

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 20-05 GARBANI ROAD & I-215 INTERCHANGE- ADDITIONAL PROJECT INITIATION DOCUMENT (PID)

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 **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 Parties previously entered into a Professional Services Agreement dated September 15, 2021, for a term of August 4, 2021 through December 31, 2022, for the Services also contemplated herein. That agreement was erroneously allowed to expire. The Parties continued operating as if that agreement continued in effect into 2023. The provisions of that agreement are substantially similar to the provisions of this Agreement. The Parties therefore acknowledge and agree that the term of this Agreement began on **January 1, 2023**, and shall end on **December 31, 2023**, unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents that 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 **EIGHTY SEVEN THOUSAND THIRTY NINE DOLLARS AND EIGHTEEN CENTS (\$87,039.18)** 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 five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

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

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

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

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

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

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

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

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

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

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO

MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

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

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

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

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

4.3 Professional Liability Insurance.

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

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

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

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

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective

Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

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

4.4 All Policies Requirements.

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

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 20-05 GARBANI ROAD & I-215 INTERCHANGE- ADDITIONAL PROJECT INITIATION DOCUMENT (PID)**. 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. 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 Jason Valencia, PE ("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:

Kimley-Horn and Associates, Inc.
Attn: Jason Valencia, PE
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: 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.

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

Darren Adrian, Principal

Attest:

Stephanie Roseen, Acting City Clerk

Jason Valencia, Assistant Secretary

Approved as to Form:

Jeffrey T. Melching, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Services shall include CIP 20-05 Garbani Road & I-215 Interchange- Additional Project Initiation Document (PID) in the amount not to exceed **EIGHTY SEVEN THOUSAND THIRTY NINE DOLLARS AND EIGHTEEN CENTS (\$87,039.18)** as further detailed in the following page(s).

EXHIBIT A.

Scope of Services

Summary Estimate of Cost						
City of Menifee Garbani Road & 215 Interchange PID June 2021						
FIRM NAME	Kimley-Horn	Fehr & Peers	Geocon	ICF	Epic	TOTAL
Task 1	Project Management - PID Component					
1.01	Agency Coordination					
	Coordination	\$ 7,085.00	\$ -	\$ -	\$ -	\$ 7,085.00
	Project Management Plan	\$ 10,725.00	\$ -	\$ -	\$ -	\$ 10,725.00
1.02	Project Execution and Control-Project Management	\$ 14,170.00	\$ -	\$ -	\$ 8,823.94	\$ 22,993.94
1.03	Meetings	\$ 23,750.00	\$ -	\$ 1,285.90	\$ 11,241.54	\$ 36,277.44
	Develop Project Initiation Document	\$ -	\$ -	\$ -	\$ -	\$ -
	TASK 1.0 SUBTOTAL	\$ 55,730.00	\$ -	\$ 1,285.90	\$ 20,065.48	\$ 77,081.38
Task 2	Transportation Problem Definition and Site Assessment					
2.01	Review of Existing Reports, Studies, Mapping					
	Review As-built Plans	\$ 4,110.00	\$ -	\$ 1,738.76	\$ -	\$ 5,848.76
	Perform Field Reconnaissance	\$ -	\$ -	\$ -	\$ -	\$ -
	Determine Project Issues with City Staff	\$ -	\$ -	\$ -	\$ -	\$ -
	Review Transportation Reports	\$ -	\$ -	\$ -	\$ -	\$ -
2.02	Geologic Hazards Review					
	Review of existing Geotech Reporting and Published Geologic Information	\$ 1,040.00	\$ -	\$ 1,222.40	\$ -	\$ 2,262.40
2.03	Utility Search					
	Request utility information from Utility Owners	\$ 1,715.00	\$ -	\$ -	\$ 5,734.26	\$ 7,449.26
	Perform Field Review of Project Area	\$ 1,040.00	\$ -	\$ -	\$ -	\$ 1,040.00
2.04	Environmental Constraints Identification					
	Review Existing Studies Available	\$ 590.00	\$ -	\$ -	\$ 3,480.04	\$ 4,070.04
	Perform Field Review of Project Area	\$ 590.00	\$ -	\$ -	\$ 3,211.50	\$ 3,801.50
	Identify & delineate environmental resources	\$ 590.00	\$ -	\$ -	\$ 4,229.77	\$ 4,819.77
	Prepare Environmental Constraints Base Map	\$ 3,990.00	\$ -	\$ -	\$ 2,679.42	\$ 6,669.42
2.05	Existing Traffic Condition Analysis					
	Prepare Existing Traffic Condition	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 5,300.00
2.06	Future Traffic Condition Analysis					
	Prepare Future Traffic Condition	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 5,300.00
2.07	Surveys and Maps					
	Prepare Survey Mappings	\$ -	\$ -	\$ -	\$ -	\$ -
2.08	Problem Definition					
	Develop Purpose and Need	\$ 6,900.00	\$ -	\$ -	\$ -	\$ 6,900.00
2.09	As-built Centerline and Existing Right of Way					
	Review Survey As-built Centerline Data	\$ 2,340.00	\$ -	\$ -	\$ -	\$ 2,340.00
	Review Survey Data for Right of Way	\$ 2,340.00	\$ -	\$ -	\$ -	\$ 2,340.00
	TASK 2.0 SUBTOTAL	\$ 35,845.00	\$ -	\$ 2,959.16	\$ 13,600.73	\$ 58,139.15

EXHIBIT A.

Scope of Services

Summary Estimate of Cost							
City of Menifee Garbani Road & 215 Interchange PID June 2021							
FIRM NAME		Kimley-Horn	Fehr & Peers	Geocon	ICF	Epic	TOTAL
Task 3	Initial Alternatives Development						
3.01	Concept Alternative Development						
	Develop alternatives	\$ 20,935.00	\$ -	\$ -	\$ 1,683.69	\$ -	\$ 22,618.69
3.02	Base Maps and Plan Sheets						
	Prepare Base Maps and Plans Sheets for Alternatives	\$ 29,280.00	\$ -	\$ -	\$ -	\$ -	\$ 29,280.00
3.03	Public/Local Agency Input						
	Develop Community Action Plan	\$ 2,745.00	\$ -	\$ -	\$ -	\$ -	\$ 2,745.00
	Review with PDT alternatives analysis	\$ 11,635.00	\$ -	\$ -	\$ -	\$ -	\$ 11,635.00
	Document alternative analysis process	\$ 11,035.00	\$ -	\$ -	\$ -	\$ -	\$ 11,035.00
	TASK 3.0 SUBTOTAL	\$ 75,630.00	\$ -	\$ -	\$ 1,683.69	\$ -	\$ 77,313.69
Task 4	Alternatives Analysis						
4.01	Alternatives Screening						
	Alternatives Screening	\$ 15,420.00	\$ -	\$ -	\$ 1,775.01	\$ -	\$ 17,195.01
4.02	Utility Relocation Requirement Assessment						
	Identify Existing Utilities	\$ 950.00	\$ -	\$ -	\$ -	\$ -	\$ 950.00
	Identify Utility Impacts	\$ 2,270.00	\$ -	\$ -	\$ -	\$ -	\$ 2,270.00
	Minimize Impacts to Existing Utilities	\$ 2,270.00	\$ -	\$ -	\$ -	\$ -	\$ 2,270.00
	Prepare Utility Estimate	\$ 1,350.00	\$ -	\$ -	\$ -	\$ 2,753.16	\$ 4,103.16
4.03	District Preliminary Geotechnical Report (DPGR)						
	Perform field review and research existing files	\$ -	\$ -	\$ 2,251.12	\$ -	\$ -	\$ 2,251.12
	Prepare DPGR	\$ -	\$ -	\$ 3,686.26	\$ -	\$ -	\$ 3,686.26
	Preliminary Materials Report						
	Coordinate with Caltrans Material Lab for Deflection Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Corrosion Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Prepare preliminary pavement sections and review with Caltrans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.04	Structures Advance Planning Study (APS)						
	Prepare Preliminary Design	\$ 7,350.00	\$ -	\$ -	\$ -	\$ -	\$ 7,350.00
	Prepare Preliminary Plan Sheets	\$ 8,050.00	\$ -	\$ -	\$ -	\$ -	\$ 8,050.00
	Prepare Structures Preliminary Geotechnical Report (SPGR)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Prepare Structures Preliminary Architectural and Aesthetics Report (PAAR)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Prepare Structures Preliminary Maintenance Report (PMR)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Prepare Preliminary Quantities	\$ 2,900.00	\$ -	\$ -	\$ -	\$ -	\$ 2,900.00
	Prepare Preliminary Estimate	\$ 2,900.00	\$ -	\$ -	\$ -	\$ -	\$ 2,900.00
	Prepare Structures Advance Planning Study package.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Perform Constructability Review (CR) of the APS package.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Obtain APS approval	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.05	Multimodal Review						
	Address temporary construction and permanent impacts	\$ 10,475.00	\$ -	\$ -	\$ -	\$ -	\$ 10,475.00

Scope of Services

Summary Estimate of Cost							
City of Menifee							
Garbani Road & 215 Interchange PID							
June 2021							
FIRM NAME		Kimley-Horn	Fehr & Peers	Geocon	ICF	Epic	TOTAL
4.06	Hydraulic Review						
	Review existing facilities	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -	\$ 4,600.00
	Upgrade/Replacement	\$ 18,940.00	\$ -	\$ -	\$ -	\$ -	\$ 18,940.00
	Culvert inspection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.07	Traffic Engineering Performance Assessment						
	Traffic Capacity Analysis	\$ 2,650.00	\$ 24,011.02	\$ -	\$ -	\$ -	\$ 26,661.02
4.08	Right of Way Data Sheets						
	Prepare Right of Way Data Sheet	\$ 5,090.00	\$ -	\$ -	\$ -	\$ 5,055.36	\$ 10,145.36
	Prepare Right of Conflict Maps	\$ 2,530.00	\$ -	\$ -	\$ -	\$ 4,795.24	\$ 7,325.24
	Prepare Right of Way Cost Estimate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.09	Construction Estimates						
	Prepare construction estimate for each Alternative (Total - 4)	\$ 19,830.00	\$ -	\$ -	\$ -	\$ -	\$ 19,830.00
4.10	Preliminary TMP						
	Prepare preliminary TMP Data Sheet	\$ 14,515.00	\$ -	\$ -	\$ -	\$ -	\$ 14,515.00
TASK 4.0 SUBTOTAL		\$ 122,090.00	\$ 24,011.02	\$ 5,937.38	\$ 1,775.01	\$ 12,603.76	\$ 166,417.17
Task 5	Preliminary Environmental Analysis Report (PEAR)						
5.01	Socioeconomics						
	Review Socioeconomic Impacts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.02	Initial Noise Study						
	Perform background document review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.03	Initial Air Quality Study						
	Preliminary evaluation of Air Quality	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.04	Paleontological Resources						
	Paleontological Resources Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.05	Initial Water Quality and Floodplain						
	Water quality and Floodplain Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.06	Hazardous Waste Initial Site Assessment (ISA)						
	Prepare ISA report	\$ -	\$ -	\$ 6,842.20	\$ -	\$ -	\$ 6,842.20
5.07	Scenic Resource and Landscape Architecture Review						
	Prepare scenic an visual resources evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.08	Cultural Resources						
	Cultural Resources Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.09	Biological Resources						
	Biological Resources review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.10	PEAR						
	Prepare Draft PAER	\$ 3,250.00	\$ -	\$ -	\$ 21,049.10	\$ -	\$ 24,299.10
	Prepare Final PEAR	\$ 3,250.00	\$ -	\$ -	\$ 9,926.86	\$ -	\$ 13,176.86
TASK 5.0 SUBTOTAL		\$ 6,500.00	\$ -	\$ 6,842.20	\$ 30,975.96	\$ -	\$ 44,318.16

Scope of Services

Summary Estimate of Cost							
City of Menifee Garbani Road & 215 Interchange PID June 2021							
FIRM NAME		Kimley-Horn	Fehr & Peers	Geocon	ICF	Epic	TOTAL
Task 6	Project Study Report -Project Development Support (PSR-PDS)						
6.01	Draft PSR						
	Prepare Draft PSR	\$ 44,780.00	\$ -	\$ -	\$ -	\$ -	\$ 44,780.00
6.02	Non-Standard Design Element						
	Summarize Non-Standard Features	\$ 6,940.00	\$ -	\$ -	\$ -	\$ -	\$ 6,940.00
6.03	New Access Request						
	Prepare New Access Report	\$ 27,160.00	\$ -	\$ -	\$ -	\$ -	\$ 27,160.00
6.04	Storm Water Data Report (SWDR)						
	Prepare SWDR	\$ 21,950.00	\$ -	\$ -	\$ -	\$ -	\$ 21,950.00
6.05	Draft Final PSR-PDS						
	Respond to Comments	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
	Revise/Resubmit PSR-PDS	\$ 17,890.00	\$ -	\$ -	\$ -	\$ -	\$ 17,890.00
6.06	Draft Final PSR-PDS						
	Respond to Comments	\$ 2,840.00	\$ -	\$ -	\$ -	\$ -	\$ 2,840.00
	Revise/Resubmit Final PSR-PDS	\$ 14,350.00	\$ -	\$ -	\$ -	\$ -	\$ 14,350.00
TASK 6.0 SUBTOTAL		\$ 139,410.00	\$ -	\$ -	\$ -	\$ -	\$ 139,410.00
SUBTOTAL		\$ 435,205.00	\$ 24,011.02	\$ 17,024.64	\$ 68,100.87	\$ 18,338.02	\$ 562,679.55
Other Direct Costs		\$ 5,000.00	\$ -	\$ -	\$ 2,284.61	\$ 300.00	\$ 7,584.61
PROJECT TOTALS		\$ 440,205.00	\$ 24,011.02	\$ 17,024.64	\$ 70,385.48	\$ 18,638.02	\$ 570,264.16

Scope of Services

Estimate of Cost Proposed Consultant Services												
City of Menifee Garbani Road & 215 Interchange PID June 2021												
FIRM NAME: Kimley-Horn and Associates, Inc.												
	Staff/Classification	Rates and Hours									TOTAL	COST
	Hourly Rate	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Sr. Support Staff	Support Staff		
		\$325.00	\$295.00	\$265.00	\$225.00	\$190.00	\$165.00	\$145.00	\$155.00	\$110.00		
TASK	DESCRIPTION											
Task 1	Project Management - PID Component											
1.01	Agency Coordination											
	Coordination	1	13		13						27	\$ 7,085.00
	Project Management Plan	1	20		20						41	\$ 10,725.00
1.02	Project Execution and Control-Project Management	1	20		20				13	13	67	\$ 14,170.00
1.03	Meetings	4	40		40		10				94	\$ 23,750.00
	TASK 1.0 SUBTOTAL	7	93	0	93	0	10	0	13	13	229	\$ 55,730.00
Task 2	Transportation Problem Definition and Site Assessment											
2.01	Review of Existing Reports, Studies, Mapping											
	Review As-built Plans		6		6		6				18	\$ 4,110.00
	Perform Field Reconnaissance										0	\$ -
	Determine Project Issues with City Staff										0	\$ -
	Review Transportation Reports										0	\$ -
2.02	Geologic Hazards Review											
	Review of existing Geotech Reporting and Published Geologic Information		2		2						4	\$ 1,040.00
2.03	Utility Search											
	Request utility information from Utility Owners		2		5						7	\$ 1,715.00
	Perform Field Review of Project Area		2		2						4	\$ 1,040.00
2.04	Environmental Constraints Identification											
	Review Existing Studies Available		2								2	\$ 590.00
	Perform Field Review of Project Area		2								2	\$ 590.00
	Identify & delineate environmental resources		2								2	\$ 590.00
	Prepare Environmental Constraints Base Map		2		5		5	10			22	\$ 3,990.00
2.05	Existing Traffic Condition Analysis											
	Prepare Existing Traffic Condition			20							20	\$ 5,300.00
2.06	Future Traffic Condition Analysis											
	Prepare Future Traffic Condition			20							20	\$ 5,300.00
2.07	Surveys and Maps											
	Prepare Survey Mappings										0	\$ -
2.08	Problem Definition											
	Develop Purpose and Need	4	10	10							24	\$ 6,900.00
2.09	As-built Centerline and Existing Right of Way											
	Review Survey As-built Centerline Data				6		6				12	\$ 2,340.00
	Review Survey Data for Right of Way				6		6				12	\$ 2,340.00
	TASK 2.0 SUBTOTAL	4	30	50	32	0	23	10	0	0	149	\$ 35,845.00
Task 3	Initial Alternatives Development											
3.01	Concept Alternative Development											
	Develop alternatives	3	8		30		35	35			111	\$ 20,935.00
3.02	Base Maps and Plan Sheets											
	Prepare Base Maps and Plans Sheets for Alternatives		10	2	12	40	50	50			164	\$ 29,280.00
3.03	Public/Local Agency Input											
	Develop Community Action Plan	3	6								9	\$ 2,745.00
	Review with PDT alternatives analysis	3	6		19	13	13				54	\$ 11,635.00
	Document alternative analysis process				19	13	26				58	\$ 11,035.00
	TASK 3.0 SUBTOTAL	9	30	2	80	66	124	85	0	0	396	\$ 75,630.00

Scope of Services

Estimate of Cost Proposed Consultant Services												
City of Menifee Garbani Road & 215 Interchange PID June 2021												
FIRM NAME: Kimley-Horn and Associates, Inc.												
	Staff/Classification	Rates and Hours								TOTAL	COST	
		Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Sr. Support Staff			
	Hourly Rate	\$325.00	\$295.00	\$265.00	\$225.00	\$190.00	\$165.00	\$145.00	\$155.00	\$110.00		
Task 4	Alternatives Analysis											
4.01	Alternatives Screening											
	Alternatives Screening	3	6	3	6	13	26	26			83	\$ 15,420.00
4.02	Utility Relocation Requirement Assessment											
	Identify Existing Utilities					5					5	\$ 950.00
	Identify Utility Impacts					5	8				13	\$ 2,270.00
	Minimize Impacts to Existing Utilities					5	8				13	\$ 2,270.00
	Prepare Utility Estimate		2			4					6	\$ 1,350.00
4.03	District Preliminary Geotechnical Report (DPGR)											
	Perform field review and research existing files										0	\$ -
	Prepare DPGR										0	\$ -
	Preliminary Materials Report											
	Coordinate with Caltrans Material Lab for Deflection Study										0	\$ -
	Prepare preliminary pavement sections and review with Caltrans										0	\$ -
4.04	Structures Advance Planning Study (APS)											
	Prepare Preliminary Design	6			24						30	\$ 7,350.00
	Prepare Preliminary Plan Sheets				10			40			50	\$ 8,050.00
	Prepare Structures Preliminary Geotechnical Report (SPGR)										0	\$ -
	Prepare Preliminary Quantities	2			10						12	\$ 2,900.00
	Prepare Preliminary Estimate	2			10						12	\$ 2,900.00
	Prepare Structures Advance Planning Study package.										0	\$ -
	Perform Constructability Review (CR) of the APS package.										0	\$ -
4.05	Multimodal Review											
	Address temporary construction and permanent impacts		5		40						45	\$ 10,475.00
4.06	Hydraulic Review											
	Review existing facilities		2	6	4	8					20	\$ 4,600.00
	Hydraulic Review		2	30	4	50					86	\$ 18,940.00
	Culvert Inspection										0	\$ -
4.07	Traffic Engineering Performance Assessment											
	Traffic Capacity Analysis			10							10	\$ 2,650.00
4.08	Right of Way Data Sheets											
	Determine Right of Way Impacts		2		20						22	\$ 5,090.00
	Prepare Right of Way Cost Estimate		4		6						10	\$ 2,530.00
4.09	Construction Estimates											
	Prepare construction estimate for each Alternative (Total - 4)	4	2		9	36	55				106	\$ 19,830.00
4.10	Preliminary TMP											
	Prepare preliminary TMP Data Sheet		2	10	30	20		5			67	\$ 14,515.00
TASK 4.0 SUBTOTAL		17	27	59	173	146	97	71	0	0	590	\$ 122,090.00
Task 5	Preliminary Environmental Analysis Report (PEAR)											
5.10	PEAR											
	Prepare Draft PAER	2	5		5						12	\$ 3,250.00
	Prepare Final PEAR	2	5		5						12	\$ 3,250.00
TASK 5.0 SUBTOTAL		4	10	0	10	0	0	0	0	0	24	\$ 6,500.00

Scope of Services

Estimate of Cost Proposed Consultant Services												
City of Menifee Garbani Road & 215 Interchange PID June 2021												
FIRM NAME: Kimley-Horn and Associates, Inc.												
	Staff/Classification	Rates and Hours									TOTAL	COST
		Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Sr. Support Staff	Support Staff		
	Hourly Rate	\$325.00	\$295.00	\$265.00	\$225.00	\$190.00	\$165.00	\$145.00	\$155.00	\$110.00		
Task 6	Project Study Report -Project Development Support (PSR-PDS)											
6.01	Draft PSR											
	Prepare Draft PSR	2	18		109		55	36			220	\$ 44,780.00
6.02	Non-Standard Design Element											
	Summarize Non-Standard Features	2	2			30					34	\$ 6,940.00
6.03	New Access Request											
	Prepare New Access Report	2	20		80			18			120	\$ 27,160.00
6.04	Storm Water Data Report (SWDR)											
	Prepare SWDR				30	80					110	\$ 21,950.00
6.05	Draft Final PSR-PDS											
	Respond to Comments		5		9						14	\$ 3,500.00
	Revise/Resubmit PSR-PDS	2	9		36		27	14			88	\$ 17,890.00
6.06	Final PSR-PDS											
	Respond to Comments		2		10						12	\$ 2,840.00
	Revise/Resubmit Final PSR-PDS	2	2		30		28	12			74	\$ 14,350.00
TASK 6.0 SUBTOTAL		10	58	0	304	110	110	80	0	0	672	\$ 139,410.00
SUBTOTAL		51	248	111	692	322	364	246	13	13	2060	\$ 435,205.00
Other Direct Costs												\$ 5,000.00
TOTAL		51	248	111	692	322	364	246	13	13	2,060	\$ 440,205.00

Scope of Services

Estimate of Cost Proposed Consultant Services								
City of Menifee Garbani Road & 215 Interchange PID June 2021								
FIRM NAME: Fehr & Peers								
		Rates and Hours					TOTAL	COST
		Principal	Associate / Project Manager	Senior Engineer	Staff Engineer	Project Coordinator		
	Staff/Classification							
	Hourly Rate	\$291.87	\$166.55	\$135.51	\$119.21	\$135.51		
TASK	DESCRIPTION							
Task 1	Project Management - PID Component							
	TASK 1.0 SUBTOTAL	0	0	0	0	0	0	\$ -
Task 2	Transportation Problem Definition and Site Assessment							
	TASK 2.0 SUBTOTAL	0	0	0	0	0	0	\$ -
Task 3	Initial Alternatives Development							
3.02	Base Maps and Plan Sheets							
	TASK 3.0 SUBTOTAL	0	0	0	0	0	0	\$ -
Task 4	Alternatives Analysis							
4.07	Traffic Engineering Performance Assessment							
	Traffic Capacity Analysis	20	32	32	60	10	154	\$ 24,011.02
	TASK 4.0 SUBTOTAL	20	32	32	60	10	154	\$ 24,011.02
Task 5	Preliminary Environmental Analysis Report (PEAR)							
	TASK 5.0 SUBTOTAL	0	0	0	0	0	0	\$ -
Task 6	Project Study Report -Project Development Support (PSR-PDS)							
	TASK 6.0 SUBTOTAL	0	0	0	0	0	0	\$ -
	SUBTOTAL	20	32	32	60	10	154	\$ 24,011.02
	Other Direct Costs							\$ -
	TOTAL	20	32	32	60	10	154	\$ 24,011.02

Scope of Services

Estimate of Cost Proposed Consultant Services								
City of Menifee								
Garbani Road & 215 Interchange PID								
June 2021								
FIRM NAME: Geocon West, Inc.								
	Staff/Classification	Rates and Hours					TOTAL	COST
		Neal Berliner Principal Engineer	Lisa Battiatto/Mike Conkle Senior Geologist	Yong Wang Senior Engineer	Andrew Shoashekan Project Engineer	Scott Brito Staff Geologist		
	Hourly Rate	\$238.13	\$177.01	\$146.05	\$111.13	\$82.55		
TASK	DESCRIPTION							
Task 1	Project Management - PID Component							
1.01	Agency Coordination							
	Meetings			5	5		10	\$ 1,285.90
	TASK 1.0 SUBTOTAL	0	0	5	5	0	10	\$ 1,285.90
Task 2	Transportation Problem Definition and Site Assessment							
2.01	Review of Existing Reports, Studies, Mapping							
	Review As-built Plans		4	4	4		12	\$ 1,736.76
2.02	Geologic Hazards Review							
	Review of existing Geotech Reporting and Published Geologic Information		4	2	2		8	\$ 1,222.40
	TASK 2.0 SUBTOTAL	0	8	6	6	0	20	\$ 2,959.16
Task 3	Initial Alternatives Development							
	Develop alternatives						0	\$ -
	TASK 3.0 SUBTOTAL	0	0	0	0	0	0	\$ -
Task 4	Alternatives Analysis							
4.03	District Preliminary Geotechnical Report (DPGR)							
	Perform field review and research existing files		4	6	6		16	\$ 2,261.12
	Prepare DPGR	2	4	8	12		26	\$ 3,686.26
4.04	Structures Advance Planning Study (APS)							
	Prepare Structures Preliminary Geotechnical Report (SPGR)						0	\$ -
	TASK 4.0 SUBTOTAL	2	8	14	18	0	42	\$ 5,937.38
Task 5	Preliminary Environmental Analysis Report (PEAR)							
5.01	Hazardous Waste Initial Site Assessment (ISA)							
	Prepare ISA report		20			40	60	\$ 6,842.20
	TASK 5.0 SUBTOTAL	0	20	0	0	40	60	\$ 6,842.20
Task 6	Project Study Report -Project Development Support (PSR-PDS)							
	TASK 6.0 SUBTOTAL	0	0	0	0	0	0	\$ -
	SUBTOTAL	2	36	25	29	40	132	\$ 17,024.64
	Other Direct Costs							\$ -
	TOTAL	2	36	25	29	40	132	\$ 17,024.64

Scope of Services

Estimate of Cost Proposed Consultant Services															
City of Menifee Garbani Road & 215 Interchange PID June 2021															
FIRM NAME: ICF Jones & Stokes, Inc.															
	Staff/Classification	Rates and Hours												TOTAL	COST
		Calvert, Brian / Proj Dir	Yasui, Youji / Sr Consult III	Garcia, Johnnie / Assoc Consult I	Irvin, Elizabeth / Assoc Consult I	Barrera, Mario / Sr Consult II	Lay, Keith / Tech Dir	Hardie, Jon / Sr Consult III	Hoisington, Gregory / Mng Consult	Crawford, Karen / Proj Dir	Ban, Jennifer / Sr Consult II	Flacy, Meagan / Assoc Consult I	Invoicing		
	Hourly Rate	\$281.22	\$186.27	\$137.76	\$148.26	\$130.86	\$255.81	\$189.83	\$182.49	\$221.90	\$167.10	\$88.63	\$83.57		
TASK 1 Project Management - PID Component															
1.01	Agency Coordination												8	37	\$ 8,823.94
	Project Execution and Control-Project Management	29												42	\$ 11,241.54
	Meetings	36	6												
	TASK 1.0 SUBTOTAL	65	6	0	0	0	0	0	0	0	0	0	8	79	\$ 20,065.48
Task 2 Transportation Problem Definition and Site Assessment															
2.04	Environmental Constraints Identification														
	Review Existing Studies Available		4			4	2	2	2	2	2	2		20	\$ 3,480.04
	Perform Field Review of Project Area					6			6	6				18	\$ 3,211.50
	Identify & delineate environmental resources	1	4			2	1	2	4	4	2	4		24	\$ 4,229.77
	Prepare Environmental Constraints Base Map	1	4	12										17	\$ 2,679.42
	TASK 2.0 SUBTOTAL	2	12	12	0	12	3	4	12	12	4	6	0	79	\$ 13,600.73
Task 3 Initial Alternatives Development															
3.01	Concept Alternative Development														
	Develop alternatives	4	3											7	\$ 1,683.69
	TASK 3.0 SUBTOTAL	4	3	0	0	0	0	0	0	0	0	0	0	7	\$ 1,683.69
Task 4 Alternatives Analysis															
4.01	Alternatives Screening														
	Alternatives Screening	3	5											8	\$ 1,775.01
	TASK 4.0 SUBTOTAL	3	5	0	0	0	0	0	0	0	0	0	0	8	\$ 1,775.01
Task 5 Preliminary Environmental Analysis Report (PEAR)															
5.01	PEAR														
	Prepare Draft PEAR	1	60	12	10	8	4	4	6	6	4	6		121	\$ 21,049.10
	Prepare Final PEAR	1	28	8	4	4	2	2	2	2	2	2		57	\$ 9,926.86
	TASK 5.0 SUBTOTAL	2	88	20	14	12	6	6	8	8	6	8	0	178	\$ 30,975.96
Task 6 Project Study Report -Project Development Support (PSR-PDS)															
	TASK 6.0 SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
SUBTOTAL															
	Other Direct Costs			32	14	24	9	10	20	20	10	14	8	351	\$ 68,100.87
	Travel, Auto, incld. Mileage at current IRS rate (.56/mile)													0	\$ 725.52
	Surveys and Reports														\$ 275.52
	SUBTOTAL HOURS	76	114	32	14	24	9	10	20	20	10	14	8	351	\$ 68,826.39
Year 2022 Escalation 70% at 3%		\$555.13	\$461.58	\$92.57	\$43.59	\$65.95	\$48.35	\$39.86	\$76.65	\$93.20	\$35.09	\$26.06	\$21.06		\$ 1,559.09
TOTAL															\$ 70,385.48

Scope of Services

Estimate of Cost Proposed Consultant Services											
City of Menifee Garbani Road & 215 Interchange PID June 2021											
FIRM NAME: Epic Land Solutions, Inc.											
TASK	DESCRIPTION	Hourly Rate	Rates and Hours							TOTAL	COST
			Right of Way Planning Lead	Right of Way Planner	Senior Appraiser	Senior Right of Way Agent	Utility Coordination Lead	Utility Coordinator	Right of Way Agent		
			\$179.86	\$134.20	\$186.77	\$115.52	\$151.15	\$77.82	\$76.09	\$125.90	
Task 1	Project Management - PID Component										
	TASK 1.0 SUBTOTAL		0	0	0	0	0	0	0	0	\$ -
Task 2	Transportation Problem Definition and Site Assessment										
2.03	Utility Search										
	Request utility information from Utility Owners						22	29	2	53	\$ 5,734.26
	TASK 2.0 SUBTOTAL		0	0	0	0	22	29	2	53	\$ 5,734.26
Task 3	Initial Alternatives Development										
3.02	Base Maps and Plan Sheets										
	TASK 3.0 SUBTOTAL		0	0	0	0	0	0	0	0	\$ -
Task 4	Alternatives Analysis										
4.02	Utility Relocation Requirement Assessment										
	Prepare Utility Estimate						10	14	2	26	\$ 2,753.16
4.08	Right-of-Way Conceptual Cost Estimate										
	Determine Right of Way Impacts		8	16		4				36	\$ 5,055.36
	Prepare Right of Way Cost Estimate		8	16	4	4				32	\$ 4,795.24
	TASK 4.0 SUBTOTAL		16	32	4	8	10	14	2	94	\$ 12,603.76
Task 5	Preliminary Environmental Analysis Report (PEAR)										
	TASK 5.0 SUBTOTAL		0	0	0	0	0	0	0	0	\$ -
Task 6	Project Study Report -Project Development Support (PSR-PDS)										
	TASK 6.0 SUBTOTAL		0	0	0	0	0	0	0	0	\$ -
	SUBTOTAL		16	32	4	8	32	43	4	147	\$ 18,338.02
	Other Direct Costs										\$ 300.00
	Mileage										\$ 100.00
	Postage										\$ 100.00
	Property Ownership and Real Estate Data										\$ 100.00
	TOTAL		16	32	4	8	32	43	4	147	\$ 18,638.02

Scope of Services



Rate Schedule

Effective August 4, 2021 to August 4, 2022

<u>Classification</u>	<u>Billing Rate per Hour*</u>
Analyst I	\$145.00
Analyst II	\$165.00
Professional I	\$190.00
Professional II	\$225.00
Sr. Professional I	\$265.00
Sr. Professional II	\$295.00
Sr. Professional III	\$325.00
Sr. Support Staff	\$155.00
Support Staff	\$110.00

*Billing Rates are reviewed yearly and are adjusted as necessary upon approval by the City.

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Scope of Services



Garbaní PID

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$180.00 - \$350.00
Senior Associate	\$175.00 - \$340.00
Associate	\$160.00 - \$245.00
Senior Engineer/Planner	\$135.00 - \$215.00
Engineer/Planner	\$115.00 - \$165.00
Senior Engineering Technician	\$145.00 - \$195.00
Senior Project Accountant	\$160.00 - \$165.00
Senior Project Coordinator	\$120.00 - \$165.00
Project Coordinator	\$85.00 - \$150.00
Technician	\$115.00 - \$160.00
Intern	\$90.00 - \$115.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (56 cents per mile as of Jan 2021).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

Scope of Services



Rate Schedule

Classification	Billing Rate
Principal Engineer	\$238.13
Senior Geologist	\$177.01
Senior Engineer	\$146.05
Project Engineer	\$111.13
Staff Engineer	\$82.55

Scope of Services



Rate Schedule

Classification	Hourly Rate
Brian Calvert, Project Director	\$281.22
Youji Yasui, Sr. Consultant III	\$186.27
Johnnie Garcia, Associate Consultant I	\$137.76
Irvin Elizabeth, Associate Consultant I	\$148.26
Mario Barrera, Sr. Consultant II	\$130.86
Keith Lay, Tech Director	\$255.81
Jon Hardie, Tech Director	\$189.83
Gregory Hoisington, Manager Consultant	\$182.49
Karen Crawford, Project Director	\$221.90
Jennifer Ban, Sr. Consultant II	\$167.70
Megan Flacy, Associate Consultant I	\$88.63
Invoicing	\$83.57

Other Direct Costs	
Travel, Auto, incld. Mileage at current IRS rate (.56/mile)	\$275.52
Surveys and Reports	\$450.00

Scope of Services



Client: Kimley Horn
Agency: City of Menifee
Project: Garbani Road & 215 Interchange PID
Scope of Services: Utility Research and Conceptual Cost Estimate
Date Submitted: June 16, 2021

Title/Classification	Hourly Billing Rate
Right of Way Planning Lead	\$179.86
Right of Way Planner	\$134.20
Senior Appraiser	\$186.77
Senior Right of Way Agent	\$115.52
Utility Coordination Lead	\$151.15
Utility Coordinator	\$77.82
Right of Way Agent	\$76.09
Budget & Financial Controls	\$125.90

The rates above reflect the direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. These rates will be re-calculated at the beginning of each calendar year.

Staff billing rates provided include the Federal Acquisition Regulations (FAR) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects.

If the NTP is received after 120 days from this proposal, fees and billing rates may require revision.

Other Direct Costs	Rate
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost
Property Ownership and Tenant Data	At Cost
Outside Services (Vendors & Subconsultants)	At Cost