	\$	\$	\$	\$	\$					
4.5 - PRE-CONSTRUCTION BURROWING OWL AND NESTING BIRD CLEARANCE	0	0	2	0	0	0	1	\$ 420.00	\$ 1,800.00		\$ 2,220.00
			1				1	\$ 214.00	\$ 1,800.00	ELMT	\$ 2,014.00
4.6 - QUALITY ASSURANCE/QUALITY CONTROL	0	0	16	0	0	0	16	\$ 3,424.00	\$ -		\$ 3,424.00
DNAC			16				16	\$ 3,424.00			\$ 3,424.00
Task 5 - 60% AND 90% PS&E SUBMITTAL	17	12	89	205	640	28	767	\$ 132,864.00	\$ -		\$ 132,864.00
5.1 - 60% AND 90% PLANS	4	2	31	145	351	0	533	\$ 97,132.00	\$ -		\$ 97,132.00
Title Sheet (1 Sheet)					1		1	\$ 152.00			\$ 152.00
Legend, Abbreviations and General Notes (Sheets 1 Sheet)			1		1		2	\$ 368.00			\$ 368.00
Key Map (1 Sheet)					4		4	\$ 698.00			\$ 698.00
Grading and Site Layout Plans (3 Sheets)			5	20	30		55	\$ 9,110.00			\$ 9,110.00
Construction Details (3 Sheets)			5	8	20		33	\$ 4,960.00			\$ 4,960.00
Storm Drain and BMP Plans and Profiles (3 Sheets)	2		4	20	60		66	\$ 11,000.00			\$ 11,000.00
Storm Drain and BMP Details (2 Sheets)	2		4	20	40		66	\$ 11,000.00			\$ 11,000.00
Driveway and ADA Walking Details (2 Sheets)			5	8	20		40	\$ 6,500.00			\$ 6,500.00
Recycle Water Plans (2 Sheets)			5	10	30		45	\$ 7,350.00			\$ 7,350.00
Landscape Plans, Notes and Details (6 Sheets)			5	10	50		65	\$ 10,410.00			\$ 10,410.00
Irrigation Plans, Notes and Details (2 Sheets)			5	10	50		65	\$ 10,410.00			\$ 10,410.00
Lighting and Electrical Plans, Notes and Details (2 Sheets)			5	40	50		95	\$ 6,950.00			\$ 6,950.00
Parking Lot Sign and Pavement Marking Plans, Notes and Details (1 Sheet)		2	5	5	20		32	\$ 5,452.00			\$ 5,452.00
Erosion Control Plans (3 Sheets)			3		15		17	\$ 2,768.00			\$ 2,768.00
5.2 - 60% AND 90% OPINION OF PROBABLE CONSTRUCTION COST	0	0	10	0	10	0	20	\$ 3,660.00	\$ -		\$ 3,660.00
DNAC			10		10		20	\$ 3,660.00			\$ 3,660.00
5.3 - 90% STANDARD SPECIAL PROVISIONS/SPECIFICATIONS	0	0	15	0	0	0	15	\$ 3,210.00	\$ -		\$ 3,210.00
Specs			15				15	\$ 3,210.00			\$ 3,210.00
5.4 - HYDROLOGY/HYDRAULIC/DRAINAGE REPORT	5	0	2	30	20	10	57	\$ 12,132.00	\$ -		\$ 12,132.00
H1H Report	5		2	30	20		57	\$ 12,132.00			\$ 12,132.00
5.5 - PROJECT-SPECIFIC WQMP	2	0	2	20	20	8	49	\$ 8,754.00	\$ -		\$ 8,754.00
WQMP	2		2	20	20		49	\$ 8,754.00			\$ 8,754.00
5.6 - STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	1	0	5	10	30	4	50	\$ 8,156.00	\$ -		\$ 8,156.00
SWPPP	1		5	10	30		50	\$ 8,156.00			\$ 8,156.00
5.6 - 60% AND 90% QUALITY ASSURANCE/QUALITY CONTROL	5	10	0	0	0	0	15	\$ 3,820.00	\$ -		\$ 3,820.00
DNAC	5	10					15	\$ 3,820.00			\$ 3,820.00
5.7 - COMMENT RESOLUTION	0	0	4	0	4	0	8	\$ 1,464.00	\$ -		\$ 1,464.00
Two (2) Meetings			4		4		8	\$ 1,464.00			\$ 1,464.00
Task 6 - 100% PS&E SUBMITTAL (MYLARS)	0	0	10	0	20	2	32	\$ 5,428.00	\$ -		\$ 5,428.00
6.1 - PREPARE FINAL PROJECT SUBMITTAL	0	0	10	0	20	2	32	\$ 5,428.00	\$ -		\$ 5,428.00
MyLars			10		20		32	\$ 5,428.00			\$ 5,428.00
Task 7 - RECORD DRAWINGS	0	0	1	0	10	0	11	\$ 1,734.00	\$ -		\$ 1,734.00
7.1 - PREPARE RECORD DRAWINGS	0	0	1	0	10	0	11	\$ 1,734.00	\$ -		\$ 1,734.00
			1		10		11	\$ 1,734.00			\$ 1,734.00
Expenses											\$ 1,008.00
Total	23	17	203	229	967	48	1059	\$ 184,586	\$ 34,320		\$ 225,108