

# AGREEMENT FOR CONSULTANT SERVICES BETWEEN

## CITY OF TEMECULA AND MICHAEL BAKER INTERNATIONAL, INC.

### VAIL RANCH PARK RESTROOMS, PROJECT NUMBER PW23-06

**THIS AGREEMENT** is made and effective as of **August 13, 2024**, between the **City of Temecula**, a municipal corporation hereinafter referred to as "City"), and **Michael Baker International, Inc.**, a **Corporation** (hereinafter referred to as "**Consultant**"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement shall commence on **August 13, 2024** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.

At the beginning of each calendar year, the Consultant may request an adjustment to the payment rates and schedule of payment in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change. Any adjustment of Payment Rates and Schedule must be agreed upon by the City and Consultant and incorporated by an Amendment to the Agreement.

#### 2. SERVICES

**Consultant** shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. **Consultant** shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

#### 3. PERFORMANCE

**Consultant** shall faithfully and competently exercise the ordinary skill and competence of members of their profession. **Consultant** shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of **Consultant** hereunder in meeting its obligations under this Agreement.

#### 4. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar

day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

**All contractors and sub-contractors who provide the type of work or services that require the payment of prevailing wage must register with the Department of Industrial Relations this includes but is not limited to: Construction, Design, and Preconstruction Phases of Construction (including, but not limited to, Inspection, Geotechnical, and Land Surveying Work), and Maintenance (except for Janitorial or Security Guards) for work on City property.**

## **5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

## **6. PAYMENT**

a. The City agrees to pay **Consultant** monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed for the total term of this agreement **One Hundred Seventy-Seven Thousand Eight Hundred Sixty Dollars (\$177,860.00)** unless additional payment is approved as provided in this Agreement.

b. **Consultant** shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . **Consultant** shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and **Consultant** at the time City's written authorization is given to **Consultant** for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

c. **Consultant** will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of **Consultant** fees, it shall give written notice to **Consultant** within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement **Consultant**

shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

## **7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the **Consultant** at least ten (10) days prior written notice. Upon receipt of said notice, the **Consultant** shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to **Consultant** the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the **Consultant** will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

## **8. DEFAULT OF CONSULTANT**

a. The **Consultant** failure to comply with the provisions of this Agreement shall constitute a default. In the event that **Consultant** is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating **Consultant** for any work performed after the date of default and can terminate this Agreement immediately by written notice to the **Consultant**. If such failure by the **Consultant** to make progress in the performance of work hereunder arises out of causes beyond the **Consultant's** control, and without fault or negligence of the **Consultant**, it shall not be considered a default.

b. If the City Manager or his delegate determines that the **Consultant** is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the **Consultant** with written notice of the default. The **Consultant** shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the **Consultant** fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **9. OWNERSHIP OF DOCUMENTS**

a. **Consultant** shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. **Consultant** shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. **Consultant** shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing

data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the **Consultant**. With respect to computer files containing data generated for the work, **Consultant** shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the **Consultant** shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the **Consultant**.

## 10. INDEMNIFICATION

a. Indemnity for Design Professional Services. In connection with its design professional services, but subject to the limitations of Section 2 of this Agreement, **Consultant** shall hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees"), with respect to any and all claims, demands, liabilities, losses, costs or expenses, including reimbursement of reasonable attorney fees and costs of defense (collectively "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property which to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **Consultant** or any of its officers, employee, sub-consultants, or agents in the performance or its professional services under this Agreement. In no event shall the cost to defend charged to the **Consultant** exceed the Consultant's proportionate percentage of fault as set forth in California Civil Code 2782.8.

b. Other Indemnities. The **Consultant** agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of **Consultant's** negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

## 11. INSURANCE REQUIREMENTS

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

a. Minimum Scope 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 operation, property damage, bodily injury, and personal & advertising with limits no less than Two

Million (\$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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than Two Million (\$2,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) Professional Liability (Errors and Omissions): One million (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their 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's products and completed operations of the Consultant; premises owned, occupied or used by the Contractor. General liability coverage can be provided in the form of an endorsement to the Consultant 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). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers,



officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. 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.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Consultant's 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 higher limits maintained by the Consultant.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Vendor, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. 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 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.

f. Special Risks or Circumstances. The 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.

## 12. INDEPENDENT CONTRACTOR

a. **Consultant** is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of **Consultant** shall at all times be under **Consultant's** exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of **Consultant** or any of **Consultant's** officers, employees, or agents except as set forth in this Agreement. **Consultant** shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City.

**Consultant** shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to **Consultant** in connection with the performance of this Agreement. Except for the fees paid to **Consultant** as provided in the Agreement, City shall not pay salaries, wages, or other compensation to **Consultant** for performing services hereunder for City. City shall not be liable for compensation or indemnification to **Consultant** for injury or sickness arising out of performing services hereunder.

### **13. LEGAL RESPONSIBILITIES**

The **Consultant** shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The **Consultant** shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the **Consultant** to comply with this section.

### **14. RELEASE OF INFORMATION**

a. All information gained by **Consultant** in performance of this Agreement shall be considered confidential and shall not be released by **Consultant** without City's prior written authorization. **Consultant**, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided **Consultant** gives City notice of such court order or subpoena.

b. **Consultant** shall promptly 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 regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent **Consultant** and/or be present at any deposition, hearing or similar proceeding. **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, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### **15. NOTICES**

Any notices which either party may desire to give to the other party under 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, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address: City of Temecula**

Attn: City Manager  
41000 Main Street  
Temecula, CA 92590

To Consultant: Michael Baker International, Inc.  
Attn: Christopher Alberts  
40810 County Center Drive, Suite 200  
Temecula, CA 92591

16. **ASSIGNMENT**

The **Consultant** shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, **Consultant** sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the **Consultant**.

17. **LICENSES**

At all times during the term of this Agreement, **Consultant** shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. **GOVERNING LAW**

The City and **Consultant** understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. **PROHIBITED INTEREST**

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the **Consultant**, or **Consultant's** sub-contractors for this project, during his/her tenure or for one year thereafter. The **Consultant** hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the **Consultant** or **Consultant's** sub-contractors on this project. **Consultant** further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. **ENTIRE AGREEMENT**



This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of **Consultant** warrants and represents that he or she has the authority to execute this Agreement on behalf of the **Consultant** and has the authority to bind **Consultant** to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMECULA**

**Michael Baker International, Inc.**

*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
James Stewart, Mayor

By:   
Christopher Alberts, VP

**ATTEST:**

By: \_\_\_\_\_  
RANDI JOHL, CITY CLERK

By:   
Timothy Thiele, Assistant Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

Consultant

\_\_\_\_\_  
**Michael Baker International, Inc.**  
\_\_\_\_\_  
**Attn: Christopher Alberts**  
\_\_\_\_\_  
**40810 County Center Drive, Suite 200**  
\_\_\_\_\_  
**Temecula, CA 92591**  
\_\_\_\_\_  
**951-676-8042**  
\_\_\_\_\_  
**calberts@mbakerintl.com**

# **EXHIBIT A**

## **TASKS TO BE PERFORMED**

*The specific elements (scope of work) of this service include:*

### *Scope of Services*

*All tasks to be performed are per the proposal provided by the Contractor attached hereto and incorporated herein as though set forth in full.*

## WORK PLAN

### TASK 1 PROJECT MANAGEMENT

Michael Baker will hold a project kick-off meeting with the City, appropriate staff, and subconsultants to discuss the project's objectives, schedule, preliminary designs, and strategies. Subsequently, a meeting with the City will be held to deliberate findings from the survey and utility research and discuss the direction required to move forward. Progress meetings will be held throughout the project to resolve any issues or conflicts that may arise during the design, as well as, to review comments of the 60% and 95% submittals. This tasks also include coordination efforts between the various disciplines, grant coordination, and general project management to keep the project moving forward.

Anticipated forty-eight (48) hours are included in this scope of work.

*Assumptions: Regularly scheduled meetings are not expected but can be accommodated for an additional fee.*

### TASK 2 UTILITY COORDINATION

#### Utility Research

Michael Baker will coordinate with Southern California Edison (SCE), Rancho California Water District (RCWD), Eastern Municipal Water District (EMWD), and the City to obtain as-built plans. Meetings with the utility companies and the City will be held:

- With SCE to ensure there is adequate power for the restroom.
- With RCWD to verify the existing  $\frac{3}{4}$ " potable water service is sufficient to support the restroom.
- With EMWD to confirm location and size of the lateral.

#### Proposed Utility Processing

Michael Baker will submit plans to EMWD for the proposed sewer lateral to the restroom for their review and approval. A maximum of three (3) revisions is anticipated.

#### Assumptions and Exclusions:

*Assumes the client will pay for as-built plans or special processing fees if required by the utility owner. Dry utilities are not expected to be relocated. Wet utilities are assumed to be sufficient. Potholing is excluded. Additional utility design that is not detailed herein is excluded.*

### TASK 3 TOPOGRAPHIC SURVEY

#### Task 3.1 Topographic Survey

Michael Baker will perform a field survey of the project site to facilitate engineering design. The survey will be used to identify the locations and elevations of existing features and site elevations. The results of this survey will be compiled as CADD files to be used by the design team.

The site survey shall include obtaining locations, elevations and descriptions of:

1. Spot elevations on hardscape features.
2. Curb and gutters, sidewalks and driveways.
3. Building footprints, fences and walls.
4. Street & Pavement areas including the roadway surface and cross gutters.
5. Power poles, streetlights, traffic signals and major signs, overhead power lines within the Right of Way.
6. Above ground utilities including valves, pull-boxes, meters, and vaults.
7. Dip sewer manholes.
8. All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground.

*Assumption/Exclusions: Aerial topography and areas outside of the scoped area are excluded from the scope.*

#### Task 3.2 Record Data Map

Michael Baker shall plot the record position of the project boundary in approximate orientation with a specific coordinate system, compiled supplemental survey with other overlay features, Consultant shall perform the following tasks:

- Baker shall perform research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property;

- Baker shall prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments;
- Baker shall perform a field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping;
- Baker shall plot the record boundary lines on the aerial base map, with the understanding of the Client that said record boundary is NOT the result of a comprehensive boundary survey and analysis, and that it's orientation may disagree substantially from the position determined by a full boundary survey and analysis;
- The budget for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey.

Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, shall be covered by Client.

#### **TASK 4 CONCEPT DESIGN PLAN**

Michael Baker shall provide the City with the maximum of two possible locations for the restroom after reviewing the topographical layout of the park, optimal utility connection, proximity to the play area and/or picnic tables. Once the City determines the ultimate location, a conceptual design plan will be developed. The conceptual design shall include:

- A pad for the restrooms with the geotechnical and PCR recommendations;
- ADA compliant pathway from existing park amenities to the restroom;
- Location of landscaping and irrigation around the proposed restroom;
- Sewer line connection 6 feet from the building; and
- Tie-in location for a water line.

*Deliverables: One electronic version in PDF format.*

#### **TASK 5 ENVIRONMENTAL SERVICES**

Michael Baker's approach to preparing the CEQA document for the proposed projects is to first and foremost work collaboratively with the City of Temecula to prepare documentation that satisfies CEQA requirements, assists the City in the decision-making process and public outreach, and follows an efficient and effective project delivery process. To accomplish these objectives, our approach is founded on the following principles:

- Conduct technically adequate, complete, and defensible environmental analyses;
- Create reader-friendly CEQA documents that utilize a combination of narrative, tables, and exhibits to help the reader understand the environmental consequences of each project; and
- Establish and achieve a milestone/critical path schedule for each project.

Since it is not anticipated that the projects will result in a significant effect to the environment, our proposal assumes that a Categorical Exemption will be the appropriate CEQA document for each project for budgetary purposes. We plan to "stack" a Class 3 (New Construction or Conversion of Small Structures) and Class 4 (Minor Alterations to Land). We are currently using this approach for the City of Murrieta's Glen Arbor Dog Park Project, which involves construction of an enclosed dog park, tot lot, ADA Path of Travel, additional surface parking, and related utilities at Murrieta's existing Glen Arbor Dog Park. The conclusions of the Categorical Exemption will be supported by a Biological Resources Constraints Memorandum and a Cultural Resources Constraints Study.

#### **Task 5.1 Project Initiation and Project Description**

##### ***Task 5.1.1 Project Initiation***

The work program will be initiated with a kick-off meeting with City representatives to discuss the project features in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Michael Baker will host the project Kick-Off Meeting over a video conferencing platform (i.e., Zoom or Microsoft Teams). Prior to the kick-off, Michael Baker will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kick-off meeting, Michael Baker will prepare Meeting Minutes that detail action items for Michael Baker and City staff.

*Deliverables: Kickoff Meeting Agenda and Meeting Minutes (PDF)*

### ***Task 5.1.2 Literature/Record Research and Project Description***

Upon completion of the kickoff meeting, Michael Baker will obtain and review data for the analysis of project-relevant policies and documentation, as well as from local, state, and federal agencies, which may be affected by the project. This information, along with data and information available from the City, will become part of the foundation for the environmental documents. Michael Baker will prepare a draft project description for review and comment by the City of Temecula. After receiving comments and making the appropriate changes, we will submit a revised version of the project description, which will be the basis for the project's environmental analysis and project technical studies.

*Deliverables: Draft Project Description in Microsoft Word format and Revised Draft Project Description in Microsoft Word format*

## **Task 5.2 Technical Studies**

### ***Task 5.2.1 Biological Resources Constraints Memorandum***

Michael Baker will conduct a literature review of the California Natural Diversity Database (CNDDDB, California Department of Fish and Wildlife [CDFW]), Rare Plant Inventory (RPI), California Native Plant Society [CNPS]), Web Soil Survey (Natural Resources Conservation Service [NRCS]), National Wetlands Inventory (NWI, U.S. Fish and Wildlife Service [USFWS]), Information for Planning and Conservation (IPaC, USFWS), and other relevant information available for the regional vicinity.

Michael Baker biologists will also conduct a brief site visit. During the site visit, the vegetation communities and land covers will be characterized in a general manner to identify potential biological constraints. The purpose of the survey is to inform the project team of special-status biological resources or conditions on the property that may pose a biological constraint to development. The review is primarily based on the existing conditions on the property and directly adjacent to the property, but also considers previously recorded species occurrences in the region and existing regulations, or regulations that may come into effect during the environmental review process. Potential jurisdictional aquatic resources that may be regulated under the Clean Water Act and/or the California Fish and Game Code will also be identified, if present; however, a formal delineation of the jurisdictional extent of such features is not included under this scope of work.

A Biological Resources Constraints Memorandum will be prepared summarizing the information and results obtained during the literature review and field survey; document all plant, wildlife, and vegetation communities observed; and determine the potential for any special-status species to occur on or within the vicinity of the project site. Potential constraints based on compliance with applicable federal, state, and local regulations will also be evaluated, as well as potential conflicts or constraints associated with compliance with the MSHCP. If special-status biological resources are found or suspected to occur, recommendations for additional studies, any applicable permit pathways, and potential mitigation scenarios or ratios will be discussed. Site photographs taken during the field survey and up to two (2) Geographic Information Systems (GIS) figures will be included in the memorandum to further enhance written text and visually identify specific biological information as it relates to the project site.

*Deliverables: Electronic copy of the Draft Biological Resources Constraints Memorandum (PDF) and electronic copy of the Final Biological Resources Constraints Memorandum (PDF)*

### ***Task 5.2.2 Cultural Resources Constraints Study***

For Class 3 and 4 categorical exemptions under CEQA, the effort required for a cultural resources constraints study is typically less intensive than for projects not falling under these exemptions. Class 3 includes small new construction projects, and Class 4 includes minor alterations to land. These exemptions are considered if the project does not have a significant environmental effect.

In the context of categorical exemptions, the requirements for a cultural resources review are generally more streamlined. Michael Baker International will complete a cultural resources records search of the project site with a 0.5-mile search radius at the Eastern Information Center, Native American Heritage Commission Sacred Lands File search; historic map and aerial photo review, and an archaeological sensitivity analysis of the project site. The intent of the above-mentioned cultural resources constraints study is to determine if there are historical resources, as defined in CEQA Guidelines Section 15064.5(a), within the project area.

*Deliverables: Electronic copy of the Draft Cultural Resources Constraints Study (PDF) and electronic copy of the Final Cultural Resources Constraints Study (PDF)*

## **Task 5.3 Categorical Exemption Report**

### ***Task 5.3.1 Draft Categorical Exemption Memorandum***

Michael Baker will prepare a Draft Categorical Exemption Memorandum to describe why the project qualifies for a CE pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures (Class 3) and CEQA Guidelines Section 15304, Minor Alterations to Land (Class 4). Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and



facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. The memorandum will evaluate the project to ensure it meets applicable Class 3 and Class 4 Categorical Exemption requirements. The technical studies identified in Task 2 will support the conclusions of the Draft Categorical Exemption Memorandum.

The memorandum will also evaluate the project to ensure that none of the following exceptions to the use of CEs (as set forth under CEQA Guidelines Section 15300.2, Exceptions) apply to the project:

- a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
- e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Deliverables: Electronic copy of the Draft Categorical Exemption Memorandum prepared in Microsoft Word and PDF format and Exhibits (jpeg or PDF file format, as requested by the City)

#### **Task 5.3.2 Final Categorical Exemption Memorandum**

After receiving the City's comments on the Draft Categorical Exemption Memorandum and making the appropriate changes, Michael Baker will prepare a proof-check version of the memorandum for the City's consideration. We assume that the proof-check version will adequately address any substantive comments which the City had and that the City's comments on the proof-check version will be limited to edits and clarifications of final points. Michael Baker will address such final edits/clarifications and prepare a final version of the Categorical Exemption Memorandum.

Deliverables: Electronic copy of the Final Categorical Exemption Memorandum prepared in Microsoft Word and PDF format and Exhibits (jpeg or PDF file format, as requested by the City) and four hard copies of the Final Categorical Exemption Memorandum

#### **Task 5.3.3 Notice of Exemption Preparation**

If the document described in Task 3.1 and Task 3.2 determines that the project qualifies for an exemption from CEQA, we will prepare a Notice of Exemption (NOE) pursuant to CEQA Guidelines Section 15062. This scope of work assumes the City will file the signed NOE with the County Clerk.

Deliverables: Electronic copy of the NOE

#### **Task 5.3.4 Project Management, Public Hearings, and Meetings**

##### **Task 5.3.4.1 Project Management**

Michael Baker's assigned project manager will work closely with City staff. This approach optimizes communication between the involved parties. Management activities include coordinating with the project team, ensuring the proposed timeline is met, monitoring the project budget and progress, and providing quality control review of all completed work products. Michael Baker has allocated 6 hours of project management time for this effort.

#### ***Task 5.3.4.2 Public Hearings***

Michael Baker's project manager and team will be available for project hearing support on an as-needed time and materials basis. For the purpose of this scope, it is assumed that the project manager or a team member can attend up to two public hearings for the project to answer questions regarding the project CEQA analysis.

#### ***Task 5.3.4.3 Coordination Meetings***

Michael Baker's project manager will develop a regular meeting schedule with City staff to coordinate on project status and action items throughout the project. It is assumed that these check-in meetings will be conducted via conference call or Microsoft Teams or Zoom, which allows us to share our computer screen with participants to collaboratively review documents. It is expected that these meetings will occur monthly, with more frequent calls necessary during project ramp-up and critical review and comment cycles. Michael Baker assumes coordination meetings would be conducted on a time and materials basis. As a preliminary estimate, an initial estimate of 6 hours of meeting time has been included. This task excludes the Project Kickoff Meeting described above.

*Deliverables: Meeting Agenda in PDF Format and Meeting Minutes in PDF Format*

#### *Assumptions/Exclusions:*

- Michael Baker assumes that improvements at each park would be treated as separate projects under CEQA.
- Michael Baker makes no assumptions regarding the appropriate CEQA documentation for the project. Should the environmental analysis reveal that an Initial Study is the appropriate CEQA document for the project, Michael Baker would be available to prepare the document per the mutual agreement of the City and Michael Baker.
- Michael Baker assumes that all technical studies outside of this scope of work required to complete the CEQA documentation for the project will be prepared under separate contract and provided to Michael Baker. If additional technical studies other than those outlined in the above scope of work become necessary, Michael Baker would be available to conduct the studies per the mutual agreement of the City and Michael Baker.
- Michael Baker has included one review of administrative draft versions of all documents included in our scope of work, as well as one proof-check draft version of the Categorical Exemption. Should multiple reviews beyond those included in our scope of work be requested by the City, additional Michael Baker staff time may be necessary beyond the established budget. Should such a scenario arise, we would work with the City to seek mutually agreeable budget augmentation.
- Michael Baker assumes that the project description will not substantively change during the assignment and that environmental clearance will initiate at 30% design. Should the project description change during the course of the work, additional Michael Baker staff time may be necessary beyond the established budget to revise/update the document and the analysis. Should such a scenario arise, we would work with the City to seek mutually agreeable budget augmentation.
- The technical investigations assume one field survey will be conducted as part of Task 2. The biological resources task does not include focused, protocol-level species surveys, nor formal jurisdictional aquatic resources delineation. If required, Michael Baker will recommend these optional tasks.
- We assume no archaeological or built environment resources are present within the project sites that will require recordation or evaluation for listing in the California Register of Historical Resources.
- We also assume that no Native American consultation support will be required for either project other than providing the results of the NAHC Sacred Lands File search and the list of potentially interested Native American contacts.

### **TASK 6 GEOTECHNICAL SERVICES**

Michael Baker International shall subcontract with Leighton Consulting, Inc. (Leighton) for Geotechnical Services. Scope of services is expected to consist of:

#### **Task 6.1 Field Exploration Program**

Leighton will log and sample three (3) exploratory hand auger borings within accessible areas of the site. Borings will extend 3 to 5 feet below ground surface (BGS) or practical refusal, to assess in-place soil conditions. Disturbed soil samples will be collected during drilling and those samples will be transported to our laboratory for testing. Upon completion of drilling, the borings/holes will be backfilled with soil cuttings. Prior to the field exploration, we will mark the proposed exploration locations in the field and notify Dig Alert (811) so that registered public utilities in the area of our subsurface explorations will be marked. Density testing of existing subgrade soils may also be performed at the location of each of the proposed restrooms.

### Task 6.2 Laboratory Testing

Laboratory tests will be performed on selected, representative soil samples to determine pertinent engineering properties. Tests may include sieve analysis, expansion potential, and maximum dry density/optimum moisture content.

### Task 6.3 Geotechnical Analyses and Report Preparation/Deliverables

Geotechnical data analyses will consist of review of existing in-house data and analyses of the collected data by the Professional Engineer. Leighton will also prepare a report signed by California registered Professional Engineer, summarizing the findings and conclusions of the exploration and provide geotechnical recommendations for foundation systems, including bearing capacities, lateral resistance, and settlement values.

### Task 6.4 Plans and Specifications Review

Leighton will review draft plans and specifications pertaining to geotechnical aspects of this project. This proposal does not include geotechnical testing and observation during construction or services during bidding to respond to contractor's questions pertaining to geotechnical aspects of this project.

## TASK 7 WATER QUALITY MANAGEMENT PLAN (WQMP) CHECKLIST

Due to the small footprint of the restroom and walkways, a Water Quality Management Plan will not be required. Michael Baker shall complete and submit the City's WQMP/WWMP Initial Applicability Checklist.

## TASK 8 ELECTRICAL SERVICES

Michael Baker shall provide an Electrical Design Package for the City of Temecula's Vail Ranch Park restroom building renovation project. The package will consist of electrical plans, details, schedules, specifications, and a construction cost estimate. The drawing package will show underground duct bank routing and conduit and conductors to the building connection point as well as connections to existing SCE tie-ins. Electrical upgrades to the existing service as needed for a complete operating system will be included in the package. Voltage drop and load analysis calculations shall be performed and included in the package. Consultation between Michael Baker and SCE will take place to confirm existing site utility tie-in. Consultation between Michael Baker and Public Restroom Company will also take place to determine electrical loading and connection information for the building. All drawings and calculations will be signed by an electrical engineer licensed in the state of California. Michael Baker will also provide construction bid support to answer RFIs and prepare addendums as needed.

*Exclusions: Lighting Control Design, Lighting Design (Site/Pathway), power distribution other than upgrades to existing system for the restroom building, and power design internal to restroom building.*

## TASK 9 ENGINEERING DESIGN PLANS

### Task 9.1 Preparation of 60% Plans

Michael Baker will prepare 60% preliminary plans addressing comments from the conceptual design plan. Proposed improvements will be designed in accordance with the City's design standard.

Restroom Grading Plans will consist of the following:

- Title sheet, typical sections, and details;
- Construction notes including demolition plan showing limits of existing landscape area removal and/or relocation;
- Horizontal control plans;
- Precise grading plans;
- Drainage plans (if needed);
- Signing and striping plan (if needed);
- Landscape and irrigation plans; and
- Erosion control plans.

*Deliverables: One electronic set in PDF format.*

**Task 9.2 Preparation of 90% Plans**

Michael Baker will prepare 90% Final Design phase of work that incorporates all comments resulting from the City's review of the 60% Design documents. During this effort Michael Baker shall advance the design for the Improvement plans to 90% complete. The intention of 90% complete plans is a set of documents that is substantially complete with previous comments addressed.

*Deliverables: One electronic set in PDF format.*

**Task 9.3 Preparation of 100% Plans**

The 100% Design phase of work will incorporate all comments resulting from the City's review of the 90% Design documents. It is expected that at this level of design all Agency comments have been addressed and no new comments will be provided. This submittal is intended to ensure the City that the design package is ready to list for advertisement. The following plan view sheets listed under "deliverables" are included as part of this task.

*Deliverables: One electronic set in PDF format.*

**Task 9.4 Preparation of Final Bid Ready Plans**

The Final Bid Ready Design phase of work will incorporate any residual comments resulting from the City's review of the 100% Design documents. During this effort Michael Baker shall prepare bid ready documents.

*Deliverables: One electronic set in PDF format. A zip file of AutoCAD drawings through Michael Baker's eFTP site or City approved alternative.*

**TASK 10 SPECIFICATIONS AND COST ESTIMATE****Task 10.1 Specifications**

Michael Baker shall prepare project Contract Documents and Standard Project Specifications using City's boilerplate. These documents shall be submitted during the final design portion of the work (90%, 100%, and Final Bid Ready).

In addition to Standard Project Specifications, Michael Baker shall prepare Project Special Provisions to supplement the Standards found in the 2021 Greenbook Standard Specifications for Public Works Construction ("Greenbook"). Michael Baker shall prepare a section in the Special Provisions for each item listed in the Bid Sheet. In each section, Michael Baker shall at least provide measurement and payment clauses to reinforce or supplement those found in the Greenbook. These Special Provisions shall be provided with the 90% submittal. The final submittal of these Special Provisions shall incorporate comments from the City for the development of the Final Bid Ready set.

*Assumptions: The City will provide boilerplate Technical Provisions and Specifications.*

*Deliverables: One electronically set in Word and PDF formats.*

**Task 10.2 Cost Estimate**

Michael Baker shall prepare a Construction Cost Estimate of Improvement Plan submittal (60%, 90%, 100%, and Final Bid Ready). This estimate shall be developed in the form of a Contract Item List (Bid Sheet) using the standard forms provided by the City.

Michael Baker shall prepare a Raw Estimate of Earthwork Quantities based upon the Street Improvement Plans and Geotechnical Report recommendations as described herein. Allowances for shrinkage and subsidence and quantities for corrective grading work shall be accounted for based upon the available Geotechnical Soils Engineer's Report, or as directed by the City. Raw Cut and Fill Quantities shall be depicted on the Street Improvement Plans, 60%, 90%, 100% and Final.

Development of this opinion shall be accomplished through the use of CADD or other mathematic means and listed in detail for the City to use during bidding and construction administration. The level of contingencies shall start at 25% and be adjusted as necessary during the plan development phase. The goal for the final opinion is a contingency of 10%.

Unit prices for these items shall be developed through the judicious use of City, Riverside County, and/or Caltrans in recent and historical data. Local materials suppliers and contractors may be used to identify unit prices.

Michael Baker makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only, and Michael Baker shall not be responsible for fluctuations in cost factors.

**TASK 11 LANDSCAPE SERVICES**

Michael Baker International shall subcontract with Community Works Design Group (CWDG) for Landscape Services. Scope of services is expected to consist of:

**Task 11.1 Project Initiation/ Data Collection**

CWDG will meet on site with Michael Baker staff and City representatives as an opportunity to discuss the intended outcome of the finished project, relating to ongoing maintenance, preferred irrigation components, and preferred planting selections.

CWDG will review existing plans and City of Temecula's Water Efficient Landscape Design Ordinance.

**Task 11.2 Concept Design Plan**

CWDG will assist Michael Baker with evaluating path of travel to the new prefabricated restroom location and identify any American with Disabilities Act (ADA) upgrades necessary. This will include, but not be limited to, the parking lot, ADA parking stalls, walkway from parking lot, pedestrian ramps, walkway from park play/picnic area. In addition, we will take other landscape maintenance concerns into consideration.

**Task 11.3 Design Development/ Construction Documents**

Upon City's feedback from Michael Baker's Conceptual Design Plan Submittal, we will begin preparation of the Construction Documents (PS&E) for each park. As stated in the RFP, we will make our first submittal at the 60% level, followed with 90% and 100% submittals following subsequent City reviews.

- CONSTRUCTION PLANS: CWDG can provide design and creative direction for the restrooms and hardscape finishes for inclusion in Michael Baker's construction plans for each park.
- IRRIGATION PLANS: CWDG will prepare irrigation plans for the optimal watering of the existing turf and any retrofitting of the system that will be needed to accommodate new planter areas, utilizing City preferred equipment and tying into existing point(s) of connection where possible.
- PLANTING PLANS: CWDG will prepare soil preparation and planting plans for the scope areas. Plant suitability, maintainability, drought resistance and reliability will be primary concerns for the streetscape improvements.
- ADA PATH OF TRAVEL: CWDG will prepare a CASp reviewed ADA Path of Travel for each site for inclusion as a sheet in final construction documents.
- SPECIFICATIONS: Specifications detailing materials and workmanship for all of the above items will be provided to Standard Specifications for Public Works Construction (Greenbook) and City of Temecula standards, Standard Specifications for Public Works Construction "Greenbook", Federal Highway Administration (FHWA), and State of California, Department of Transportation (Caltrans) Standards.
- COST ESTIMATES: Final estimates of probable costs will be prepared for review for each site. This will also include a 90-day maintenance period.
- DOCUMENT PROCESSING: CWDG will submit the documents for City and various agency approvals. We will review applicable redlines and make all necessary corrections.

**Task 11.4 BIDDING PHASE**

- CWDG will assist the City in obtaining and evaluating bids. Services will be performed on an hourly basis per CWDG's current fee schedule.
- CWDG will provide clarifications and responses to landscape-related Requests for Information (RFI) during the bid process.
- CWDG will assist the City in evaluating bid responses for completeness, applicability, math errors, and other requested objectives.

**TASK 12 CONSTRUCTION SUPPORT SERVICES**

Michael Baker shall provide the following pre-construction and ongoing construction assistance/support as requested by client:

- Attend construction coordination meetings as requested by the City.
- Review and respond to contractor submittals for alternative "or equal" materials.
- Review and respond to project related RFI's.

Anticipated forty (40) hours are included in this scope of work.

*Assumptions/Exclusions: As-builts and delta revisions are excluded from the scope.*

## **EXHIBIT B**

### **PAYMENT RATES AND SCHEDULE**

*Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$177,860 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.*



# Michael Baker

## INTERNATIONAL

### HOURLY RATE SCHEDULE

This fee schedule is specific to PW23-06 only  
Effective October 2023 through December 2024

<b>OFFICE PERSONNEL</b>	<b>\$/ Hour</b>
Principal .....	325.00
Environmental Director .....	250.00
QA/QC Manager .....	250.00
Project Manager .....	220.00
Environmental Technical Manager .....	225.00
Environmental Project Manager .....	180.00
Electrical Engineer .....	165.00
Senior Planner/Scientist .....	165.00
Roadway Designer .....	170.00
GIS Analyst .....	100.00
Associate Planner/Scientist .....	150.00
Electrical Designer .....	120.00
Assistant Designer/ Planner/Scientist .....	110.00
<b>SURVEY PERSONNEL</b>	
Survey Mapper .....	\$140.00
Field Survey Chainman .....	160.00
Field Supervisor .....	180.00
Survey Lead .....	190.00
Project Surveyor .....	250.00

Note: Rates are effective only for the period identified above.

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

## Labor Hour Schedule

Michael Baker International, Inc.		Project Principal Steven Latino	Project Manager Lonnice Druliner, PE	QA/QC Manager Candice Fenton	Roadway Designer	Assistant Designer	Environmental Director	Environmental Technical Manager	Environmental PM	Senior Planner/Scientist	Associate Planner/Scientist	Assistant Planner/Scientist	GIS Analyst	Electrical Engineer	Electrical Designer	Survey Field Supervisor	Field Survey Chainman	Project Surveyor	Survey Mapper	Survey Lead	Michael Baker Hours	
1.0	Project Management	4	40	4																		48.0
2.0	Utility Coordination		12		40																	52.0
3.0	Topographic Survey and Base Mapping																					0.0
3.1	Topographic Survey															16	16	2		12		46.0
3.2	Record Data Map Preparation															8	8	4	16	4		40.0
4.0	Concept Design Plan		8	6	40																	54.0
5.0	Environmental Services																					0.0
5.1.1	Project Initiation						2					6										8.0
5.1.2	Literature/Record Research and Project Description						2		4	6			4									16.0
5.2.1	Biological Resources Constraints Memorandum								20		14											36.0
5.2.2	Cultural Resources Constraints Study								33	8			8									50.0
5.3.1	Draft Categorical Exemption Memorandum						4		2	6			20	2								34.0
5.3.2	Final Categorical Exemption Memorandum						2			4			10	1								17.0
5.3.3	NOE Preparation						1			6												7.0
5.3.4.1	Project Management						4	2														6.0
5.3.4.2	Public Hearings						6	2														8.0
5.3.4.3	Coordination Meetings						4	2														6.0
6.0	Geotechnical Services*		6																			6.0
7.0	WQMP Checklist		4																			4.0
8.0	Electrical Services		4											45	22							71.0
9.0	Engineering Design Plans																					0.0
9.1	Preparation of 60% Plans		16	8	40	24																88.0
9.2	Preparation of 90% Plans		8	8	36	16																68.0
9.3	Preparation of 100% Plans	1	8	4	24	8																45.0
9.4	Preparation of Final Bid Ready Plans	1	4	4	18	8																35.0
10.0	Specifications and Cost Estimate																					0.0
10.1	Specifications	1	40	4																		45.0
10.2	Cost Estimate		4	4	16																	24.0
11.0	Landscape Services*																					0.0
11.1	Project Initiation/Data Collection		2																			2.0
11.2	Concept Design Plan		2																			2.0
11.3	Construction Drawings (PS&E 60%, 90%, and 100%)		2																			2.0
11.4	Bidding Assistance																					0.0
12.0	Construction Support Services		40																			40.0
<b>SUBTOTAL HOURS AND FEE:</b>		<b>7</b>	<b>200</b>	<b>42</b>	<b>214</b>	<b>56</b>	<b>25</b>	<b>9</b>	<b>59</b>	<b>30</b>	<b>14</b>	<b>36</b>	<b>15</b>	<b>45</b>	<b>22</b>	<b>24</b>	<b>24</b>	<b>6</b>	<b>16</b>	<b>16</b>	<b>860.0</b>	

\*All tasks performed by subs are reflected as a lump sum fixed price on the fee sheet

# Vail Ranch Park Restrooms, PW23-06 Schedule

