



# AGENDA REPORT

## CITY OF SAN CLEMENTE

### City Council Meeting

910 Calle Negocio  
2nd Floor  
San Clemente, California  
www.san-clemente.org

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**Meeting Date:** 3/21/2023

Agenda Item: 6F

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**Department:** Public Works  
**Prepared By** Zak Ponsen, Assistant City Engineer  
Ryan Kim, Senior Civil Engineer- Traffic

**Subject:**  
**APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH STANTEC FOR THE AVENIDA PICO CLASS 1 BIKE/PED PATH PHASE 1, PROJECT NO. 17337 AND AVENIDA PICO WIDENING I-5 TO FRONTERA, PROJECT NO. 18325**

**Fiscal Impact:**  
The anticipated First Amendment fiscal impact will be \$16,500. Adequate funding remains within the approved project budget of \$132,597 from the Regional Circulation Financing and Phasing Programs (RCFPP) Fund for the amendment.

**Summary:**  
Staff recommends approval of the First Amendment to the Professional Services Agreement with Stantec to provide additional evaluation and design services for the Avenida Pico Class 1 Bike/Pedestrian Path and Class 2 Bike Lane.

**Background:**  
The City's General Plan and the Bike and Pedestrian Master Plan embody a new off-street Class 1 bike path on or adjacent to Avenida Pico from Camino Vera Cruz to El Camino Real and Class 2 bike lanes on Avenida Pico from Calle De Los Molinos to Calle Del Cerro.

In order to help achieve those goals and fill gaps in the bicycle and pedestrian network (See Attachment 1), on December 15, 2020, City Council approved a Professional Services Agreement with Stantec (See Attachment 2) for the design services of a Class 1 off-street Bike/Pedestrian path adjacent Avenida Pico from Calle Frontera to Camino Vera Cruz (Project No. 17337) and a Class 2 Bike Lane reconfiguration of Avenida Pico from the I-5 Freeway to Calle Frontera (Project 18325).

In accordance with the approved agreement, Stantec forecasted traffic volumes calculated with the collected traffic volume and the General Plan Amendment with Los Patrones extension, and submitted a Draft Traffic Signal Memorandum for City review and approval. During the review process, City staff determined that the San Clemente Housing Element Update should be reflected in the Draft Memorandum and requested Stantec to revise their study by applying the traffic growth factor of 7% based on the buildout year of the housing element. The Amended Scope of Work also extends the term of the Agreement and includes the additional cost for Stantec project management for additional meetings with City staff due to City staff turnover.

Since the above revision was not in the original scope of work, Stantec submitted a change order proposal for the additional service of \$16,500 (See Attachment 3). City staff has reviewed the

proposal and recommends approval in the total amount of \$16,500 containing the change order amounts as shown below:

Housing Element Design Change Order:	\$8,500
Additional Project Management/Meetings:	\$8,000
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Total Amount:	\$16,500

**Discussion:**

Staff recommends approval of the First Amendment to the Professional Services Agreement with Stantec to provide additional evaluation and design services for the Avenida Pico Class 1 Bike/Pedestrian Path and Class 2 Bike Lane.

**City Council Options and Recommended Actions:**

City Council Options:

- Approval of the First Amendment to the Professional Services Agreement.
- Modify and approve the First Amendment to the Professional Services Agreement.
- Continue to the Item with direction to provide additional information.
- Deny the request to Amend the Professional Services Agreement.

Staff Recommendation

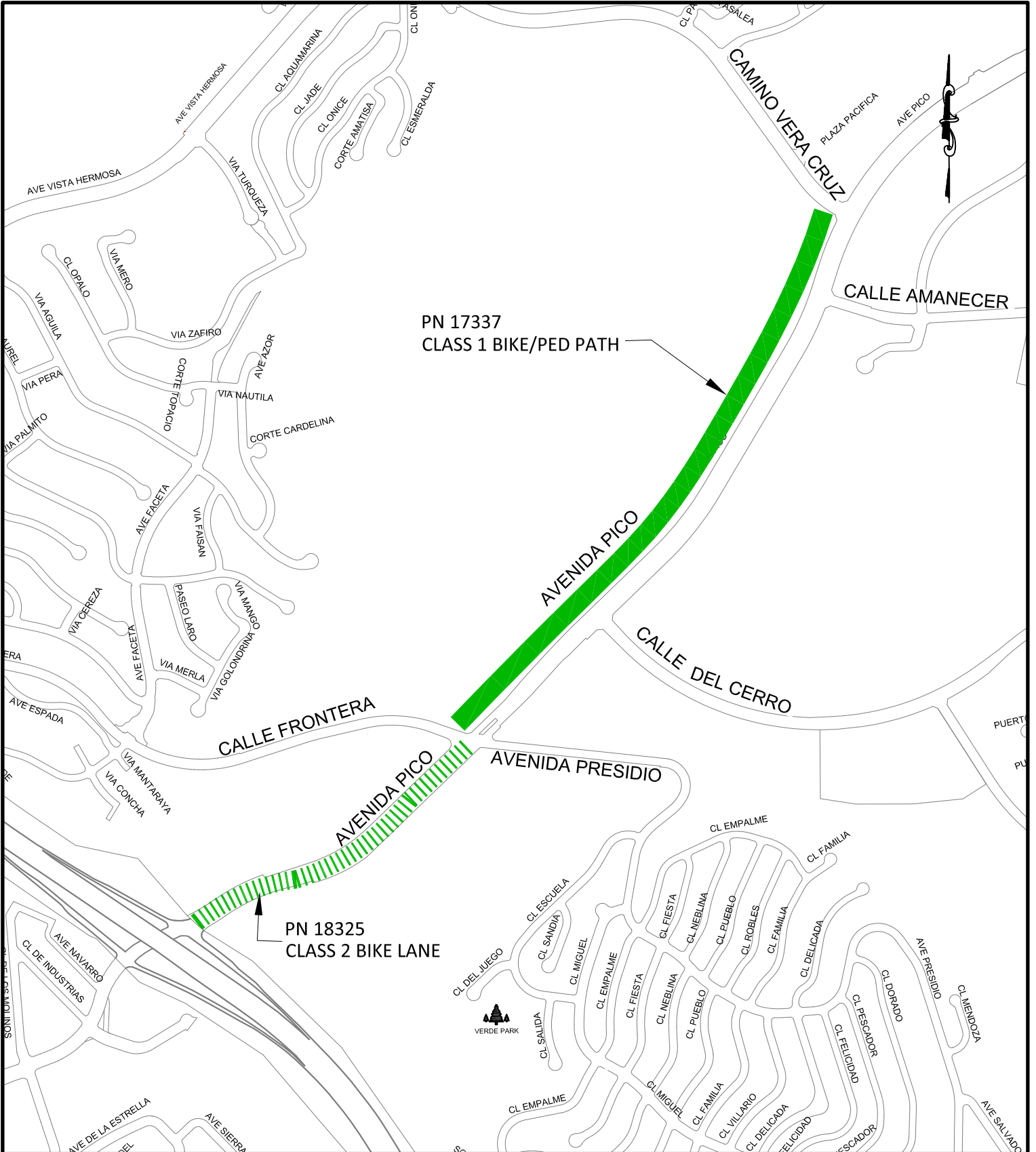
Approve, and authorize the City Manager to execute, Amendment No. 1 to the Professional Services Agreement by and between the City of San Clemente and Stantec. If approved, the amendment would increase the total contract amount from \$367,403 to \$383,903 (\$16,500), and extend the term of the Agreement to December 31, 2023.

**Attachment:**

1. Location Map
2. Professional Services Agreement with Stantec
3. First Amendment & Scope of Work

**Notification:**

None



9.21.2022

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**CITY OF SAN CLEMENTE**  
 910 Calle Negocio  
 San Clemente, CA 92673  
 Tel (949) 361-6100

### LOCATION MAP

Ave Pico Class 1 Bike/Ped Path Phase 1, PN 17337  
 Avenida Pico Widening, PN 18325

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 15<sup>th</sup> day of December, 2020, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and **Stantec Consulting Services, Inc.**, with its principal place of business at **38 Technology Drive, Irvine, Ca 92618** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **design** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **design** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional **design** consulting services for the design of Avenida Pico Class 1 bike/ped phase 1 (From Frontera to Vera Cruz), Project Number 17337 and Avenida Pico widening I-5 to Frontera., Project Number 18325, ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **design and construction support** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 2021 through January 2022**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents 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 pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.5 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: [Ed DeBroeck, Associate].

3.2.6 City's Representative. The City hereby designates **Tom Bonigut, Director of Public Works/City Engineer**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person

other than the City Manager, City's Representative or his/her designee.

3.2.7 Consultant's Representative. Consultant hereby designates **Mohammad Heiat**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.8 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and

subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Sixty Seven Thousand and four Hundred and three Dollars (\$367,403)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

#### 3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and

"maintenance" projects. **Since** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **Since** the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 **Registration.** If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

### **3.4 Accounting Records.**

3.4.1 **Maintenance and Inspection.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 **Grounds for Termination.** City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 **Effect of Termination.** If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 **Additional Services.** In the event this Agreement is terminated



in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:           **Stantec Consulting Services**  
                              **38 Technology Drive**  
                              **Irvine, CA 92618-5312**  
                              **ATTN: Mohammad Heiat, Principal**

City:                    City of San Clemente  
                              910 Calle Negocio  
                              San Clemente, CA 92673  
                              **ATTN: Ziad Mazboudi, Deputy Public Works Director**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

#### 3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term

of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

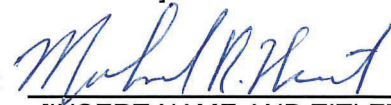
CITY OF SAN CLEMENTE

By:

  
\_\_\_\_\_  
Tom Bonigut  
Public Works Director/City Engineer


[INSERT NAME]

By:

  
\_\_\_\_\_  
[INSERT NAME AND TITLE] Mohammad Heiat  
Secretary  
[If Corporation, TWO SIGNATURES,  
President OR Vice President AND  
Secretary OR Treasurer REQUIRED]

ATTEST:

By:

  
\_\_\_\_\_  
[INSERT NAME AND TITLE]  
DAVID ELWELL  
VICE PRESIDENT

By:   
City Clerk

APPROVED AS TO FORM:

By:   
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**Reference: Proposal for Avenida Pico Bikeway Improvements**

**Scope of Services - Project #1**

**1.1. Project Management, Progress Meetings and Coordination**

Throughout the project, we will communicate our progress, design assumptions, and design challenges with you. Project communication will include meetings, conference calls, and emails. Documenting assumptions made, and direction given during the design process is important to confirm that everyone agrees on what was discussed. We will diligently prepare and distribute meeting minutes or records of discussion and allow you and other attendees to review and comment on these before proceeding further on the design or other project tasks.

Upon NTP, we will schedule a kick-off meeting to:

- Obtain background information;
- Review and refine the project scope and schedule;
- Establish the lines of communication; and,
- Discuss the critical design issues.

We have allowed up to two (2) additional in-person or virtual meetings for the project and assume that some of these meetings will be held concurrently with Project #2.

**1.2. Research, Data Collection, and Field Visits**

We will research and obtain available as-built record drawings, utility plans, and preliminary engineering reports. This includes research at the City, Caltrans, OCFCD, and the utility companies in the areas. As part of this task, we will also perform a field review of the site to evaluate the existing conditions.

**1.3. Base Mapping**

**1.3.1 Aerial Topography and GIS Right-of-Way Base Map**

Current aerial topography and existing planimetrics data will be obtained for the site. The photography will be flown for use at a scale of 1" = 40', with contours compiled at 1-foot intervals. Spot elevations and existing site features identifiable from photography will also be compiled. The aerial limits will extend from the I-5 Freeway to Calle Frontera and will also include the Segunda Deshecha Canyon Channel. A digital CAD file containing the resulting data will be provided. This task also includes the field work to set horizontal and vertical control required for the aerial effort, which will be based on Orange County Survey (OCS) datasheets.

A color digital ortho-photo will be prepared from the photography. The ortho-photo will be a rectified image to closely match the compiled topography, providing the capability to prepare accurate, color exhibits on subsequent efforts.

Finally, approximate centerline, right-of-way, and parcel lines will be established based on available agency GIS data, APN maps, and as-built plans. This will not be a full and complete boundary survey of the adjacent land parcels, and no survey monuments will be located.



**Reference: Proposal for Avenida Pico Bikeway Improvements**

**1.3.2 Existing Utility Base Map**

We will prepare an existing utility base drawing which will include all known underground utility lines within the project limits. Existing utilities will be plotted based on the record drawings and atlases received from the utility companies and any utility information found in record drawings during our research. Their locations will be cross checked against the surface utilities found during our topographic survey to confirm they are shown in the most accurate location possible.

**1.4. Bikeway Concept Plans**

We will prepare up to three (3) Bikeway Concept Plans for the project. They will be prepared using a 1"=40' horizontal scale and will include typical sections; the bikeway improvements; existing utilities and signification relocations; approximate right-of-way lines and acquisition required (if any); and, approximate parcel lines and property addresses. It is assumed that grading limits and retaining walls (if required) will be schematic.

**1.5. Rough Order of Magnitude (ROM) Engineer's Estimate of Probable Costs**

We will prepare a ROM engineer's estimate of probable costs for each of the bikeway concept plans (3 total). Each estimate will be broken down by item, quantity, and cost. Some items, such as the RCB undercrossings or utility relocations, will be estimated as Lump Sum. A contingency will be added due to the preliminary nature of the estimate.

**1.6. Technical Memorandum**

We will prepare a Technical Memorandum which summarizes the advantages and disadvantage of our various alternatives, cost implications and our recommendations. We can then meet with you to discuss the various options and answer any questions the preferred alternative is selected.

**1.7. Traffic Study**

We will prepare a traffic study within the project limits to determine existing and future level of service (LOS) and operations along Avenida Pico from the I-5 Freeway to Calle Frontera. The purpose of the traffic study will be to determine if there is an opportunity to provide space for Class 2 bike lanes by reducing the number of travel lanes and or turn lanes on the roadway and still meet LOS requirements at intersections and along the roadway.

The traffic study will use the Intersection Capacity Utilization (ICU) and the Highway Capacity Manual (HCM) methods to determine intersection LOS. Roadway LOS will be determined using the volume to capacity method based on 24-hour volumes and Orange County/City standard roadway capacities.

We will have new weekday am/pm peak hour intersection turning movement counts taken at the following study area intersections:

- Avenida Pico/I-5 SB Ramps
- Avenida Pico/I-5 NB Ramps
- Avenida Pico/San Clemente High School





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**Reference: Proposal for Avenida Pico Bikeway Improvements**

- Avenida Pico/Triton Way
- Avenida Pico/Calle Frontera

In addition to turning movement counts, we will also have 24-hour two-way roadway segment counts taken at two locations along Avenida Pico within the Project limits. Traffic counts will be conducted by AimTD who has worked with us successfully on many similar projects. We will discuss any potential adjustments to existing volumes as a result of COVID19 conditions, if necessary, with the City for consensus prior to making any adjustment. A future am/pm peak hour volumes scenario (1) will be conducted from a year-2035 model run based on the City's Centennial General Plan to be provided by the City.

We will prepare a complete summary report with figures, tables, and text documenting our methodology, findings, and recommendations. Calculations and data will be provided in an appendix.

**Exclusions**

The following services are not included in this scope, but may be provided under a separate contract:

- Field Survey
- Title Reports and Right-of-Way Acquisition Services
- Geotechnical Report
- Landscape Concept Plan or Planting Palette
- Environmental Report
- Water Quality Management Plan (WQMP);
- Structural Engineering;
- Caltrans Permits and Coordination;
- OCFCD Permits and Coordination;
- Preliminary and Final PS&E
- Public Outreach or Presentations

If requested, the Stantec team can provide the above items subject to supplemental Client authorization.



**Reference: Proposal for Avenida Pico Bikeway Improvements**

**Scope of Services - Project #2**

**2.1. Project Management, Progress Meetings and Coordination**

Throughout the project, we will communicate our progress, design assumptions, and design challenges with you. Project communication will include meetings, conference calls, and emails. Documenting assumptions made, and direction given during the design process is important to confirm that everyone agrees on what was discussed. We will diligently prepare and distribute meeting minutes or records of discussion and allow you and other attendees to review and comment on these before proceeding further on the design or other project tasks.

Upon NTP, we will schedule a kick-off meeting to:

- Obtain background information;
- Review and refine the project scope and schedule;
- Establish the lines of communication; and,
- Discuss the critical design issues.

We allowed up to four (4) additional in-person or virtual meetings for the project and assume that some of these meeting will be held concurrently with Project #1.

**2.2. Research, Data Collection, and Field Visits**

We will research and obtain available as-built record drawings, utility plans, and preliminary engineering reports. As part of this task, we will also perform field reviews of the site to evaluate the existing conditions and confirm our design.

**2.3. Utility Coordination**

Thorough utility coordination is essential for the success of this important project. We will initially send out first utility notices to all potential utility owners in the project area to confirm whether they have facilities within the project limits, obtain available record drawings and atlases, confirm prior rights, and whether they have any future work planned in area.

We anticipate distributing two additional notices to the utility companies for this project. The second utility notice will include the 60-percent improvement plans, which will show the location of all known utilities and any preliminary utility relocations (if any). We will ask the utility companies to confirm the location of their existing facilities and identify any missing facilities or improvements that are currently being planned. We will coordinate any required utility relocations along with any required work windows.

We will incorporate any comments received into the final plans and then distribute the final notice to each utility company for their review and approval. We will obtain written confirmation from each utility company that all comments have been addressed, the plans are acceptable, and they have everything required to their facilities prior to or during construction (if required).



**Reference: Proposal for Avenida Pico Bikeway Improvements**

**2.4. Base Mapping**

We will prepare a base map for the project which will include existing mapping information, aerial topography, supplemental field survey, and existing utilities.

**2.4.1 Existing Right-of-Way and Base Map**

Monuments will be observed to retrace the centerlines and rights-of-way of Avenida Pico within the project limits. The results will be incorporated into a base map illustrating existing right-of-way conditions. Available agency research, prior surveys, and assessor parcel maps will be used to prepare the base map. This will not be a full and complete boundary survey of the adjacent land parcels. Survey monuments located and indicated on the survey will be limited to existing, centerline monuments found along Avenida Pico.

**2.4.2 Aerial Topography**

Current aerial topography and existing planimetrics data will be obtained for the site. The photography will be flown for use at a scale of 1" = 40', with contours compiled at 1-foot intervals. Spot elevations and existing site features identifiable from photography will also be compiled. The aerial limits will extend from the Calle Frontera to the Camino Vera Cruz intersection. They will include Avenida Pico, and extend to approximately 100-feet to the north of the road between Calle Frontera and Calle Amancer and to 250-feet to the north between Calle Amancer and Camino Vera Cruz. A digital CAD file containing the resulting data will be provided. This task also includes the field work to set horizontal and vertical control required for the aerial effort, which will be based on Orange County Survey (OCS) datasheets.

A color digital ortho-photo will be prepared from the photography. The ortho-photo will be a rectified image to closely match the compiled topography, providing the capability to prepare accurate, color exhibits on subsequent efforts.

**2.4.3 Supplemental Topography**

Upon approval of the Concept Plan, we will perform a conventional ground survey to supplement the aerial topography. This field survey will not be a complete cross-sectional survey of the Project limits. The supplemental data will be used to spot verify the aerial topography along the bike path alignment and obtain additional detail in key areas. The supplemental data will be used in conjunction with the aerial mapping to create a single topographic map that will be used as the basis for design.

**2.4.4 Existing Utility Base Map**

We will prepare an existing utility base drawing which will include all known underground utility lines within the Project limits. Existing utilities will be plotted based on the record drawings and atlases received from the utility companies and any utility information found in record drawings during our research. Their locations will be cross checked against the surface utilities found during our topographic survey to confirm they are shown in the most accurate location possible.



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**Reference: Proposal for Avenida Pico Bikeway Improvements**

**2.5. Bike Path Concept Plan**

We will prepare a single Bike Path Concept Plan for the Project. The plan will be prepared using a 1"=20' horizontal scale, "double stacked" and will include typical sections; the bike path improvements; retaining walls, drainage and water quality improvements, existing utilities and signification relocations (if any); base mapping information; and, any encroachments into OCFCD right-of-way. We will submit the Bike Path Concept Plan to the City for review and assume one round of plan check comments.

**2.6. Geotechnical Report**

LGC Geotechnical Inc., will provide geotechnical recommendations for the Project. A subsurface geotechnical field evaluation will be performed consisting of hollow-stem auger borings to provide geotechnical recommendations for the proposed bike trail.

The following is a list of the proposed services:

- Mark proposed boring locations and subsequently notify Underground Service Alert (USA).
- Field investigation consisting of approximately 3-4 hollow-stem auger borings (one 8-hour field day) along the proposed alignment. The borings will be drilled to maximum depth of 10 feet below existing grade or auger refusal. Please note that the borings may be terminated at shallower depths if auger refusal occurs. A limited access drill rig will be used, so no traffic control will be provided.
- An engineer/geologist from our office will be onsite to direct the drilling subcontractor and log the borings. Soil sampling within the hollow-stem borings will generally be performed at 2.5-foot vertical increments by means of the Standard Penetration Test (SPT) and Modified California Drive (MCD) samplers. At the completion of our logging, the borings will be backfilled with tamped native soils. Any leftover materials will be spread out next to each boring.
- Obtain bulk and drive (i.e., Standard Penetration Test) soil samples for classification and select laboratory testing. Laboratory testing is anticipated to consist of in-situ moisture content and dry density on driven samples, one maximum density and one R-Value.
- Geotechnical analysis of the obtained field boring samples.
- Preparation of a summary report presenting our findings, conclusions, and recommendations for the proposed storm drain improvements. Recommendations will be provided in the report, including earthwork (e.g., fill compaction, trench backfill, etc.), pavement design and recommendations for storm water infiltration.

Assumptions:

- Since the borings may be excavated within the limits of City property, no encroachment permits will be required to conduct our field work. If required by the City of San Clemente (on other projects), a "no fee" boring permit will need to be obtained from the City. If an encroachment permit is required, the additional fee will be billed on a time-and-materials basis;



**Reference: Proposal for Avenida Pico Bikeway Improvements**

- The site is open during weekdays (Monday through Friday) and Saturday during normal business hours, has sufficient overhead clearance, and is easily accessible with a conventional drill rig. We have assumed that we will be permitted to perform our field work between the hours of approximately 8 AM to dusk;
- If obvious contaminants or signs of pollution are found during the course of the investigation, additional costs may be incurred to dispose of the contaminated soils and to properly backfill and seal the excavations;
- If private underground lines are known to transect the site, we recommend that a private utility locator be contacted to mark all underground lines prior to the investigation. The cost of marking the private utility lines has not been included in our services. We assume no responsibility for damage to unmarked utility lines, and
- A summary compaction report of geotechnical field observation and testing will not be required.

**2.7. Environmental Documentation**

**2.7.1 Categorical Exception (CE)**

We will review the CEQA Guidelines (2020) to determine the applicable CE Sections applicable to the proposed Project. Our preliminary evaluation indicates the following Sections would apply:

- Section 21080.20.5 (Restriping for Bicycle Lanes in Urbanized Areas)
- Note: Must be consistent with City's Bicycle Transportation Plan (must have been developed within the last five years or other requirements may apply, including preparation of traffic and safety assessment. The current Bicycle and Pedestrian Master Plan is currently 7 years old)
- Section 15061 (3) (Common Sense Exemption)
- Section 15301 (Existing Facilities), (c) Class 1 (related to bicycle facilities included within existing right-of-way)
- Section 15304 (Minor Alterations to Land), (h) (The creation of bicycle lanes on existing rights-of-way)

We will conduct two field visits and desktop research for cultural resources, paleontological resources, and biological resource and prepare a brief findings and recommendations memorandum. Based upon these findings, we will make a recommendation to the City as to either continue with the CE approach or pivot to the preparation of an IS/MND. Provided the CE is the accepted path, we will prepare the CE form on behalf of the City. The City will be responsible for posting of the CE and any associated fees. We have included preparation of an IS/MND as an optional task.

Assumptions:

- The level of public controversy is low
- No USACE or CDFW jurisdictional areas are present



**Reference: Proposal for Avenida Pico Bikeway Improvements**

- City will pay for CEQA and CDFW filing fees
- No technical reports are required
- No public meetings (related to the CE) or City Council attendance are required
- City will mail and post the Notice of Exemption with the required agencies, etc.,
- No AB52 Consultation is required

**2.7.2 Initial Study (IS) / Mitigated Negative Declaration (MND)**

We will prepare an IS and MND that complies with the CEQA Guidelines and conforms to the City's IS and MND format and typical thresholds for determining significant effects. It is assumed that Appendix G of the CEQA Guidelines or a similar format adopted by the City will be used as the framework for the IS. We will also prepare technical reports/memoranda (primarily based upon field visits and desktop analysis) to support the CEQA analysis including air quality/greenhouse gases, built environment, archaeological, paleontological, and biological resources, traffic, and noise.

We will prepare a Draft IS for City review and comment, a Final IS that addresses City comments and suggested revisions to the Draft IS. The IS will include:

- Project description
- Environmental setting
- Potential environmental impacts and explanations to support findings
- Mitigation measures for any significant effects
- Consistency with plans and policies
- Names of parties responsible for preparation

**Environmental Analysis of Environmental Factors:**

We will prepare an easy-to-read IS that will provide the audience with a clear understanding of the potential effects of the project. The IS will fully address the environment, as described by CEQA, as "the physical conditions which exist within the area which will be affected by a proposed project including land, air, water, flora, fauna, noise, objects of historic or aesthetic significance." A detailed analysis of impacts that could occur as a result of project implementation will be presented for each resource area. Impacts will be assessed and described, and significance of impacts will be measured against criteria that have been established by regulation, accepted standards, or other definable criteria. In performing the environmental analysis, we will rely on professional judgment, input from City staff members, and review of existing documentation. Information sources will be cited. The IS will specifically evaluate the following environmental factors:

- Aesthetics
- Agriculture and Forest Resources
- Air Quality
- Biological Resources



**Reference: Proposal for Avenida Pico Bikeway Improvements**

- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

We will prepare a Draft MND including a Mitigation Monitoring and Reporting Plan (MMP) for City review and comment. Stantec will address the City comments and suggested revisions on the Draft MND and will prepare an MND for public circulation and review. The IS will be attached to the MND to support the findings. It is assumed that the City will provide copies to the State Clearinghouse, responsible and trustee agencies, and other interested stakeholders as well as completing noticing requirements.

Assumptions:

- The level of public controversy is low
- Depth of excavation will generally be shallow and not require deep excavations into undisturbed earth which could potentially affected paleontological or archaeological resources, if present.
- No USACE or CDFW jurisdictional areas are present
- City will pay for CEQA and CDFW filing fees
- No public meetings of City Council attendance are required
- City will mail and post all notices with the required agencies, etc.,
- Technical analysis is generally desktop in nature and does not require focused surveys
- No AB52 Consultation is required

**2.8. Drainage Study**

We will initiate the drainage design by performing a post-project condition hydrology study of the drainage areas tributary to the proposed bike path in the Project area. The hydrology study will consist of a Rational Method analysis performed in accordance with the Orange County Hydrology Manual and latest addendums. The hydrology study will determine 10-, and 25-year peak discharges at locations critical to flood water management.



**Reference: Proposal for Avenida Pico Bikeway Improvements**

We will proceed with the hydraulic analysis by means of hydraulic modeling of the storm water catchment locations and the proposed storm drain laterals to the catchment locations. We will perform the hydraulic analysis and the sizing of the laterals, and also analyze water quality treatment flow rates and volumes to determine the required sizes of proposed Best Management Practices (BMPs). Finally, we will prepare a hydrology and hydraulic report to document the assumptions, processes, and results of the drainage design.

**2.9. Water Quality Management Plan (WQMP)**

We will prepare a WQMP for one project configuration. The WQMP will identify BMPs necessary to address the water quality of the project on-site storm water runoff. The report will include analysis of hydromodification effects of the improved site condition. Hydromodification BMPs will be sized and coordinated with the site grading and drainage improvements as necessary to meet the current water quality regulations. The WQMP will include a technical discussion describing the proposed BMPs, and figures illustrating their placement within the project and sizing of the BMPs. The WQMP will also demonstrate the effectiveness of selected BMPs to manage pollutants of concern, and their relative position within the (Regional Water Quality Control Board's) RWQCB's hierarchy of BMP selection. The WQMP will be formatted in accordance with the standard WQMP template for the City or County.

**2.10. Bike Path Improvement Plans**

We will prepare a single improvement plan set in CAD and in accordance with your design standards. The plans will be submitted at 60-percent, 90-percent and 100-percent final levels.

**2.10.1 Title Sheet, Notes, Index Map, Typical Sections, and Details**

The plan set will include a title sheet, using your standard format, with general notes, a vicinity map, and additional project specific information. The second sheet will show all construction and disposition notes used and the sheet index for the plans. The plan set will also include sheets for typical bike path sections and standard details.

**2.10.2 Bike Path and Retaining Wall Plan and Profile Sheets**

Bike Path and Retaining Wall Plan and Profile sheets will be prepared using a 1" = 20' horizontal scale and 1" = 2' vertical scale. Each sheet will contain a north arrow, scale, match lines, and construction and disposition notes for all improvements shown on the sheet.

The plan views will include the following:

- Removals;
- Bike path and retaining wall improvements;
- Signing and striping improvements;
- Existing utilities and utility adjustments/relocations (if required); and,
- Horizontal control for proposed improvements.





**Reference: Proposal for Avenida Pico Bikeway Improvements**

The profile views will include the following:

- Proposed bike path profile;
- Existing ground at the proposed bike alignment;
- Proposed top of wall and top of footing profiles;
- Finished grades on both sides of the wall.

**2.10.3 Retaining Wall Details**

This task includes structural calculations for the retaining walls and one (1) sheet of structural notes, sections, and wall details. We assume that the retaining walls will use standard Caltrans or Standard Plans for Public Works Construction (SPPWC) retaining wall plans for conventional retaining walls and associated details with minor modifications (if required).

**2.10.4 Grading and Drainage Plans**

Grading and Drainage Plans will be prepared using a 1" = 20' scale, "double stacked" with two horizontal layout strips placed on each plan. Each sheet will contain a north arrow, scale, match lines, and construction and disposition notes for all improvements shown on the sheet.

The plans will include the follow:

- Existing and proposed contours;
- Existing and proposed drainage facilities;
- Proposed bioswales, bioretention basin, or other BMP improvements;
- Existing utilities; and,
- Horizontal control for proposed improvements.

**2.10.5 Street Improvement Details**

Street improvements will be required at the Calle Del Cerro and Calle Amanecer intersections to provide access to and from those streets to the new bike path. The improvements at these locations include new curb ramps and pedestrian push button pole relocations. We will show these improvements on one (1) detail sheet which will be prepared using a 1"=10' scale.

**2.10.6 Landscape and Irrigation Plans**

As is depicted in our Concept Plan (Figure 2), the bike path will bisect diverse types of existing elements. They will include private improvements, such as is found at the Marblehead monument sign as well as existing landscape improvements maintained by the City. Existing plant materials range from manicured lawns to native or revegetated natural areas. We will work to blend and merge the existing elements into the new configuration.

We will begin our design by visiting the site one time with the City's maintenance representative to verify existing elements as necessary to aid in the design continuity with the existing landscape improvements. This will include discussing existing irrigation equipment that may need to be relocated to continue service to existing areas to remain and identifying existing points of connections for proposed



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irrigation system. We assume that new irrigation services (water or electrical) will be required.

Based on the field verification of existing equipment and the design team's bikeway alignment, we will generate landscape plans consisting of planting/fencing plans and irrigation plans. They will be produced at 1" = 20' scale and will be schematic in nature as is standard of the industry.

The 60-percent planting plan will include the plant palette schedule including sizes, scientific and common names, water requirement ratings for use in irrigation calculations, hatches and symbols will represent the locations for the various plant material. They will also include the locations of the fences/railing as well as a schedule noting the types of fences/railing. The irrigation plans will be part of the 60-percent submittal though the content will be limited to the proposed locations of the irrigation water points of connections, and mainline runs. A schedule including the equipment specified at this point will be included. Some planting and irrigation details will be included.

Comments from the City's review of the 60-percent submittal will be addressed and incorporated into a 90-percent plan set. The 90-percent plans will include much more detail. The planting/fencing plans will be completed and the details relative to them will be included. The irrigation plans will be completed to the point of including the complete delivery system (point of connection to head or emitter). Details will be completed to address the installation of the specified irrigation equipment. The irrigation schedule will be updated to reflect the irrigation equipment specified. State mandated water efficiency calculation (MWELO), irrigation technical tables and calculations will also be added.

After City review of the 90-percent documents we will produce the Final Design drawings.

**2.10.7 Monument Sign Modifications**

If necessary, we will provide plan drawings, details, and specifications for the modification of a portion of the Marblehead monument sign located at the northeast corner of Calle Frontera and Avenida Pico to accommodate the new bike path. The improvements will be limited to those located between the face of curb and the existing main monument wall. They will include the short brick face planter, decorative pavement and planting and irrigation that may be impacted. We assume the existing main monument wall will not be modified.

**2.11. Specifications**

Well-written specifications reduce the potential for change orders during construction. We will prepare the project specifications based on your supplied boilerplate and the latest edition of the Standard Specifications for Public Works Construction (SSPWC).

Our experienced staff will thoroughly review and modify your boilerplate and all relevant sections of the SSPWC to help ensure that the specifications do not conflict with the improvement plans and convey the design intent of our engineers. The specifications will



**Reference: Proposal for Avenida Pico Bikeway Improvements**

identify all general phasing and traffic control measures required to be implemented by the contractor to reduce impacts to adjacent properties during construction. They will also identify all permits and coordination efforts the contractor is responsible for during construction. This includes specific utility coordination efforts required; including any specific work periods needing to be provided by the Contractor. Finally, the bid items will be listed, and the work involved in each item will be clearly described.

The special provisions will be submitted at 90-percent and 100-percent final levels.

**2.12. Engineer's Estimate**

We understand the importance of a complete and accurate cost estimate. Since the cost estimate will be used as a basis for the bid schedule, it's important to include all required work items the Contractor needs to complete as part of the project and that the quantities for these work items are correct. Accurate quantities and unit costs are also important for you to understand overall project costs, and to determine if the available budget requires value engineering.

First, we determine the project bid items required based on a thorough review of the plans and special provisions. Quantities will then be calculated using our proprietary software and checked using a second calculation method. We will establish unit costs using recently bid projects. The quantities will be continuously updated with each plan revision and an updated cost estimate will be provided with all submittals to provide you with accurate project costs throughout the design.

The engineer's estimate will be submitted at the 90-percent, and 100-percent final levels.

**2.13. Orange County Flood Control District (OCFCD) Permit Processing**

A review of the project limits as depicted on the Segunda Deshecha Canyon Channel right-of-way maps indicates that a portion of the proposed bike path may be within the OCFCD right-of-way. As such, an Orange County Encroachment Permit will be required. This task provides for the preparation of the Orange County Encroachment Permit application package, submittal of the application package to the Orange County Permit office, processing the application with Orange County Permit, and acquiring the encroachment permit. Fees for the encroachment permit, if required, are excluded.

**2.14. Potholing Allowance**

Potholing may be necessary to confirm the location of existing utilities in the parkway which may conflict with the proposed bioswale or storm drain laterals. The cost per pothole varies depending on several factors such as location, permitting requirements, traffic control plan and implementation requirements, pavement or concrete restoration requirements, and whether the USA paint markings require removal after the potholing is complete. Therefore, we have included an optional allowance of \$8,500 for utility locating. This allowance is estimated to provide approximately five (5) to six (6) potholes depending on the specific factors listed above. The allowance can also be used to dip existing manholes to confirm pipe depths, which is not included in our field survey scope of work.



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**Exclusions**

The following services are not included in this scope, but may be provided under a separate contract:

- Traffic Control and Construction Phasing Plans;
- Lighting and Electrical Engineering Plans;
- Photometric Analysis;
- Traffic Signal Modifications;
- Roadway Widening Improvements
- Erosion Control Plans;
- Title Reports and Right-of-Way Acquisition Services;
- Storm Water Pollution Prevention Program (SWPPP);
- Public Outreach;
- Bid and Construction Support; and,
- As-Built Plans

If requested, the Stantec team can provide the above items subject to supplemental Client authorization.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**



## AVENIDA PICO BIKEWAY IMPROVEMENTS - PROJECT #1 CONCEPTUAL BIKEWAY IMPROVEMENTS FROM I-5 TO CALLE FRONTERA CITY OF SAN CLEMENTE PROPOSED PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Nov	Dec	Jan	Feb	Mar	Apr
1	Notice to Proceed / City Council Award	0 days	Tue 11/17/20	Tue 11/17/20	◆ 11/17					
2	Project Management, Meetings, and Coordination	19 wks	Fri 11/20/20	Thu 4/1/21	[Task Bar]					
3	Kick Off Meeting	1 day	Fri 11/20/20	Fri 11/20/20	↓					
4	Research, Data Collection, and Field Visits	2 wks	Fri 11/20/20	Thu 12/3/20	[Task Bar]					
5	Base Mapping	6 wks	Fri 11/20/20	Thu 12/31/20	[Task Bar]					
6	Traffic Study (If Required)	6 wks	Fri 11/20/20	Thu 12/31/20	[Task Bar]					
7	Bikeway Concept Plan Package	40 days	Fri 1/1/21	Thu 2/25/21		[Task Bar]				
8	Bikeway Concept Plans	6 wks	Fri 1/1/21	Thu 2/11/21		[Task Bar]				
9	ROM Estimates	1 wk	Fri 2/12/21	Thu 2/18/21			[Task Bar]			
10	Technical Memorandum	1 wk	Fri 2/19/21	Thu 2/25/21				[Task Bar]		
11	1st Submittal	0 days	Thu 2/25/21	Thu 2/25/21					◆ 2/25	
12	City Review of Bikeway Concept Plan Package	3 wks	Fri 2/26/21	Thu 3/18/21				[Task Bar]		
13	Bikeway Concept Plan Package Revisions	2 wks	Fri 3/19/21	Thu 4/1/21					[Task Bar]	
14	Final Submittal	0 days	Thu 4/1/21	Thu 4/1/21						◆ 4/1

Stantec  
Thu 10/8/20

Task [Task Bar] Milestone ◆ Summary [Task Bar]



## AVENIDA PICO BIKEWAY IMPROVEMENTS - PROJECT #2

### CLASS 1 BIKE PATH IMPROVEMENTS FROM CALLE FRONTERA TO CAMINO VERA CRUZ

#### CITY OF SAN CLEMENTE

#### PROPOSED PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	Notice to Proceed / City Council Award	0 days	Tue 11/17/20	Tue 11/17/20	◆												
2	Project Management, Meetings, and Coordination	51 wks	Mon 11/23/20	Fri 11/12/21		█	█	█	█	█	█	█	█	█	█	█	█
3	Kick Off Meeting	1 day	Mon 11/23/20	Mon 11/23/20	▼												
4	Research, Data Collection, and Field Visits	2 wks	Mon 11/23/20	Fri 12/4/20	█												
5	Utility Coordination	39 wks	Mon 11/23/20	Fri 8/20/21	█	█	█	█	█	█	█	█	█	█	█	█	█
6	Geotechnical Report	6 wks	Mon 11/23/20	Fri 1/1/21	█	█											
7	Base Mapping	6 wks	Mon 11/23/20	Fri 1/1/21	█	█											
8	Conceptual Design	55 days	Mon 1/4/21	Fri 3/19/21			█	█	█								
9	Concept Plan	4 wks	Mon 1/4/21	Fri 1/29/21			█	█									
10	City Review of Concept Plan	3 wks	Mon 2/1/21	Fri 2/19/21				█	█								
11	Concept Plan Revisions	2 wks	Mon 2/22/21	Fri 3/5/21					█	█							
12	City Review and Approval of Concept Plan	2 wks	Mon 3/8/21	Fri 3/19/21						█	█						
13	Environmental Documentation	90 days	Mon 3/22/21	Fri 7/23/21					█	█	█	█	█	█			
14	Categorical Exception (CE)	2 wks	Mon 3/22/21	Fri 4/2/21						█	█						
15	IS/MND (if required)	4 mons	Mon 4/5/21	Fri 7/23/21							█	█	█	█			
16	Drainage Study	4 wks	Mon 3/22/21	Fri 4/16/21					█	█							
17	WQMP	4 wks	Mon 3/22/21	Fri 4/16/21					█	█							
18	Supplemental Topography	2 wks	Mon 3/22/21	Fri 4/2/21						█	█						
19	Final Design	100 days	Mon 4/5/21	Fri 8/20/21						█	█	█	█	█	█		
20	60% Plans and Estimate	6 wks	Mon 4/5/21	Fri 5/14/21							█	█					
21	City Review of 60% Plans and Estimate	3 wks	Mon 5/17/21	Fri 6/4/21								█	█				
22	90% Plans, Estimate, and Specifications (PS&E)	4 wks	Mon 6/7/21	Fri 7/2/21									█	█			
23	City Review of 90% PS&E	3 wks	Mon 7/5/21	Fri 7/23/21										█	█		
24	100% Final PS&E	2 wks	Mon 7/26/21	Fri 8/6/21											█	█	
25	City Review and Approval of 100% Final PS&E	2 wks	Mon 8/9/21	Fri 8/20/21												█	█
26	OCFCD Encroachment Permit	3 mons	Mon 8/23/21	Fri 11/12/21													█

Stantec Thu 10/29/20

Task  Milestone ◆ Summary

\\us0300-pfss01\workgroup\2042\business\_development\204281034\_city\_of\_san\_clemente\012.240\_general\20201009\_avenida\_pico\_bike\_path\0\_framework\0\_proposal\schedule\avenida\_pico\_project\_2\_schedule.mpp

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:



(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and

volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

**EXHIBIT "D"**  
**COMPENSATION**

**CITY OF SAN CLEMENTE  
AVENIDA PICO BIKEWAY IMPROVEMENTS - PROJECT #1  
ESTIMATED FEES & EXPENSES**

Tasks	Description	No. of Drawings	Plc. QA/QC	Tech. Advisor	Sr. Project Manager	Task Manager	Project Engineer	Design Engineer	2-Man Survey Crew	STANTEC		Expenses	Subconsultants		Total	
			BL 17	BL 16	BL 15	BL 12	BL 8	2/MC	hrs	Fees	1.50%	hrs	Fees	hrs	Fees	
			hrs	hrs	hrs	hrs	hrs	hrs								
1.1	Project Management, Progress Meetings and Coordination	---	12	20	2	2				36	\$7,820	\$117			36	\$7,937
1.2	Research, Data Collection, and Field Visits	---		4		8	8			20	\$3,128	\$47			20	\$3,175
1.3	Base Mapping	---														
1.3.1	Aerial Topographic Map and GIS Right-of-Way Base Map	---		2		6			4	12	\$2,420	\$36		\$4,035	12	\$6,491
1.3.2	Existing Utility Base Map	---				12	12			24	\$3,396	\$51			24	\$3,447
1.4	Bikeway Concept Plans (3 Total)	6	12	14	4	70	70			170	\$26,394	\$396			170	\$26,790
1.5	ROM Engineer's Estimate of Probable Costs	---		4		20	20			44	\$6,524	\$98			44	\$6,622
1.6	Technical Memorandum	---	4	4	8	16				32	\$5,832	\$87			32	\$5,919
1.7	Traffic Study	---			28	32	40			100	\$15,320	\$230		\$1,500	100	\$17,050
<b>TOTAL HOURS</b>			<b>28</b>	<b>48</b>	<b>42</b>	<b>166</b>	<b>150</b>	<b>4</b>	<b>438</b>				<b>0</b>		<b>438</b>	
<b>TOTAL FEES</b>			<b>\$6,552</b>	<b>\$10,368</b>	<b>\$7,896</b>	<b>\$26,228</b>	<b>\$18,750</b>	<b>\$1,040</b>		<b>\$70,834</b>	<b>\$1,063</b>			<b>\$5,535</b>		<b>\$77,432</b>

**CITY OF SAN CLEMENTE  
AVENIDA PICO BIKEWAY IMPROVEMENTS - PROJECT #2  
ESTIMATED FEES & EXPENSES**

Tasks	Description	No. of Drawings	PC, QA/QC Tech. Advisor	Project/Task Manager	Task Manager	Landscape Task Manager	Prof. Eng./Landscape Architect	Design Engineer	Landscape Technician	2-Man Survey Crew	STANTEC		Expenses	Subconsultants		Total	
			BL 17	BL 16	BL 15	BL 13	BL 12	BL 8	BL 7	2MC	hrs	Fees	1.00%	hrs	Fees	hrs	Fees
			\$234	\$216	\$188	\$160	\$158	\$125	\$117	\$280							
2.1	Project Management, Progress Meetings and Coordination	---	10	32	4		6				52	\$10,952	\$110			52	\$11,062
2.2	Research, Data Collection, and Field Visits	---		4			12	12			28	\$4,260	\$43			28	\$4,303
2.3	Utility Coordination	---		2			20	20			42	\$6,092	\$61			42	\$6,153
2.4	Base Mapping	---															
2.4.1	Existing Right-of-Way and Base Map	---		1			7			8	16	\$3,402	\$34			16	\$3,436
2.4.2	Aerial Topography	---		1			3			4	8	\$1,730	\$17	\$4,035		8	\$5,782
2.4.3	Supplemental Topography	---		2			12			32	46	\$10,648	\$106			46	\$10,754
2.4.4	Existing Utility Base Map	---					8	8			16	\$2,264	\$23			16	\$2,287
2.5	Bike Path Concept Plan	5	4	4			22	22			52	\$8,026	\$80			52	\$8,106
2.6	Geotechnical Report	---		6							6	\$1,296	\$13	\$12,650		6	\$13,959
2.7.1	Environmental Documentation - Categorical Exemption (CE)	---	2				24				26	\$4,260	\$43			26	\$4,303
2.7.2	Initial Study (IS) / Mitigated Negative Declaration (MND)	---		14			280	40			334	\$52,264	\$523			334	\$52,787
2.8	Drainage Study	---		8			24	24			56	\$8,520	\$85			56	\$8,605
2.9	Water Quality Management Plan (WQMP)	---		10			34	40			84	\$12,532	\$125			84	\$12,657
2.10	Bike Path Improvement Plans	---															
2.10.1	Title Sheet, Notes, Index Map, Typical Sections, and Details	4	2	4			20	24			50	\$7,492	\$75			50	\$7,567
2.10.2	Bike Path and Retaining Wall Plan and Profile Sheets	8	4	12			120	120			256	\$37,488	\$375			256	\$37,863
2.10.3	Retaining Wall Details (and Structural Calculations)	1		2	20		20				42	\$7,352	\$74			42	\$7,426
2.10.4	Grading and Drainage Plans	5	2	10			50	50			112	\$16,778	\$168			112	\$16,946
2.10.5	Street Improvement Plan Details	1		2	2		18	18			40	\$5,902	\$59			40	\$5,961
2.10.6	Landscape and Irrigation Plans	10				72	72		48		192	\$29,160	\$292			192	\$29,452
2.10.7	Monument Sign Modifications	---		2	8	12	24		4		50	\$8,224	\$82			50	\$8,306
2.11	Specifications	---	2	20			10	8			40	\$7,368	\$74			40	\$7,442
2.12	Engineer's Estimate	---		4			24	24			52	\$7,656	\$77			52	\$7,733
2.13	Orange County Flood Control District (OCFCD) Permit Processing	---		16			24	10			50	\$8,498	\$85			50	\$8,583
2.14	Potholing Allowance	---									0	\$0	\$0	\$8,500		0	\$8,500
<b>TOTAL HOURS</b>			<b>26</b>	<b>156</b>	<b>34</b>	<b>84</b>	<b>834</b>	<b>420</b>	<b>52</b>	<b>44</b>	<b>1650</b>			<b>0</b>		<b>1650</b>	
<b>TOTAL FEES</b>			<b>\$6,084</b>	<b>\$33,696</b>	<b>\$6,392</b>	<b>\$14,196</b>	<b>\$131,772</b>	<b>\$52,500</b>	<b>\$6,084</b>	<b>\$11,440</b>	<b>\$262,164</b>	<b>\$2,622</b>		<b>\$25,185</b>		<b>\$289,971</b>	

**FIRST AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR  
AVENIDA PICO BIKEWAY IMPROVEMENTS PROJECTS**

This First Amendment to Professional Consultant Services Agreement for Avenida Pico Bikeway Improvements Projects (this "First Amendment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Stantec Consulting Services, Inc. ("Consultant").

RECITALS:

- A. City and Consultant entered into that certain Professional Consultant Services Agreement for Avenida Pico Bikeway Improvements Projects, Project No. 17337 and No. 18325 (the "Agreement") on December 15, 2020.
- B. City and Consultant desire to amend the Agreement in the manner provided herein.

COVENANTS:

Section 3.1 of the Agreement is hereby amended to extend the Term of the Agreement to December 31, 2023.

Section 3.3 of the Agreement is hereby amended by increasing the total compensation from Three Hundred Sixty Seven Thousands and Four Hundred and Three Dollars (\$367,403) to Three Hundred Eighty Three Thousands and Nine Hundred and Three Dollars (\$383,903). Consultant shall also perform those services described in Exhibit "A" to this First Amendment, which is attached hereto and incorporated herein by this reference.

Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

APPROVED AS TO FORM:  
[BEST BEST & KRIEGER]

\_\_\_\_\_  
City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING:

\_\_\_\_\_  
Finance Authorization

[Stantec Consulting Services Inc.]  
("CONSULTANT")

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_



**EXHIBIT "A"**



March 1, 2023  
File: 204281034

**Attention: Mr. Ryan Kim, PE**  
City of San Clemente  
Department of Public Works  
910 Calle Negocio  
San Clemente, CA 92673

Transmitted via email to KimR@san-clemente.org

Dear Mr. Kim,

**Reference: Proposal to Revise the Traffic Analysis Memorandum for the Avenida Pico Bikeway Improvements Project 1 to include the City's Housing Element Update**

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to provide you with this proposal to revise the Avenida Pico Bikeway traffic analysis based on update of the Housing Element for the City of San Clemente, California. We have confirmed, based on review of a previous traffic study prepared by the County for the Los Patrones extension, that a traffic model run is not required to develop the updated traffic forecasts within the Avenida Pico Bikeway study area. The City has provided Stantec with the *San Clemente Housing Element Update Transportation Impact Study, June 2021*, from which a 7% traffic volume growth factor has been derived for use in updating forecasts for the revised Avenida Pico Bikeway Improvements Project 1 traffic analysis. We have obtained concurrence from the City on this traffic growth factor through previous meetings and discussion. Based on the above, we have prepared the attached Scope of Work and Fee Estimate (Attachment A) for your consideration.

Thank you for the opportunity to assist you with this very important project for the City of San Clemente. Feel free to contact Keith or Jeff if you have any questions or would like to discuss our proposal in greater detail. This proposal is valid for 90 days.

Sincerely,

**Stantec Consulting Services Inc.**

Keith Rutherford TE

Principal  
Phone: (949) 322-8196  
Keith.Rutherford@stantec.com

Jeff Wilkerson PE

Senior Associate  
Phone: (949) 929-1449  
Jeff.Wilkerson@stantec.com

Attachment: Attachment A – Scope of Work, Schedule, and Fee Estimate

c. Zak Ponsen, City of San Clemente  
Keith Rutherford, Stantec

**ATTACHMENT A**

**SCOPE OF WORK, SCHEDULE, AND FEE ESTIMATE**

**PROPOSAL TO REVISE THE TRAFFIC ANALYSIS MEMORANDUM FOR THE AVENIDA PICO BIKEWAY IMPROVEMENTS PROJECT 1 TO INCLUDE THE CITY'S HOUSING ELEMENT UPDATE**

**Project Understanding**

The City of San Clemente is updating the Housing Element of the current adopted General Plan, which includes a list of potential rezone sites. These sites may, in the future, be rezoned to add an overlay that allows housing development which would add up to 2,481 dwelling units. This work effort involves revising the existing Avenida Pico Bikeway Improvements Project 1 traffic analysis based on future traffic volumes resulting from the additional dwelling units included in the Housing Element update.

For this work effort, Stantec will use a growth factor derived from the *San Clemente Housing Element Update Transportation Impact Study, June 2021*, to increase existing General Plan volume forecasts to include Housing Element update volumes. Based on review of the housing element update traffic study, a 7% growth rate has been approved through discussion with the City.

**Scope of Work**

- I. The update of the Avenida Pico Bikeway Improvements Project 1 traffic analysis will consist of the following tasks:
  - a. Update the 2035 General Plan No-Project and Project Alternatives 2 and 3 improvement scenarios ICU/LOS and queuing analyses (Alternative 1 is to be deleted), based on the updated (factored) traffic forecasts.
  - b. Revise the report text, figures, and tables, as needed based on the revised analysis.
  - c. An additional 40 hours to be used for project management, meetings, coordination, and additional design efforts.

**Schedule**

Task I of the scope of work described above would be completed in approximately four weeks after receiving authorization to proceed.

**Fee**

We will provide the services outlined in the above Scope of Work for a fee of \$16,500 as shown in the table below with payments in accordance with the current Professional Consultant Services Agreement for the design of Avenida Pico Class 1 bike/ped project, City Project Number 17337 (December 2020). All other items and conditions of the original Agreement shall remain in full force and effect.

Task	Fee
Housing Element Design Change Order	\$8,500
Additional Project Management/Meetings	\$8,000
<b>Total Amount</b>	<b>\$16,500</b>

**Exclusions**

The above scope of work specifically excludes the following:

- a. Collection of existing condition traffic counts
- b. Model runs and analysis
- c. Conceptual or final geometric design (except for updating Avenida Pico Project Alts. 2 and 3)