

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”):Line F Channel Project, CIP No. 13059

Contract Number:

Consultant Name (“**Consultant**”):JLC Engineering & Consulting, Inc.

Consultant Business Type:Corporation

Consultant Address:41660 Ivy Street, Suite A / Murrieta, CA 92562

Consultant Representative Name and Title (“**Consultant Representative**”):Joseph L. Castaneda,  
PE / President

Consultant Representative Work Phone and Email:(951) 304-9552 / joe@jlcengineering.com

**Termination Date:**June 30, 2028

Total Not-To-Exceed Contract Amount (“**Contract Sum**”):\$503,000

City Department Contact (“Department Contact”):Bob Moehling, Director of Public Works

Department Contact Work Phone and Email:951-461-6036 / bmoehling@MurrietaCA.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No):No

## **RECITALS**

The City desires to contract with a Consultant to provide professional services as more further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

## **AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF MURRIETA (“CITY”)**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1. SERVICES OF CONSULTANT**

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.0 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.1 Term.** The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

**3.2 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer,

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

**5.2 Indemnification.**

**(a) General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnatee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnatee(s) will reimburse and pay for all costs and expenses, including

legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

**5.3 Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful



act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** 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.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

- 8.1 Non-liability of City Officers and Employees.** No officer or employee 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.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** 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, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was 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 has or will 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. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto 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) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF MURRIETA, a California municipal corporation

By: \_\_\_\_\_

Justin Clifton, City Manager

**Effective Date:**

**ATTEST:**

\_\_\_\_\_  
Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Tiffany Israel, City Attorney

Date:

**CONSULTANT:**

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following Services:**

Engineering design services for Storm Drain Channel Line F from Washington Avenue to Murrieta Creek as described in the Proposal/Scope of Services from JLC Engineering, attached hereto as Exhibit "A-1".

#### **II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

Regular project schedule updates, progress submittals, bi-monthly progress meetings, monthly progress reporting.

#### **III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

#### **IV. Consultant will utilize the following personnel to accomplish the Services:**

Joe Castaneda, PE; Jacob Castaneda, MS, EIT; Jonis Smith, MS, PE; Greg Rende, PE; Shelah Riggs; Michael Van Noty, PLS; Lisa Battiato, CEG, PG; JS & TM (consultant); MNS Engineers (consultant); Geocon (consultant); Plumb Line Surveying (consultant); Rende Consulting (consultant)

EXHIBIT "A-1"



## Scope of Services

### **Murrieta Creek Master Drainage Plan Line F, Washington Avenue to Murrieta Creek - Phase 1**

Project No. 25-489 / CIP 13059

## **1. Preliminary Design Phase**

### **1.1 Research & Review of Existing Reports, Plans, and Mapping**

The Project Team will provide preliminary field and site research services to collect and review existing background data. Data collection includes right-of-way documents, existing utilities plans, soils, and geologic information, "as-built" construction drawings for the regional channel facilities, local storm drain "as-built" construction drawings, existing drainage reports, previous project reports, and proposed development plans. In addition, a field reconnaissance investigation of the project area will be performed. The field investigation will include a verification of the site conditions and accuracy of as-built plans and maps. All existing data compiled during the research and data collection process will be compiled and summarized on the base maps developed for the project.

### **1.2 Right-of-Way, Utility and Environmental Constraints Map**

Using the base maps developed for the project, the Project Team will assess all data and mapping collected for the project. Using the data, the Project Team will assess potential project constraints associated with right-of-way, utilities, environmental markers and other structural elements.

### **1.3 Hydrology Model Recreation**

Using the hydrology model for Line F dated February 24, 1997, the Project Team will recreate the hydrology model for the drainage area. The current model was prepared for a 100 year storm frequency. The Project Team will recreate the hydrology model using the HEC-HMS program to establish a model using current program requirements. Additionally, the Project Team will re-run the hydrology model using a 5 year, 10 year, 25 year and 50 year storm event. It is anticipated that the resource agency will require these analyses as part of the floodplain analyses. Moreover, the Project Team will obtain the historical rainfall data for the Murrieta Creek/Tenaja Road rain gauge and perform a data assessment to document the number of intervals the historical rainfall depth for the 3 hour and 6 hour rainfall exceeded the 5 year, 10 year, 25 year, 50 year and 100 year storm event rainfall depths for 3 hour and 6 hours durations. These assessments are being performed to provide quantifiable data to the City of Murrieta to evaluate potential flood risks.

The hydrology model will be discussed and evaluated for the City of Murrieta. A Hydrology Technical Memorandum will be prepared to summarize the findings and discuss how the findings influence the selection criteria for proposed alternatives. Note that JLC is calling the Hydrology Report – and other proposed intermediate technical report documentation developed for the City – "Technical Memorandum" since they will be used to support a comprehensive Project Design Report (PDR) in support of the 35% plan set. Decomposing the the written technical documentation into smaller, focused items will make on-going collaboration with the City easier and ensure that intermediate review is focused on specific items.

### **1.4 Pre-Project Floodplain Assessment**

The Project Team will develop a pre-project HEC-RAS 2D Model to assess the existing condition floodplain for Line F. Models have been prepared in the past using the HEC-RAS 1D model. However, due to the sheet flow condition that occurs when flows overtop the channel, a HEC-RAS 2D model will more accurately predict the flooding condition that occur along 1<sup>st</sup> Avenue, 2<sup>nd</sup> Avenue, New Clay Street, 4<sup>th</sup> Avenue, and 5<sup>th</sup> Avenue. The floodplain assessment will be

used as part of the permitting process for the Line F Project. Note that JLC will not prepare a CLOMR/LOMR during Phase 1 of the project. JLC anticipates a CLOMR will be prepared during Phase 2 of the project and a LOMR will be prepared during/after Phase 3 once construction is complete.

### **1.5 Alternatives Assessment Exhibits**

The Project Team will prepare up to four (4) conceptual storm channel design exhibits to present and document the alternative configurations proposed and investigated as a part of the project. The exhibits will provide plan view information and data with sufficient detail to clearly demonstrate the proposed improvements. The exhibits will be prepared to a conceptual design level to facilitate cost estimating and decision making. The concept plan will provide the preliminary site grading, constructed facility sizing, horizontal alignment, necessary site improvements, and roadway improvements. The conceptual plans will identify existing facilities and utilities that would be impacted by the proposed improvements. Construction constraints will be identified as well as existing and proposed easements and right of way.

### **1.6 Assessment of Special Concrete Structures**

The Project Team will evaluate up to four (4) channel type alternatives to determine their viability and the structural requirements needed for compliance with RCFC&WCD structural design standards. The Project Team's structural consultant will evaluate the proposed structures being recommended and assist in determining which structures may require structural design during Phase 2. This evaluation will not include structural analysis. The scope of work will be a qualitative assessment using Caltrans Standards or other RCFC&WCD Standards to determine footing dimensions and structural thickness.

### **1.7 Floodplain Assessment & Hydraulic Analyses for Alternatives**

The Project Team will develop hydraulic models using HEC-RAS 1D or WSPG Model to determine the hydraulic operation of the channel system. These assessment are proposed since it is anticipated that a soft bottom channel alternative may not be feasible to contain the 100 year floodplain. As a result, hydraulic modelling will be required to determine potential channel overtopping and downstream flooding. Note that a CLOMR/LOMR process for the project will be performed during Phases 2 and 3 of the project.

### **1.8 Construction Cost Estimates and Alternatives Evaluation**

The Project Team will prepare construction cost estimates commensurate with the concept level alternatives exhibits. Construction quantities will be determined from the conceptual exhibits. Unit costs for construction items will be based upon available City of Murrieta and RCFC&WCD unit costs and bid records from recent project or available bid records from recent public works projects in Riverside County. The Project Team will evaluate the design alternatives by providing design data, quantities, construction cost estimates, and providing independent scoring in the alternatives decision making matrix evaluation of each alternative improvement program.

## 1.9 Project Design Report

Based on the tasks completed as part of Task 1, the Project Team will prepare a comprehensive Project Design Report (PDR) summarizing the entire preliminary engineering process in a single comprehensive document that will support the 35% plan set and will include findings, analyses, and recommendations. The PDR will consist of the following high-level structure:

- Hydrology & hydraulic modeling results
- Detailed design alternatives for Line F
- Alternative analyses with evaluation matrix
- Quantities and cost estimates for each alternative
- Development and justification of the preferred alternative
- Recommendations and conclusion

This high-level structure will capture the action items outlined in section B.1 of the City of Murrieta's Request for Qualifications (RFQ) document.

## 2. CEQA/NEPA Documentation & Permitting Process

### 2.1 Project Description & Technical Studies

The Project Team will develop a Project Description for inclusion in the Project Description section of the IS/MND to reflect the latest proposed project components utilizing the Line F Alternative Assessment and the 35% plan set documents.

Technical Studies include are as follows:

- Air Quality and Greenhouse Gas Analysis
- Energy Impact Analysis
- Cultural Resources & Paleontology Assessment
- Construction Traffic Analysis
- Noise Analysis
- Habitat Assessment & MSHCP Compliance Report
- Jurisdictional Delineation

### 2.2 Field Investigation, Jurisdictional Delineation & Mapping

The Project Team will conduct a site visit to perform a formal jurisdictional delineation that will determine the limits of state and federal jurisdictional waters and wetlands located within the boundaries of the permanent (and temporary, if any) project footprint. The jurisdictional delineation will result in the following:

- Determination of the USACE's ordinary high-water mark (OHWM) and indicate the existence of any three (3)-parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of wetland hydrology, hydrophytic vegetation, and hydric soils in accordance with the September 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).

- Identification of CDFW jurisdictional areas being on-site streambed and active banks, or to the outer drip line of riparian vegetation (if present), pursuant the California Fish and Game Code; and
- In cases where isolated waters, not subject to federal jurisdiction are present, the delineation will identify areas under the jurisdiction of the RWQCB pursuant to the California Porter-Cologne Water Quality Act

## **2.3 Permit Application Package for Resource Agencies**

The Project Team will prepare the following permit application and materials for the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) and California Department of Fish and Wildlife (CDFW) for submittal. The scope of work includes submittal of two separate permit application packages for the project.

### **404 Individual Permit**

The Project Team will prepare a separate request for a 404 Individual Permit for the project. A request for authorization will be prepared using Form 4325 for review by the City and submitted to the USACE.

This scope of work includes preparation of the draft Public Notice for posting by the USACE, preparation of the NEPA EA using the USACE format for adoption by the USACE, and preparation of a 404(b)(1) Alternatives Analysis with up to three (3) alternatives. Because the project is located within the limits of the Western Riverside MSHCP, we are assuming that formal Section 7 consultation is not required and approvals by US Fish and Wildlife will be limited to ensuring compliance with the MSHCP. If these tasks are required by the resource agencies, MNS can prepare these documents under separate scope and budget.

### **401 Water Quality Certification or Waste Discharge Requirement**

Section 401 of the Clean Water Act (CWA) requires that any discharge of dredge or fill material into Waters of the U.S., including wetlands, not violate state water quality standards. Water quality certification must be obtained as a condition of Section 404 of the CWA before USACE will issue the 404 NWP. A written request for a Section 401 Water Quality Certification will be submitted to the RWQCB, Region 9, San Diego Board.

### **CDFW 1602 Streambed Alteration Agreement**

The Project Team will prepare the SAA application for submittal to CDFW (Inland Deserts, Region 6) to request authorization for temporary and permanent impacts to Waters of the State associated with the project.

### **Permit Tracking and Resource Agency Coordination**

Applications will be coordinated with USACE, RWQCB, and CDFW throughout processing to ensure that any potential issues are communicated to the City and resolved at the earliest possible opportunity. Coordination may include telephone, email or written correspondence, or meetings with the agencies. This scope of work includes up to 48 hours of agency coordination time (40 hours per tract), including up to two (2) site visits with regulatory agency staff and the project team.

## 2.4 Initial Study Preparation

- Draft Initial Study/Mitigated Negative Declaration
- Administrative Draft IS/MND

The Project Team will prepare an Administrative Draft IS/MND for review by the city utilizing the current Project Description and Technical Studies. The IS/MND will address the latest CEQA Appendix G Checklist, including the following impact areas:

- Aesthetics
- Agriculture / Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards & Hazardous Materials
- Hydrology/Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities / Service Systems
- Wildfire

The IS will provide written responses to each question on the Environmental Checklist that describe and qualitatively and/or quantitatively evaluate the project's impact related to each topic. Each response will include a conclusion regarding the significance of the project's impact, which may be determined to be potentially significant, potentially significant unless mitigated, less than significant, or no impact.

### **Draft IS/MND**

Once reviewed by the city, the Project Team will review and revise the IS/MND to be finalized for public review. Project Team will schedule a conference call with City staff (if required) to review any substantive comments and finalize the IS/MND. Once finalized, Project Team will work with the City to finalize the public release of the Draft IS/MND document, in accordance with Section 15073 of the State CEQA Guidelines. Project Team assumes that the city will facilitate the public release and circulation of the Draft IS/MND. In the event that the city requests that MNS complete the noticing process, Project Team can provide those services under a separate scope and fee.

## **2.5 Cultural Resources & Paleontology Assessment**

The Project Team will prepare a Cultural Resources Assessment for the project. This assessment will involve identifying and evaluating potential cultural & paleontological resources within the project area, including archaeological sites, historical structures, and other significant resources. A records search will be conducted with the California Historical Resources Information System (CHRIS). This research characterizes the status and extent of previous cultural resource studies and paleontological resource studies completed in the project area and will help predict the types of resources expected within the project site boundaries. Upon receipt of the results of the records search, the Project Team archaeological and paleontological staff will conduct a site survey. The Project Team will adhere to CEQA requirements and other applicable regulations to ensure thorough documentation and assessment of cultural resources. The assessment findings will support the preparation of necessary reports to aid in the CEQA document and permitting process.

The Project Team will compile the findings into a Cultural Resources Assessment report, which will summarize the methods, results, and conclusions of the study, detailing observed resources and recommendations for mitigation or preservation measures.

## **2.6 Final Initial Study/Mitigated Negative Declaration**

### **Response to Comments**

Once the public review period is complete Project Team will prepare the Response to Comments section of the Final Initial Study. The responses will address all environmental-based comments, pursuant to the CEQA Guidelines. An administrative draft version of the response to comments will be submitted to City Staff for review. Since it is infeasible to estimate the number of comments on the Draft IS/MND, Project Team has preliminarily estimated 30 hours of staff time for the response to comments.

### **Mitigation Monitoring and Reporting Program**

Project Team will prepare a Mitigation Monitoring and Reporting Program (MMRP) for the project pursuant to Section 15097 of the CEQA Guidelines. The Project Team will submit an administrative version of the MMRP to City Staff for review and comment. Once reviewed, the Project Team will prepare a final MMRP document. Upon City adoption of the IS/MND, Project Team will incorporate the MMRP into the final IS/MND.

### **Errata**

Any changes to the text of the IS/MND will be summarized in an errata section of the Final IS/MND. The Project Team will identify the revisions to the Draft IS/MND in a strikeout/underline format. This task assumes that there will be no changes to the technical studies, in the event that changes to the technical studies are required the Project Team will coordinate those with the city.

### **Final IS/MND**

An administrative draft of the Final IS/MND will be submitted to City Staff for review. The Project Team will make the appropriate revisions and submit a draft iteration of the response to comments to City Staff for final approval. Once approved, the Project Team will incorporate the responses into the Final IS/MND. The Project Team will provide an electronic submittal of the Final IS/MND, including response to comments and errata changes to the Draft IS/MND.



## Notice of Determination

Project Team will prepare a Notice of Determination in accordance with Section 15075 of the State CEQA Guidelines for the City to file with the County Clerk. We recommend that the Applicant file the Notice of Determination within 5 days of adopting the IS/MND to establish a 30-day statute of limitations. The Applicant would provide the applicable California Department of Fish and Wildlife and County filing fee.

## 2.7 NEPA Categorical Exemption

Project Team will prepare a Categorical Exclusion under NEPA for the proposed project. The Project Team will draft a brief memorandum that includes the following:

- Purpose and Need: Description of the problem that exists, and how the proposed project addresses that problem.
- Proposed Action: Brief description of the proposed project features and components.
- Compliance with Federal Laws: Description of the proposed project in relation to applicable federal resource regulations including:
  - Section 106 of the National Historic Preservation Act
  - Executive Order No. 11990 (Wetlands Impacts)
  - Executive Order No. 11988 (Floodplains)
  - Section 7 of the Endangered Species Act
  - Section 4(f) of the Transportation Act
  - Section 6(f) of the Land and Water Conservation Act
  - Farmland Protection Policy Act
  - Coastal Zone Management Act
  - Wild and Scenic Rivers Act
  - Clean Air Act
  - Socioeconomic and Environmental Justice
  - Noise

This analysis assumes that the proposed project would not result in any impacts related to the acts above, and that only the supporting technical studies prepared for the CEQA document will be required. The findings of this analysis would be summarized in support of the Categorical Exclusion.

Once completed, the Project Team would submit this analysis in electronic format for review by the City for submittal to the federal lead agency. MNS assumes one round of review from the City and the federal lead agency. Once reviewed, Project Team would provide a final Categorical Exclusion in electronic format.

## 3. Geotechnical Engineering

Converse Consultants, the Project Team consultant, will conduct a geotechnical investigation of the subsurface soils beneath or near the proposed Line-F alignment.

## **Subsurface Exploration**

Converse will drill 6 borings, at 500-ft interval along the project alignment to a depth of 20.0 feet bgs or to refusal, whichever is shallower. The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags from various depths and within a 5-foot zone of the pipe elevation. Groundwater levels, where encountered in the borings, will be recorded.

## **Laboratory Testing**

Converse will perform Laboratory Testing of soil samples. Laboratory testing may include, but not necessarily be limited to, the following:

- In-place moisture and density
- R-value
- Sand equivalent
- Direct Shear
- Soils corrosivity
- Sieve analysis
- Laboratory maximum density

## **Geotechnical Engineering Analysis and Geotechnical Report**

Data obtained from the field investigation and laboratory tests will be evaluated. Engineering analyses will be performed to prepare a geotechnical investigation report. The report will include the following items:

- Project description
- Present condition of the street along the stormdrain alignment.
- Logs of the exploratory borings.
- Approximate GPS coordinate of all borings
- Local Geology and faulting.
- Existing pavement structural section at boring locations
- Description of onsite material and analysis of its suitability for use as fill, bedding, or backfill.

- Preparation of foundation soil below the storm drain system including depth of soil removal (over-excavation), ground scarification, fill placement and compaction.
- Stability and erosion potential of cut slopes. Slopes will be evaluated for stability under static, seismic, and rapid drawdown conditions. (if unlined).
- Seismic parameters based on 2022 California Building Code.
- Liquefaction potential along the SD alignment based on available information.
- Allowable soils bearing pressures.
- Allowable at-rest, active, passive, and seismic lateral earth pressures.
- RCB bedding recommendation in accordance with RCFCD/City of Murrieta.
- Excavatability of the soil along the stormdrain alignment.
- Stability of temporary trench excavation.
- Shoring design and construction recommendations.
- Suitability of excavated materials for use as bedding and backfill.
- RCB subgrade preparation recommendation.
- Trench backfills recommendation.
- Asphalt Concrete pavement section

## 4. Topographic Survey and Mapping

The Project Team will utilize a topographic survey that is within the JLC Database to complement the design of the project. The topography map is based on a December 2018 survey. The Project Team will perform a topographical certification to validate the topography. Exhibit A provides the limit of the existing topography. Additionally, the survey will include a boundary and mapping base map that delineate the adjacent the project boundary defined as APN 906-140-076. The proposed facility alignment will be surveyed along the existing channel bottom. Moreover, survey cross sections will be taken along the full width of Kalmia Street and the roadway intersections from Washington Ave. to 5<sup>th</sup> Avenue to provide sufficient data for the Kalmia Street roadway design. The information will be used to design and install storm drain laterals if required. A detailed ground survey will be conducted to capture visible ground features and utilities within the proposed alignment to develop a topographic base map specific to the needs of this project. The survey will be based upon the 1988 National Geodetic Vertical Datum (NAVD88). The horizontal control system for the survey will be the 1983 North American Datum (NAD83) Zone-VI California State Plan Coordinate system. Land survey services include the tie-out of existing survey centerlines, property corner monuments, benchmarks, or other existing survey markers. The scope of work will include the following items:

- **Boundary Survey** for APN 906-140-075 and 906-140-076. This will include centerline data for Washington Ave., Kalmia St., 1st, 2nd, New Clay, 4th, and 5th Ave. shall be located, including right-of-ways.
- **Record of Survey** the compile previously acquired boundary survey data used in the boundary survey and prepare a Record of Survey map, in accordance with the *State Land Surveyor's Act* and Riverside County requirements.

- **Monumentation:** Upon approval of the Record of Survey by the County Surveyor, PLSI shall set new boundary corner monuments in accordance with the Record of Survey Map.
- **Topography Survey** to be conducted for streets and interim channel. Street improvements along Washington Ave and Kalmia St will utilize traditional ground surveying methods. The drainage channel shall also use traditional ground surveying methods at approximately 50'-100' intervals based on reasonable accessibility and line of sight across the channel. Survey includes, but not limited to, existing manholes, valve covers, power poles, culverts at Calle Estancia and Washington Ave., wing walls and outlet structure on southwest side of Washington, two storm drain systems in the earthen channel and dip all sewer manholes. Spot elevations will be gathered within the project area for comparison check against existing topography by others.
- **Augmented Topography Map** will be prepared using data gathered during the boundary survey and topography survey. The AutoCAD drawing file will be provided for use by client for this project. Project will be tied to an NAVD 88 benchmark with 1' contour intervals and a 1"=40' scale.

## 5. Existing Utility Research & Coordination

The Project Team will coordinate with the City of Murrieta to obtain base mapping for utilities. The City of Murrieta will be responsible for contacting the utility agencies to obtain base mapping. Additionally, the Project Team will research which utilities are within an existing easement and which utilities are under a franchise agreement. Based on the utility base maps received from the utility agencies, a utility base map CAD file will be prepared. The Project Team plans to provide the following notifications to document communication:

1st Notification will occur twice during the project timeline. The 1st Notification will occur when the notice to proceed is issued. The 2nd Notification will occur when the Project Design Report is submitted to the City of Murrieta.

3rd Notification will occur three times during the processing of the 35% Plans.

## 6. Utility Potholing / Utility Investigation

The Project Team will utilize KIP Construction to pothole existing utilities that would be affected by the proposed channel and roadway improvements to confirm alignment and vertical information and conformance with As-Built plans. The Project Team will develop a pothole exhibit that identifies a total of 5 potholes. The Project Team expects one (1) pothole in Calle Estancia and four (4) in Kalmia Street. The five (5) potholes will use Hydro or Air and Vacuum Excavation Potholing with Vacuum Excavation. This is a specialized process of digging a test hole to expose underground facilities with the use of high-pressure water or air to gently remove soil covering an underground utility for the purpose of positively locating, identifying, and mapping the utility. The exposed utility will be surveyed to record spatial coordinate location, elevation data, type of utility, and pipe/conduit/facility material. This data will be included in the site topographic survey data and reflected on the base file map and improvement plans.

## 7. Right of Way Needs Identification

The Project Team will provide a plan view map exhibit corresponding to the selected alternative showing the right of way acquisition needed to construct the proposed improvements. The exhibit will show the existing public easements and right of way and the easements and right-of-way needed for the proposed improvements. An exhibit will be provided for each alternative. Exhibits will show existing ROW, proposed ROW, easements, property lines, dimensions, owner's names, APNs, and utilities with prior rights. Exhibit content is defined by section B.7 of the RFQ. The exhibit will be prepared at a scale of 1"=40'. This task does not include a right-of-way certification, appraisal, or acquisition services. The Project Team will request title reports as needed from the City of Murrieta. This is by request of the City of Murrieta. Four (4) title reports are anticipated by the Project Team for R/W needs. Note that six (6) title reports are anticipated for boundary survey making the expected project total ten (10) title reports. This clarification is provided to avoid confusion with other references to the number of expected title reports in the RFQ response and scope documents.

## 8. 35% Conceptual Design Plan

The Project Team will prepare a 35% storm channel design plan equivalent to a 35% design plan set for the proposed channel system improvements. The preliminary plan set will provide the proposed site grading, facility sizing, horizontal alignment, vertical profile, location of proposed storm drain laterals and curb inlet catch basins, necessary walls and structures, and roadway improvements. The channel plans will be developed using the RCFC&WCD Drafting Manual and the Guidance for Partner Led Project. The improvement plans will be prepared at a scale of 1"=20' as required by RCFC&WCD. Preliminary detail drawings will be provided to show relocation and reconfiguration of existing utilities to facilitate construction of proposed improvements. The street improvement plans will be developed at 1" = 40' scale and will utilize City of Murrieta Border and standards as required. The digital topographic base map and/or aerial photography obtained by the Project Team will be used as background data for the project. It is anticipated that the plans set(s) will include the following:

1. 35% Line F Channel Plans: A total of 12 Sheets are anticipated which consist of 1 Title Sheet, 6-8 Plan & Profile Sheets, 1-2 Detail Sheets, 1 Survey Control Sheet as required by the RCFC&WCD Drafting Manual.
2. 35% Murrieta Creek and Line F Channel Confluence: Due to the challenges with connecting to Murrieta Creek, a grading plan and Maintenance Plan will be developed for the project. This is typically not required until 60% per the RCFC&WCD Drafting Manual. However, the design is imperative to coordinate disturbance limits, maintenance & operation limits with RCFC&WCD and the Resource Agencies.
3. 35% Kalmia Street Improvement Plans: A total of 8 Improvement Plan Sheets will be required for the redesign of Kalmia Street. This will include a title sheet, 4 Plan and Profile Sheets, 1 Cross Section Sheet, 1 Intersection Sheet and 1 Detail Sheet.
4. Project Design Report: The Project Team will advance the Project Design Report to complement the 35% Plan Set. The PDR is living document through Phase 1 work bringing together all project communication and technical writing (memos) together into one coherent written document that supports all plans, analysis and feasibility considerations for proposed alternatives.

## 9. Project Management & PDT Meetings

The Project Team will provide project management services and attend/facilitate PDT meetings on a time and material basis. The scope assumes a fixed pool of hours that are expected to be need for the project. A total of 180 hours are budgeted for project management and PDT meetings. The Project Team will bill for these hours as they occur on a time and material basis.

### List of Deliverables

The following deliverables will be delivered to the City of Murrieta through the execution of the above prescribed scope of work:

- Project Development Team Meeting Agendas, Schedule, & Meeting Minutes
- Project Design Report and Alternative Analyses, includes the following technical memos:
  - Hydrology Technical Memo
  - Hydraulic Technical Memo for Pre-Project Floodplain
  - Alternative Assessment & Design Technical Memo
- CEQA & NEPA Document(s) Draft IS/MND, Final IS/MND
  - Air Quality and Greenhouse Gas Analysis
  - Energy Impact Analysis
  - Cultural Resources & Paleontology Assessment
  - Construction Traffic Analysis
  - Noise Analysis
  - Habitat Assessment & MSHCP Compliance Report
  - Jurisdictional Delineation
  - Resource Agency Permits
    - \* 401 Permit
    - \* 404 Permit
    - \* 1602 permit
- Site Topographic Survey and Base file Map in CAD
- Geotechnical Engineering Report
- 35% Line F Channel Plans
- 35% Kalmia Street Improvement Plans
- 35% Engineer's Construction Cost Estimates
- Outline for Special (Technical) Provisions
- Right of Way Needs Identification Exhibit

### Assumptions and Exclusions:

To further clarify our proposed scope of services and avoid misunderstandings we provide the following list of assumptions and exclusions that are a part of this scope of work and reflected

in our fee. All services to be provided by the JS&TM team are explicitly stated. No additional services are implied.

- Survey pricing does not include filing Record of Survey or other recorded maps should monumentation be found missing.
- Task 6 (Utility Potholing / Utility Investigation) pricing allows for 5 potholes
- No LiDAR data included.
- No tree survey (species, DBH, height etc.) included
- All fieldwork will be done in one mobilization during normal weekday working hours.
- About 2 days will be required to complete drilling.
- Access to the storm drain alignment will be available during normal weekday working hours at no additional cost to us.
- Professional traffic control will NOT be required during the geotechnical investigation.
- Only field services including land survey, and geotechnical drillers services will be subject to prevailing wages as defined in Labor Code Sections 1770-1780.
- The cost estimate and scope of services do not include environmental study of soil and groundwater and any inspection and/or testing services during construction.
- Structural engineering evaluations may require performing preliminary structural analysis and design calculations. The need for the service will be discussed during the preliminary design.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

**There are no special requirements for this project.**



## **EXHIBIT “C”**

### **SCHEDULE OF COMPENSATION**

**I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**

**III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

# EXHIBIT "C"

## SCHEDULE OF COMPENSATION

### PHASE 1 PROJECT DESIGN REPORT, CEQA/NEPA AND ENVIRONMENTAL PERMITTING , 35% DESIGN PLANS & COMPLEMENTARY REPORTS & SURVEYS

PROJECT TASKS		FEE FOR TASK	DESCRIPTION OF PROJECT TASKS
TASK #1 PRELIMINARY DESIGN REPORT			
1.1) RESEARCH AND REVIEW OF EXISTING REPORTS, PLANS, AND MAPPING	\$5,000.00	WORK INCLUDES RESEARCH OF EXISTING STORM DRAIN, STREET, RECORD MAPS AND UTILITY PLANS. RESEARCH FOR DRAINAGE REPORTS & HYDROLOGY MODELS WILL BE PERFORMED AT RCFC&WCD AND CITY OF MURRIETA. A REQUEST FOR THE RICK ENGINEERING FLOODPLAIN MODEL FOR KALMIA	
1.2) RIGHT-OF-WAY, UTILITY AND ENVIRONMENTAL CONTRAINTS MAP	\$2,000.00	A CONSTRAINTS MAP WILL BE DEVELOPED FOR THE 2,500 LINE F COORIDOR TO INDENTIFY ALL POTENTIAL RIGHT-OF-WAY, UTILITY AND ENVIRONMENTAL CONSTRAINTS THAT ARE EXISTING. THIS INCLUDES SEWER LINES, POWER POLES, STORM DRAIN OUTLET PIPES, SENSITIVE VEGETATIVE AREAS	
1.3) HYDROLOGY MODELLING RECREATION	\$12,000.00	USING THE RCFC&WCD STUDY FOR LINE F 2/24/1997, THE TEAM WILL RECREATE THE HYDROLOGY MODEL FOR LINE F. THIS WILL BE USED TO ASSESS THE EXISTING FLOODPLAIN	
1.4) PRE-PROJECT FLOODPLAIN ASSESSMENT	\$12,500.00	USING HEC-RAS 2D THE PROJECT TEAM WILL ASSESS THE EXISTING FLOODPLAIN TO DETERMINE THE EXISTING SHEET FLOW CONDITIONS THAT BREAKOUT FROM THE EXISTING CHANNEL. THIS WILL ESTABLISH A BASELINE CONDITION	
1.5) ALTERNATIVE ASSESSMENT (100 SCALE DRAWINGS) (4 TOTAL)	\$24,000.00	THE TEAM WILL DEVELOP 4 POTENTIAL ALTERNATIVES THAT WILL BE DESIGNED AT A 100 SCALE WHICH INCLUDE PLAN AND PROFILE. THE DESIGN WILL ASSESS THE FOLLOWING ALTERNATIVES: 1) RECTANGULAR CONCRETE CHANNEL PER MDP, 2) RECANTANGULAR SOFT BOTTOM CHANNEL, 3) TRAPEZOIDAL CONCRETE SIDE SLOPE SOFT BOTTOM CHANNEL AND 4) COMBINED EARTHEN CHANNEL & SUBSURFACE STORM DRAIN OVERFLOW SYSTEM	
1.6) ASSESSMENT OF POTENTIAL SPECIAL CONCRETE STRUCTURES	\$8,500.00	THE TEAM WILL UTILIZE THE STRUCTURAL CONSULTANT TO ASSESS THE POTENTIAL CONCRETE STRUCTURAL SECTIONS REQUIRED FOR CHANNEL SYSTEMS. THESE WILL BE BASED ON ROUGH ORDER ANALYSES	
1.7) FLOODPLAIN ASSESSMENT & HYDRAULIC ANALYSES FOR ALTERNATIVES	\$18,000.00	THE TEAM WILL PERFORM HYDRAULIC MODELS FOR THE 4 PROPOSED ALTERNATIVES USING HEC-RAS 1D OR WSPG MDOELS TO DETERMINE THE HYDRAULIC OPERATION OF THE CHANNEL SYSTEM.	
1.8) ALTERNATIVE COMPARATIVE ANALYSES & COST ESTIMATES	\$14,000.00	THE TEAM WILL DEVELOP A MATRIX USING CHARACTERISTICS, SUCH AS KALMIA STREET IMPACTS, UTILITY CONFLICTS, FLOOD PROTECTION, HYDRAULIC EFFICIENCY, ENVIRONMENTAL CONTRAINTS, R/W CONTRAINTS AND COST TO EVALUTE THE 4 ALTERNATIVES. USING A WEIGHTED FACTORING SYSTEM, APPROVE BY THE CITY, THE ANAYSES WILL BE USED TO PROVIDED A RECOMMENDED ALTERNATIVE.	
1.9) PROJECT DESIGN REPORT	\$7,300.00	A PROJECT DESIGN REPORT WILL BE DEVELOPED FOR THE PROJECT DOCUMENTING THE HYDROLOGY, HYDRAULIC AND ALTERNATIVE ASSESSEMENT. THE PROJECT DESIGN REPORT WILL PROVIDED A RECOMMENDED ALTERNATIVE TO BE USED FOR THE 35% PLAN SET.	
TASK #2 CEQA AND NEPA DOCUMENTATION & PERMITTING PROCESS			
2.1) PROJECT DESCRIPTION & TECHNICAL STUDIES	\$172,300.00	Our Environmental Team will be performing all the tradtional studies required to comply with CEQA and NEPA. Additionally, field survey will be conducted to assess the biological conraints within and adjacent to the proposed disturbance footprint of the project. The project will commence with the preparation ofa project description and teh required tehcnial studies. After developing a jurisdictional conraints map, The Project Team will work together to assess channel alternatives, environmental impacts and mitigation measures for the project. The findings will be used to submit permit application to the resource agencies. The Project Team will develop an Initial Stuy with teh anticipation of processing a Mitigated Negative Declaration. The Environmental Team eill also prepare a Categorical Exemption under NEPA.	
2.2) FIELD INVESTIGATION, JURISDICTIONAL DELINEATION & MAPPING			
2.3) PERMIT APPLICATION PACKAGE FOR RESOURCE AGENCIES			
2.4) CULTURAL RESOURCE ASSESSMENT			
2.5) INITIAL STUDY PREPARATION			
2.6) FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION			
TASK #3 GEOTECHNICAL INVESTIGATION			
3.1) FIELD EXPLORATION	\$20,750.00	Field Exploration will be performed by the Project Team along the bottom or adjacent to the existing Line F Interim Channel and Kalmia Street. A total of 6 borings are proposed. The Project Team will prepare a Geotechnical Report that documents the researched performed, soil conditions for the proejct and the labortary results to complement the project.	
3.2) GEOTECHNICAL REPORT & LABORTORY TESTING			
TASK #4 SURVEYING & TOPOGRAPHICAL MAPPING			
4.1) RESEARCH OF RECORD MAPS	\$32,750.00	The Project Team will utilize an aerial/topographical map dated 12/2018 as the design data. Traditional survey methods will be used along the channel and Washington Avenue & Kalmia to complement the aerial topogprahy. Moreover, the scope will include a boundary survey and a record of survey for the project area. Utilizing the aerial/topographical map for the area will allow PProejct Team to survey the existing channel with triadtional survey methods which will provide an accurate depiction of the existing channel.	
4.2) BOUNDARY SURVEY & BASE MAP			
4.3) FIELD SURVEY OF EXISTING STRUCTURES & KALMIA ROAD SECTIONS			
4.4) TOPOGRAPHY CHECK & RE-CERTIFICATION			
TASK #5 EXISTING UTILITIES RESEARCH & COORDINATION			
5.1) UTILITY AGENCY OUTREAGH (REMOVED BY CITY REQUEST)	\$6,000.00	A utility base map will be created for the project. A field reconnaissance will be performed to document and validate all existing utilities. A photograph log will be prepared for the project. The City will provide base files for all existing utilities by reaching out to utility entites.	
5.2) UTILITY BASE MAPPING			
5.3) 1 <sup>ST</sup> UTILITY NOTIFICAITON FOR PREFERRED ALTERNATIVE			
5.4) 2 <sup>ND</sup> UTILITY NOTIFICAITON FOR 35% PLANS			
TASK #6 POTHOLING			
6.1) UTILITY CONFLICT MAP & POTHOLE EXHIBIT	\$500.00	The Project Team will develop an exhibit identifying the potholes required for the project.	
6.2) POTHOLE REPORT (5 POTHOLES)	\$6,000.00	A total of 5 potholes will be performed for the project based on a no-fee encorachment permit.	
TASK #7 RIGHT-OF-WAY			
7.1) TITLE REPORTS FOR IMPACTED PARCELS (10 TITLE REPORTS) (REMOVED BY CITY REQUEST)	\$0.00	The City will obtain Title Reports (6) for the boundary survey and Title Reports (4) as required for right-of-way acquisition.	
7.2) RIGHT-OF-WAY EXHIBIT	\$6,800.00	The Project Team will prepare a Right-of-Way exhibit identifying the project right-of-way and easements acquisitions required for the project based on the requirements outline in Section B.7 of the RFQ (up to 4 exhibits - 1 per alternative - per RFQ description).	
TASK #8 PRELIMINARY DESIGN (35% PLAN SET)			
8.1) 35% PLAN DEVELOPMENT FOR PREFERRED ALTERNATIVE	\$78,500.00	The 35% Plans to conform to RCFC&WCD Drafting Manual & 30% Plan Set Requirements. Plan will be at a scale of 1"=20' for 2,400' of Open Channel. A total of 12 Sheet are anticipated. This includes a Title Sheet, 6-8 Plan & Profile Sheets, 1-2 Detail Sheet and 1 Survey Control Sheet.	
8.2) 35% DESIGN FOR MURRIETA CREEK & LINE F CONFLUENCE	\$8,500.00	Due to challenges with connecting to Murrieta Creek and the environmental issues a Grading Sheet and Maintenance Plan Sheet are being proposed.	
8.3) 35% KALMIA STREET IMPROVEMENT PLANS	\$25,000.00	This includes redesign fo Kalmia Street @ 1"=40' and connections to Washington Ave, 1st Ave, 2nd Ave, 4th Ave and 5th Ave Intersection Design. A total of 8 Sheet are anticipated. This includes a Title Sheet, 4 Plan & Profile Sheets, 1 Cross Section Sheets, 1 Intersection Design Sheet, and 1 Detail Sheet	
8.4) 35% PROJECT DESIGN REPORT	\$7,500.00	The Preliminary Design Report prepared under Task #1 will be updated to be in confrmance with the improvement plans.	
		\$467,900.00	
TASK #9 PROJECT MANAGEMENT & PDT MEETINGS			
9.1) PROJECT MANAGEMENT & PDT MEETINGS	\$35,100.00	Scope has provided a total of 180 Hours of Project Management and Coordination with City of Murrieta. This includes a total of 18 Monthly Meetings and 8 Coordination Meetings. Time will be billed as incurred based on Time & Materials.	
TOTAL PROJECT COST		\$503,000.00	

EXHIBIT "C-1"



**City of Murrieta**

**June 19, 2025**

**Re: Line F (Phase 1) – Project No. 25-489 / CIP 13059**

Dear Mr. Frohman,

Thank you for considering JLC Engineering & Consulting, Inc. to provide engineering services for the above-mentioned project. Please find enclosed our proposed Hourly Fee Rate Schedule. The Fee Rate Schedule contains rates for JLC Engineering and for JLC's subconsultants.

Please do not hesitate to call if you have any questions. We look forward to working with you.

Sincerely,

JLC Engineering & Consulting, Inc.

A handwritten signature in blue ink, appearing to read "Joseph L. Castaneda".

Joseph L. Castaneda, PE

Principal

JC/mc

**JLC HOURLY FEE RATE SCHEDULE**

The following rates shall apply to services provided on a time-and material basis. Rates are reflected hourly.

***General***

President / Principal	\$185.00
General Administration / Clerical	\$105.00

***Civil***

Project Manager	\$155.00
Senior Project Engineer	\$120.00
Project Engineer	\$105.00
Design Engineer / Designer	\$100.00
CADD Designer	\$85.00
Senior CADD Drafter	\$75.00
CADD Drafter	\$70.00

***Construction Management***

Resident Engineer	\$120.00
Assistant Resident Engineer	\$110.00
Field Inspector	\$85.00

***Survey***

Three Person Survey Crew/GPS Crew	\$255.00
Two Person Survey Crew / GPS Crew	\$230.00
One Person Survey / GPS Crew	\$200.00
Senior Project Manager / Project Manager	\$135.00
Survey Analyst	\$110.00

<b><i>GIS Specialist</i></b>	\$95.00
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<b>Litigation Consultant / Expert Witness</b>	\$375.00
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<b>Courier Services</b>	\$80.00
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**REIMBURSABLE EXPENSES**

The following expenses will be billed at cost plus 12%:

**Reproduction Services:**

Includes blueprinting, copying, printing and plotting.

**Rental Equipment and Fees:**

Any equipment rental and any fees advanced by our firm including plan check and filing fees.

**Commercial Delivery Services:**

Including Express Mail, Federal Express, UPS, and independent courier services.

**In-House Pick-Up and Delivery:**

These services provided by our firm will be reimbursed at \$55.00 per hour. In addition, mileage will be billed at \$0.575 per mile with no markup.

**Travel Expenses:**

Mileage to and from the job site will be billed at a rate \$0.575 per mile with no markup.

**Per Diem:**

Per diem for overnight stays will be billed at \$150.00 per day, per man.

**SUBCONSULTANT HOURLY FEE RATE SCHEDULE**

The following rates shall apply to services provided on a time-and material basis. Rates are reflected hourly.

***JS & TM Engineering***

Principal Engineer	\$195.00
Project Engineer	\$195.00
Senior Designer	\$195.00

***MNS***

Project Manager	\$260.00
Principal Regulatory Specialist	\$235.00
Principal Planner	\$195.00
Senior Planner	\$180.00
GIS Technician	\$175.00
Senior Biologist	\$160.00
Associate Planner	\$150.00
Regulatory Specialist	\$145.00

***Plumb Line Surveying***

Three Person Survey Crew/GPS Crew	\$255.00
Two Person Survey Crew / GPS Crew	\$230.00
One Person Survey / GPS Crew	\$200.00
Senior Project Manager / Project Manager	\$135.00
Survey Analyst	\$110.00

***Kip Construction***

Principal	\$185.00
Field Technician	\$85.00

***Rende Consulting Group***

Principal	\$195.00
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**Note:** Reimbursable expenses for subconsultants will be billed in accordance with the terms specified in the JLC Engineering Fee Rate Schedule.

## **COMPREHENSIVE FEE SCHEDULE**

**Geocon West, Inc.**

*Geotechnical Engineering Services*

The following pages contain the comprehensive fee schedule for Geocon West, Inc., our geotechnical engineering subconsultant.



## 2025 SCHEDULE OF FEES – RV25

Rates will increase by 3% at the start of each year, rounded up to the nearest dollar, for the duration of the contract.

### Professional Services

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher .....	\$100/hr
Engineering Assistant/Lab Technician .....	\$100/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill) .....	*\$90/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.) .....	*\$95/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles) .....	*\$115/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles) .....	*\$130/hr
Staff Engineer/Geologist .....	*\$130/hr
Senior Staff Engineer/Geologist .....	*\$140/hr
Project Engineer/Geologist .....	*\$150/hr
Senior Project Engineer/Geologist .....	*\$160/hr
Senior Engineer/Geologist .....	*\$175/hr
Associate Engineer/Geologist .....	*\$200/hr
Principal Engineer/Geologist/Litigation Support .....	\$400/hr
Attorney Fees (General) .....	\$500/hr
Deposition or Court Appearance .....	\$550/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out) .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	

\*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$55/hr

### Travel

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem) .....	Quote Based on Location
Vehicle Mileage .....	0.75/mile

### Equipment, Materials

Nuclear Density Gauge/Sand Cone Testing Equipment .....	*\$10/hr	Dynamic Cone Penetrometer .....	\$250/day
Vehicle .....	*\$10/hr	Generator or Air Compressor .....	\$200/day
Special Inspection Equipment .....	*\$10/hr	Hand-Auger .....	\$50/day
Pick-up Truck .....	\$175/day	Lath Bundle .....	\$100/ea
55-Gallon Drum .....	\$75/ea	Manometer .....	\$200/day
AC Cold Patch .....	\$50/bag	Mobile Laboratory with Lab Technician .....	\$1,900/day
Gravel .....	\$50/bag	Perforated 3" PVC Pipe .....	\$55/10ft
Quick Set PCC Patch .....	\$50/bag	Sand Cone Testing Equipment .....	\$10/hr
Sand .....	\$50/bag	Schmidt Hammer .....	\$100/day
GPS Unit .....	\$200/day	Soil Sample Tube .....	\$15/ea
Battery-Powered Pump .....	\$100/day	Temp Marking Paint .....	\$20/can
Coring Machine (concrete, asphalt, masonry) .....	\$350/day	Water Buffalo .....	\$100/ea
Double Ring Infiltrometer .....	\$250/day	Water Level Indicator .....	\$75/day
Drive-Tube Sampler .....	\$75/day		

## Laboratory Tests\*

### COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold .....	\$300/ea
(D698/D1557/T99/T108) 6-inch mold .....	\$300/ea
(CT 216) California Impact .....	\$300/ea
Check Point .....	\$125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) .....	\$200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) .....	\$75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) .....	\$350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) .....	\$125/ea

### SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value .....	\$350/ea
(D2844/CT301) Resistance Value, Treated .....	\$350/ea
(D1883) California Bearing Ratio .....	\$600/ea
(C977) Stabilization Ability of Lime .....	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) .....	600/ea

### CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity .....	\$175/ea
(D4972/T289) pH Only .....	\$75/ea
(CT417) Sulfate Content .....	\$125/ea
(CT422) Chloride Content .....	\$125/ea
(D2974) Organic Content .....	\$100/ea

### PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall .....	\$270/ea
(D5856) Permeability, Rigid Wall .....	\$260/ea
(D2434) Permeability, Constant Head .....	\$280/ea
(D2434) Permeability, FHA Slab-on-Grade .....	\$110/ea
(D2434) Permeability, Hourly .....	\$55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) .....	\$400/ea
(D2435/T216) Consolidation Additional Point w/ Unload .....	\$90/ea
(D4546) Swell/Compression Testing & Density .....	\$125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) .....	\$85/ea
(D4546) Swell/Settlement Testing & Density (County) .....	\$100/ea
(D4546) Swell/Settlement Testing & Density (FHA) .....	\$90/ea
(D4829) Expansion Index of Soils .....	\$250/ea

### STEEL TESTING

#### Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller .....	\$100/ea
#14 Bar .....	\$125/ea
#18 Bar (Proof Test) .....	\$150/ea
(A370) Bend Test	
#11 Bar & Smaller .....	\$50/ea
#14 & #18 Bar .....	\$75/ea
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller .....	\$175/ea
#14 Bar & Larger .....	\$225/ea
(A370) Tensile – Electric Resist. Butt Splice w/ Control .....	\$175/ea
(A370) Straightening of bar (if required) .....	\$50/ea

#### Structural Steel Tests:

(A370) Machining & Prep of Test Specimen .....	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs .....	\$125/ea
200,000 – 300,000 lbs .....	\$150/ea
300,000 – 400,000 lbs .....	\$175/ea

#### Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire .....	\$175/ea
(A416) Tensile Strength, 7-Wire Strand .....	\$200/ea

### SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve .....	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash .....	\$175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash .....	\$150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash .....	\$125/ea
(C117/D1140/T11) Materials Finer than #200 .....	\$115/ea
(D2216/T265/CT226) Moisture Content .....	\$40/ea
(D2487/D2488) Visual Soil Classification .....	\$40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method .....	\$50/ea
(D4943) Shrinkage Factors of Soils, Wax Method .....	\$75/ea
(C131/C535/CT211) L.A. Abrasion Resistance .....	250/ea
(C142/T112) Clay Lumps and Friable Particles .....	155/ea

### SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles .....	\$250/ea
(D3744/CT229/T210) Durability Index Fine .....	\$200/ea
(D3744/CT229/T210) Durability Index Coarse .....	\$200/ea
(CT227) Cleanness Value .....	\$200/ea
(D4791) Flat & Elongated Particles .....	\$175/ea
(D693/CT205) Percent Crushed Particles .....	\$200/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate .....	\$200/ea
(C40/CT213/T21) Organic Impurities .....	\$100/ea
(C235) Soft Hardness (Scratch Hardness) .....	\$125/ea
(C88/CT214/T104) Sulfate Soundness .....	\$500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate .....	\$175/ea
(C127/CT206/T85) Coarse Specific Gravity .....	\$150/ea
(C128/CT207/T84) Fine Specific Gravity .....	\$175/ea
(D854/CT209/T100) Specific Gravity of Soil .....	\$200/ea
(C29/CT212/T19) Unit Weight & Percent Voids .....	\$125/ea
(D2419/CT217/T176) Sand Equivalent .....	\$150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) .....	\$250/ea
(D4318/CT204/T89) Liquid Limit .....	\$125/ea
(D4318/CT204/T90) Plastic Limit .....	\$125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete .....	Quote

### SHEAR STRENGTH

(D2166) Unconfined Compression .....	\$100/ea
(D3080/T236) Direct Shear (3 points) .....	\$350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass .....	\$125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear .....	\$115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged .....	\$160/ea
(D4767) Consolidated-Undrained Triaxial Shear .....	\$265/ea
(D4767) Consolidated-Undrained Triaxial Staged .....	\$340/ea
(EM1110) Consolidated-Drained Triaxial Shear .....	\$375/ea
(EM1110) Consolidated-Drained Triaxial Staged .....	\$480/ea

### MASONRY\*\*

#### Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption .....	\$350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) ..	\$125/ea
(C140) Compression Test .....	\$300/ea
(C140) Compression Test (ea. addtl. specimen) .....	\$125/ea
(C426) Linear Drying Shrinkage .....	\$350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4") .....	\$30/ea
(C942) Grout Prism (3"x3"x6"), trimming included .....	\$35/ea

#### Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16" .....	\$200/ea
(C1314) 8"x16"x16" – 10"x12"x16" .....	\$225/ea
(C1314) 12"x12"x16" – 12"x16"x16" .....	\$250/ea
(C1314) Larger than 12"x16"x16" .....	Quote



## Laboratory Tests\* (continued)

### High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts.....	\$100/ea
(A563) Proof Load Test on Nuts.....	\$100/ea
(A325/A490) Hardness Test on Bolts.....	\$50/ea
(A536) Hardness Test on Nuts.....	\$50/ea
(F436) Hardness Test on Washers.....	\$50/ea

### Weld Specimen Tests:

(E164) Ultrasonic Examination.....	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macrotech Test (3 Faces).....	\$355

## ASPHALT TESTING

### Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA.....	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM).....	\$225/ea
(D2041) Theoretical Max Specific Gravity.....	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt.....	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$175/ea
(D1188) Unit Weight of Asphalt Core.....	\$95/ea

## MISCELLANEOUS TESTING SERVICES

### Calibration of Hydraulic Ram:

100 Ton & Under.....	\$250/ea
101 Tons – 200 Tons.....	\$350/ea

### Use of Universal Testing Machine:

UTM with One Operator.....	\$400/ea
Additional Technician.....	Regular Tech Rate

### Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness.....	\$125/ea
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### Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$250/set
(C67) 5-Hour Absorption, Boiling Water.....	\$250/set
(C67) Compression Test or Modulus of Rupture.....	\$300/set
(C67) Each Additional Specimen.....	\$100/ea

## CONCRETE\*\*

### Mix Designs:

(ACI211/ACI214) Concrete Mix Design.....	\$450/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	\$450/ea
(C192) Concrete Trial Mix (includes equipment & labor).....	\$650/ea

### Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core.....	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.....	\$125/ea
(C174) Length Measuring of Drilled Cores.....	\$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	\$350/set
(C1140) Shotcrete Panel (each addtl. specimen).....	\$125/ea
(C496) Static Modulus of Elasticity.....	\$250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	\$650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.....	\$95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor.....	\$50/ea
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\*2X Surcharge on rush turn-around for laboratory testing.

\*\*Fee applies for sample storage, testing, or disposal.

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
7. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

**Preliminary Design Report by Summer 2026; Environmental Documentation by Spring 2027; 35% Level Design Plans and Bidding Documents by Spring 2027**

- III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

## **EXHIBIT E**

### **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.

**3. Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

**4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

**5. Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**Cyber Liability** Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

#### **6. Technology Professional Liability Errors & Omissions**

***(Only if vendor is providing a technology service (data storage, website designers, etc.) or product (software providers)***

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

**If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.**

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### **Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

##### **Primary Coverage**

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### **Umbrella or Excess Policy**

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

### **Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

**Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**Duration of Coverage**

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT F**  
**FEDERAL REQUIREMENTS**  
**(Only applicable if required on cover page of agreement)**