

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

333
A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
September 23, 2010

SUBJECT: Engineering and Environmental Services Agreement with RBF Consulting for the I-10 at Jefferson Street Interchange Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Engineering and Environmental Services Agreement between the County of Riverside and RBF Consulting, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Jefferson Street Interchange serves as a main entrance to the City of Indio from Interstate 10 and is a priority project for the Coachella Valley Association of Governments (CVAG), the City of Indio, the City of La Quinta, and the County of Riverside.

Patricia Romo
Deputy Director of Transportation

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 951,659	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: CVAG TUMF(100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE 9-23-10
BY: M. S. K... MARSHAL VICTOR

Departmental Concurrence

Dept't Recomm.: Policy Consent
Per Exec. Ofc.: Policy Consent

Prev. Agn. Ref.

District: 4

Agenda Number:

3.32

The Honorable Board of Supervisors

RE: Engineering and Environmental Services Agreement with RBF Consulting for the I-10 at Jefferson Street Interchange Improvement Project

September 23, 2010

Page 2 of 2

The Jefferson Avenue Interchange Project was approved to receive \$1.5 million from CVAG Transportation Mitigation Uniform fees (TUMF) to begin engineering and environmental studies in September of 2000. In December of 2000, the City of Indio was designated as lead agency for the project and the County of Riverside was included as a participating agency. On May 9, 2001 the City of Indio executed an agreement with RBF Consulting to perform the engineering and environmental services for the reconstruction of the Jefferson Avenue Interchange at Interstate 10.

On April 26, 2010, CVAG substituted the County of Riverside as the lead agency for this project. This action had been approved by both the City of Indio and the County of Riverside and is meant to take advantage of the County's project delivery and oversight experience in successfully delivering major interstate interchange reconstruction projects in Riverside County, including the Date Palm and Palm Drive interchanges on Interstate 10 in the Coachella Valley. The CVAG Agreement substituting the County as lead agency is being finalized and will be submitted for the Board for action at a later date. This agreement between CVAG and the County of Riverside will provide for 100% funding from CVAG TUMF for the engineering and environmental services for this project.

This project will include the replacement of the existing Indio Boulevard overcrossing with a new six-lane Jefferson Street bridge with bicycle lanes on each side and a sidewalk. The on and off ramps will be realigned and widened and two new loop on ramps will be added. Traffic signals will be added at the ramps and at the intersection of Varner Road and Jefferson.

Prior to the County being designated as the lead agency for this project, changes to the project scope became necessary that will require many of the existing reports, documents, and engineering plans to be changed and or revised. The County is recommending that RBF Consulting perform the work to revise and change the preliminary engineering and environmental studies, based on the consultant's knowledge of the project and the work that they have done to date. Having RBF Consulting perform this work is expected to save time and money.

A not to exceed budget of \$951,659 (including contingency) was negotiated between RBF Consulting and the County Transportation Department. The services to be provided include revising the geometric layout of the alternative, modifying the environmental technical studies, preparation and finalization of the environmental document and revisions and finalization of the project report.

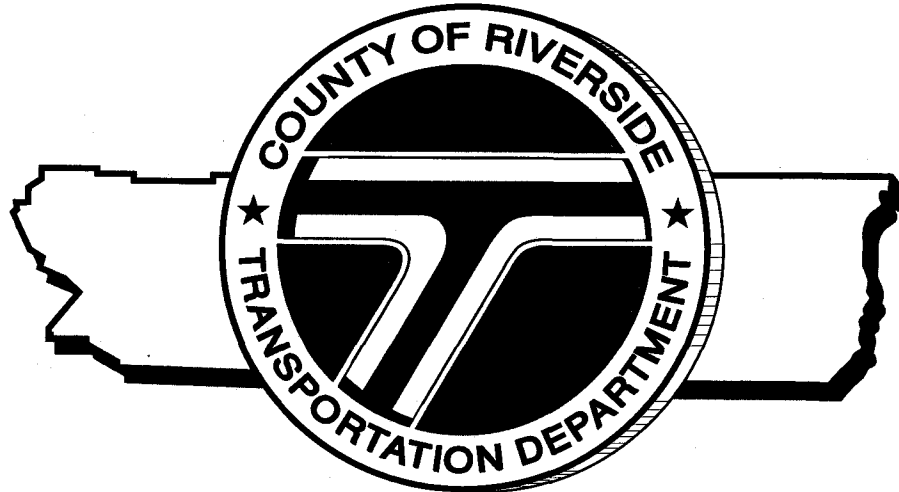
A Request for Proposal will be issued for subsequent work which includes final design bid support and construction support at a later date.

Project No.: B2-0388.

Contract No. 10-09-008

Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT



for

Jefferson Street Interchange Project

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

RBF Consulting

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and RBF Consulting, a California Corporation, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	RBF Consulting
4080 Lemon Street, 8 th Floor	3300 East Gausti Road, Suite 100
Riverside, CA 92502	Ontario, CA 91761

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ENGINEER, and COUNTY activities shall be accomplished through an ENGINEERING PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Brad Donais

The COUNTY PROJECT MANAGER for COUNTY shall be:

Cindi Wachi

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete PROJECT.

B. Cooperative Agencies

The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

- State of California Department of Transportation (Caltrans)
- City of Indio

- Coachella Valley Association of Governments
- Federal Highways Administration (FHWA)

C. COUNTY/AGENCIES Standards

All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY and AGENCIES.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ENGINEERING PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this contract.

B. Assignment

Without written consent of COUNTY, this agreement is not assignable by ENGINEER either in whole or in part.

C. Subcontracts

1. ENGINEER shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this agreement, ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance to name COUNTY as Additional Insured.

D. Modifications

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration

1 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
2 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
3 parties hereto.

- 4 2. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT
5 team without prior written approval by the COUNTY PROJECT MANAGER.

6 **E. COUNTY Directives**

7 ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT
8 MANAGER.

9 **F. Liability**

- 10 1. ENGINEER has total responsibility for the accuracy and completeness of all data, plans, specifications
11 and estimates prepared for this PROJECT and shall check all such material accordingly. The data and
12 plans will be reviewed by COUNTY. The responsibility for accuracy and completeness of such items
13 remains solely that of ENGINEER.

- 14 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
15 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
16 organized, technically and grammatically correct, checked and having the preparer and checker
17 identified. The minimum standard of appearance, organization and contents shall be of similar types
18 produced by COUNTY and AGENCIES.

- 19 3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
20 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
21 certificate, and signature of the professional engineer(s) responsible for their preparation.

- 22 4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
23 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
24 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
25 products if used on a different project without the written authorization or approval by ENGINEER.

- 26 5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
27 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY.

- 28 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this agreement, shall
29 act in an independent capacity and not as officers, employees or agents of COUNTY.

1 **G. Indemnification**

- 2 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
3 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
4 elected and appointed officials, employees, agents and representatives (hereinafter individually and
5 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
6 demands, actions, or proceedings to the extent caused by any alleged or actual negligence,
7 recklessness, willful misconduct, error or omission of ENGINEER, its directors, officers, partners,
8 employees, agents or representatives or any person or organization for whom ENGINEER is responsible,
9 arising out of or from the performance of services under this Agreement.
- 10 2. As respects each and every indemnification herein ENGINEER shall defend and pay, at its sole expense,
11 all costs and fees including but not limited to attorney fees, cost of investigation, and defense and
12 settlements or awards against the Indemnitees.
- 13 3. With respect to any action or claim subject to indemnification herein by ENGINEER, ENGINEER shall, at
14 their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle,
15 or compromise any such action or claim without the prior consent of COUNTY; provided, however, that
16 any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
17 ENGINEER'S indemnification to Indemnitees as set forth herein.
- 18 4. ENGINEER'S obligation hereunder shall be satisfied when ENGINEER has provided to Indemnitees the
19 appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.
- 20 5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe
21 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 22 6. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall
23 be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ENGINEER from
24 indemnifying the COUNTY to the fullest extent allowed by law.

25 **H. Quality Control**

26 ENGINEER shall implement and maintain the following quality control procedures during the preparation
27 of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect
28 during the entire time services are being performed under the contract. The plan shall establish a
29 process whereby calculations are independently checked, plans checked, corrected and back-checked,

1 and all job related correspondence and memoranda routed and received by affected persons and then
2 bound in appropriate job files. Where several drawings show different work in the same area, means
3 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence
4 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All
5 plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for
6 review shall be marked clearly as being fully checked and that the preparation of the material followed the
7 quality control plan established for the work.

8 **I. Value Engineering**

- 9 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY
10 PROJECT MANAGER may direct the ENGINEER to examine the various elements of the design
11 segment and submit an informal written statement or memorandum addressing those elements where it
12 appears significant savings and other advantages can be realized. The statement shall be sufficiently
13 informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or
14 possibly direct immediate design changes where the value of the change is apparent without the need of
15 detailed study and analysis.
- 16 2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or
17 sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall
18 not be used in the plans and specifications.

19 **J. Extra Work**

- 20 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
21 PROJECT MANAGER.
- 22 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
23 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
24 based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by
25 reference.
- 26 3. A supplemental Agreement providing for such compensation for Extra Work shall be issued by COUNTY
27 to ENGINEER. Such Supplemental Agreement shall be executed by ENGINEER and be approved by
28 COUNTY.
- 29

1 **K. Disputes**

- 2 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
3 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
4 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
5 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
6 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
7 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
8 therefore. Except for such protests or objections as are made of record in the manner specified and
9 within the time stated herein, and except for such instances where the basis of a protest could not
10 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
11 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
12 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
13 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
- 14 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
15 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
16 Association, provided that the parties mutually agree to submit to arbitration.
- 17 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
18 timely performance in accordance with the terms of the contract.

19 **L. Termination Without Cause**

- 20 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
21 thirty (30) calendar days written notice to ENGINEER.
- 22 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
23 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
24 prepared by or provided to ENGINEER in the performance of this Agreement. All such documents and
25 materials shall be property of COUNTY.
- 26 3. In the event that the contract is terminated, ENGINEER is entitled to full payment for all services
27 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
28 be made for services performed to date based upon the percentage ratio that the basic services
29 performed bear to the services contracted for, less payments made to date; plus any amount for

1 authorized, but unpaid, extra work performed and costs incurred.

2 **M. Termination for Lack of Performance**

3 COUNTY may terminate this agreement and be relieved of the payment of any consideration to
4 ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the
5 manner herein provided. In the event of such termination, COUNTY may proceed with the work in any
6 manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work completed
7 and delivered to COUNTY in a timely and successful manner.

8 **N. Insurance**

9 Without limiting or diminishing the ENGINEER's obligation to indemnify or hold the COUNTY harmless,
10 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
11 insurance coverages during the term of this Agreement, or for a term otherwise specified herein.

12 1. Workers' Compensation:

13 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.
14 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less
15 than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
16 County of Riverside; and to provide a Borrowed Servant/Alternate Employer Endorsement.

17 2. Commercial General Liability:

18 Commercial General Liability insurance coverage, including but not limited to, premises liability,
19 contractual liability, completed operations, personal and advertising injury covering claims which may
20 arise from or out of ENGINEER's performance of its obligations hereunder. Policy shall name, by
21 endorsement all Agencies, Special Districts and Departments of the County of Riverside, their respective
22 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as
23 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
24 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
25 agreement or be no less than two (2) times the occurrence limit.

26 3. Vehicle Liability:

27 ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not
28 less than \$1,000,000 per occurrence combined single limit. If ENGINEER's vehicles or mobile equipment
29 are not to be used in the performance of the obligations under this Agreement, ENGINEER shall maintain

1 coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence
2 combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the
3 Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply
4 separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name by
5 endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective
6 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as
7 Additional Insureds.

8 4. Professional Liability:

9 ENGINEER shall maintain Professional Liability Insurance providing coverage for performance of work
10 included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
11 \$2,000,000 annual aggregate. If ENGINEER's Professional Liability Insurance is written on a claims-
12 made basis rather than an occurrence basis, such insurance shall continue through the term of this
13 Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made
14 insurance policy ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
15 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
16 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate
17 through Certificates of Insurance that ENGINEER has maintained continuous coverage with the same or
18 original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
19 beyond the termination of this Agreement.

20 5 General Insurance Provisions - All lines:

- 21 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
22 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
23 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
24 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
25 policy term.
- 26 b. The ENGINEER's insurance carrier(s) must declare its self-insured retentions. If such self-insured
27 retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the
28 County Risk Manager before the commencement of operations under this Agreement. Upon
29 notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election

1 of the County's Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such self-
2 insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond which
3 guarantees payment of losses and related investigations, claims administration, defense costs and
4 expenses.

5 c. The ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly
6 executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting
7 coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
8 Manager, provide original Certified copies of policies including all Endorsements and all attachments
9 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
10 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30)
11 days written notice or ten (10) days in the event of cancellation for nonpayment of premium be given
12 to the COUNTY prior to any cancellation of such insurance. In the event of a material modification or
13 cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY receives,
14 prior to such effective date, another properly executed original Certificate of Insurance and original
15 copies of endorsements or certified original policies, including all endorsements and attachments
16 thereto evidencing coverages and the insurance required herein is in full force and effect.
17 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original
18 endorsements for each policy and the Certificate of Insurance. *ENGINEER shall not commence*
19 *operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified*
20 *original copies of endorsements or policies of insurance including all endorsements and any and all*
21 *other attachments as required in this Section.*

22 d. It is understood and agreed by the parties hereto and the ENGINEER's insurance company(s), that
23 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
24 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-
25 insured programs shall not be construed as contributory.

26 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
27 of services or performance of work the Risk Manager of the County of Riverside reserves the right to
28 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
29 insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the

1 amount or type of insurance carried by the ENGINEER has become inadequate.

2 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors
3 working under this Agreement.

4 **O. Conflict of Interest**

5 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed
6 or retained to solicit or secure this contract upon an agreement or understanding for a commission,
7 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
8 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For
9 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only
10 for the value of the work actually performed, or in its discretion to deduct from the contract price or
11 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
12 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,
13 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
14 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

15 **P. Legal Compliance**

16 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and
17 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
18 effect and in any manner affecting the performance of this Agreement, including, without limitation,
19 workers' compensation laws and licensing and regulations.

20 **Q. Nondiscrimination**

21 1. During the performance of this agreement, ENGINEER and its Subcontractors shall not unlawfully
22 discriminate against any employee or applicant for employment because of race, religion, color, national
23 origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
24 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
25 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
26 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
27 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
28 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
29 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice

1 of their obligations under this clause to labor organizations with which they have a collective bargaining or
2 other agreement.

3 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
4 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
5 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
6 ascertain compliance with such Regulations, orders and instructions. Where any information required of
7 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
8 ENGINEER shall so certify to COUNTY or the Federal Highway Administration as appropriate and shall
9 set forth what efforts he has made to obtain the information.

10 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,
11 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
12 limited to:

- 13 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 14 • Cancellation, termination, or suspension of the contract in whole or in part.

15 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all
16 subcontracts to perform work under this contract.

17 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
18 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

19 **R. Labor Code and Prevailing Wages**

- 20 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 21 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
22 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
23 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
24 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
25 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and
26 subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties
27 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
28 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that
29 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes

1 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
2 Code which require every employer to be insured against liability for worker's compensation or to
3 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
4 provisions before commencing the performance of the work of this contract."

- 5 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
6 wages applicable to the work, and for holiday and overtime work, including employer payments for health
7 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
8 been determined by the Director of the California Department of Industrial Relations. These wages are
9 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 10 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
11 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
12 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
13 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
14 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
15 determined by the Director of the California Department of Industrial Relations for similar classifications of
16 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department
17 will not accept lower State wage rates determinations. This includes "helper" (or other classifications
18 based on hours of experience) or any other classification not appearing in the Federal wage
19 determinations. Where Federal wage determinations do not contain the State wage rate determination
20 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
21 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
22 employees in question.

23 **S. Review and Inspection**

24 ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect
25 PROJECT activities including review and inspection on a daily basis.

26 **T. Record Retention / Audits**

- 27 1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
28 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
29 administering the contract. All parties shall make such materials available at their respective offices at all

1 reasonable times during the contract period and for three years from the date of final payment under the
2 contract.

- 3 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
4 Federal Government shall have access to any books, records, and documents of ENGINEER that are
5 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
6 furnished if requested. (Government Code Section 105320)

7 **U. Ownership of Data**

8 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
9 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
10 transfer ownership to COUNTY.

11 **V. Confidentiality of Data**

- 12 1. All financial, statistical, personal, technical or other data and information which is designated confidential
13 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
14 protected by ENGINEER from unauthorized use and disclosure.
- 15 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
16 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
17 the same on any other occasion.
- 18 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, COUNTY
19 or the AGENCIES actions on the same, except to COUNTY or AGENCIES staff, ENGINEER's own
20 personnel involved in the performance of this contract, or at public hearings, or in response to questions
21 from a Legislative committee.
- 22 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
23 nondisclosure of the same.
- 24 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding
25 work performed or to be performed under this contract without prior review of the contents thereof by
26 COUNTY and receipt of COUNTY's written permission.

27 **W. Funding Requirements**

- 28 1. It is mutually understood between the parties that this contract may have been written before ascertaining
29 the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties

1 in order to avoid program and fiscal delays that would occur if the agreement were executed after that
2 determination was made.

- 3 2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the
4 purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions,
5 limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect
6 the provisions, terms or funding of this contract in any manner.
- 7 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
8 amended to reflect any reduction in funds.

9
10 **ARTICLE V • PERFORMANCE**

11 **A. Performance Period**

- 12 1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 13 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
14 proposed contract is approved by all AGENCIES, and the contract is fully executed and approved by
15 COUNTY.
- 16 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,
17 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 18 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
19 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions,
20 prior to final submission.
- 21 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
22 COUNTY shall give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any
23 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a
24 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
25 as stipulated in this Contract.
- 26 6. Time is of the essence in this agreement.

27 **B. Time Extensions**

- 28 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
29 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension

1 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
2 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
3 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
4 in COUNTY's judgement, their findings of fact justify such an extension of time.

5 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
6 intended to deny ENGINEER it's civil legal remedies in the event of a dispute.

7 **C. Reporting Progress**

8 1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY
9 Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress
10 achieved during the previous month in relation to the Schedule of Services. Submission of such progress
11 report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each
12 monthly invoice submitted.

13 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
14 AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives,
15 ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed
16 and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as
17 appropriate.

18 **D. Evaluation of ENGINEER**

19 ENGINEER's performance will be evaluated by COUNTY for future reference.
20

21 **ARTICLE VI • COMPENSATION**

22 **A. Work Authorization**

23 ENGINEER shall not commence performance of any work or project services until so directed by the
24 County Project Manager. No payment will be made prior to approval of this contract.

25 **B. Basis of Compensation**

26 1. PROJECT services as provided under this agreement as described in the Scope of Services, shall be
27 compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by
28 reference. The total amount of the Contract is not to exceed \$951,658.60 and reimbursement is to be
29 made at actual cost plus fixed fee for the following contractors:

Jefferson Street Interchange Project

1	• RBF Consulting	\$531,621.46
2	• POWER Engineers	\$180,592.93
3	• LSA Associates, Inc.	\$34,445.66
4	• Earth Mechanics, Inc.	\$15,834.90
5	• Applied Earthworks	\$39,669.40
6	• Bonterra	\$24,494.24
7	• Contingency	\$125,000.00

8 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work
9 that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion
10 of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY PROJECT
11 MANAGER.

12 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
13 by COUNTY.

14 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER
15 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or
16 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
17 such costs.

18 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
19 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
20 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

21 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
22 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
23 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
24 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
25 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
26 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
27 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
28 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
29 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal

1 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
2 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
3 approved in advance by COUNTY and AGENCIES.

4 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
5 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
6 otherwise expressly so provided.

7 6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition
8 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of
9 cost.

10 7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management
11 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
12 Governments.

13 8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary
14 engineering services required to correct such errors and omissions without additional charge to COUNTY.

15 **C. Progress Payments**

16 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C,
17 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.

18 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
19 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
20 Progress Report covering the same period as the submitted invoice.

21 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
22 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
23 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
24 PROJECT MANAGER..

25 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
26 COUNTY PROJECT MANAGER of itemized invoices.

27 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10
28 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted
29 from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved

1 ENGINEER's plans, specifications and estimate.

2 **ARTICLE VII • GIS Information**

- 3 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
4 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
5 pursuant to this agreement.
- 6 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the
7 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
8 ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
9 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
10 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
11 ownership of COUNTY GIS information.
- 12 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
13 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
14 as described within the Scope of Services.
- 15 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
16 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
17 GIS information.
- 18 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
19 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
20 intended only as an information base and is not intended to replace any legal records. COUNTY has used
21 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
22 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
23 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
24 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
25 information may not be current and changes or additions to the information contained in COUNTY GIS may
26 not yet be reflected in COUNTY GIS.
- 27 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
28 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
29 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

1 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
2 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

3 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
4 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
5 data and will be geographically registered using a appropriate coordinate system such as the California State
6 Plane Coordinate System NAD 83.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Patricia Romo Dated: 9/23/10

JUAN C. PEREZ Patricia Romo
Director of Transportation Deputy Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

[Signature] Dated: 9-23-10

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

[Signature] Dated: 9/20/10

Steve Huff
PRINTED NAME

Sr. Vice-President
TITLE

ENGINEER:

[Signature] Dated: 9/20/10

Ronald B. Craig
PRINTED NAME

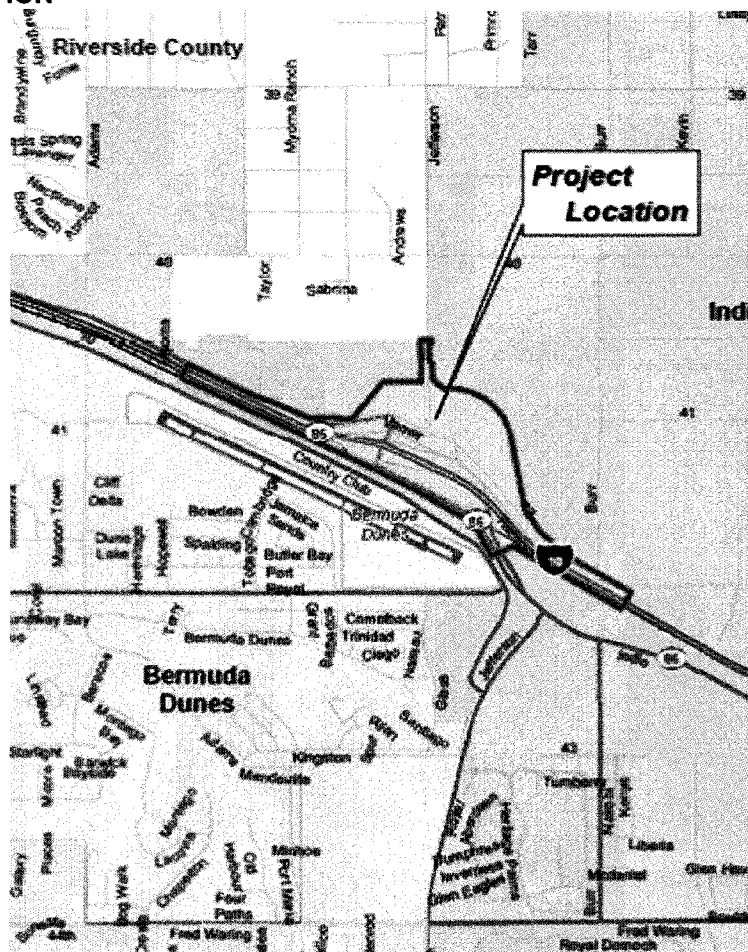
Sr. Vice President
TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

The project is located within the limits of the City of Indio, in Riverside County on Interstate 10 from KP R83.3 to R85.4 (PM R51.7 to R53.1). Within the limits of the proposed project, I-10 is a standard 6-lane freeway with a median in the center and no HOV facilities. All lanes are a standard 3.66 m (12 ft) with standard 3.0 m (10 ft) shoulders. The existing interchange facility is a modified diamond design. The purpose of the proposed interchange realignment and reconstruction at Jefferson Street and I-10 is to correct existing geometric deficiencies, to reduce projected operational deficiencies from the anticipated increased traffic demand and congestion from the forecasted growth and development in the area, and to improve interchange traffic operation and improve access along Jefferson Street and Varner Road east of Jefferson Street.

B. LOCATION



C. COORDINATION

ENGINEER shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- 1 • Caltrans
- 2 • City of Indio
- 3 • Coachella Valley Association of Governments
- 4 • Federal Highways Administration

5 All meetings with other outside agencies will be scheduled by ENGINEER with approval of COUNTY.

6 **D. PHASES**

7 The services performed by ENGINEER will be accomplished in two phases:

8 Phase 1A – Preliminary Engineering/Project Report

9 Phase 1B – Environmental Document

10 Phase I will proceed upon written notice to proceed.

11 **E. STANDARDS**

12 The Project Report and Environmental Document shall be prepared in accordance with Caltrans regulations,
13 policies, procedures, manuals and standards including compliance with Federal Highway Administration
14 (FHWA) requirements. Improvements of local roads may be prepared in accordance with COUNTY and/or
15 City of Indio standards in lieu of Caltrans standards. All Documents shall be prepared using metric standards
16 and dimensions.

17 **1. Environmental**

18 The procedures to be followed and the content of the environmental surveys, environmental technical
19 reports and environmental documents are set forth in Caltrans "Project Development Procedures
20 Manual", Caltrans "Environmental Handbook", Caltrans Transportation Laboratory technical manuals for
21 environmental studies, FHWA's Technical Advisory T69640.8A and on Caltrans Standard Environmental
22 Reference (SER) at the Caltrans website.

23 Federal and State requirements for environmental analysis and impact assessment, as set forth in the
24 National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other
25 applicable federal and state regulations, must be satisfied.

26 **2. Survey**

27 All surveys shall be performed in accordance with the current Caltrans "Survey Manual" and its revisions.
28 Work not covered by the manual shall be performed in accordance with accepted professional surveying
29 standards.

1 Surveys performed shall conform to the requirements of the Land Surveyors Act. In accordance with the
2 Act, "responsible charge" for the work shall reside with a pre-January 1, 1982 Registered Civil Engineer
3 or a Licensed Land Surveyor in the State of California.

4 The minimum standard of survey quality shall be that of similar surveys performed by Caltrans.

5 Caltrans may designate the existing horizontal and vertical control monument that are to be the basis of
6 all performed surveys. Caltrans may provide the California Coordinate System values and/or elevation
7 values for these monuments. Caltrans or ENGINEER will set all new monuments. The ENGINEER will
8 adjust all ENGINEER performed surveys to the designated control monuments and their values.

9 The ENGINEER shall comply with OSHA regulations regarding safety equipment and procedures, safety
10 instructions issued by the State and the safety provisions included in the Caltrans Surveys Manual.
11 ENGINEER's surveying personnel shall wear white hard hats and orange safety vests at all times while
12 working in the field. The ENGINEER shall provide safety training for all ENGINEER surveying personnel,
13 including the training required for surveying on and near highways. Personal safety equipment shall be
14 provided by the ENGINEER.

15 Monuments established by the ENGINEER shall be marked by the ENGINEER with disks, plugs or tags.
16 In addition, the ENGINEER shall identify ENGINEER established monuments by tagging or stamping the
17 monument with the license or registration number of the ENGINEER's surveyor who is in "responsible
18 charge" of the work.

19 **3. Design**

20 Roadway design shall be in accordance with the current Caltrans Highway Design Manual and its
21 revisions. Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices
22 (MUTCD) and the California Supplement.

23 **4. Geotechnical Design Report**

24 The Geotechnical Design Report shall be prepared in conformance with the current edition of the Caltrans
25 Transportation Laboratory, California Test Method 130.

26 **5. Project Files**

27 Project Files shall be indexed in accordance with Caltrans Project Development Uniform File System.

28 Items 1 through 5 are not all-inclusive but are intended only to illustrate types of sources.

29 **F. KEY PERSONNEL**

1 The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if
2 one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at
3 least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been
4 secured. The key personnel for performance of this PROJECT are:

5 Project Manager - Brad Donais

6 Project Engineer - Tim Haile

7 Environmental Project Manager – To Be Determined

8 **G. CONTRACT DELIVERABLES**

9 The following list identifies the deliverables to be provided to the COUNTY by ENGINEER. All deliverables
10 for Draft documents will be provided in hard copy format (minimum of 6 copies) and an electronic format (pdf).
11 All deliverables for Final Documents will be provided in hard copy format (6 copies and one unbound original
12 final document) and in electronic format (pdf) unless otherwise noted in this scope of work.

- 13 • Traffic Analysis and Study
- 14 • Natural Environmental Study
- 15 • Noise Impact Analysis
- 16 • Noise Abatement Decision Report
- 17 • Noise Barrier Survey Report
- 18 • Air Quality Assessment
- 19 • Air Quality Conformity Analysis
- 20 • Initial Site Assessment
- 21 • Visual Impact Assessment
- 22 • Community Impact Assessment
- 23 • Location Hydraulics and Floodplain Study Report
- 24 • Archaeological Survey Report
- 25 • Historic Property Survey Report
- 26 • Archaeological Evaluation Report
- 27 • Archaeological Finding of Effect
- 28 • Archaeological Memorandum of Understanding
- 29 • Archaeological Data Recovery Plan and Phase III Proposal

- 1 • Draft Initial Study/Environmental Assessment
- 2 • Response to Public Comments on Draft Environmental Document
- 3 • Final Initial Study/Environmental Assessment
- 4 • Storm Water Data Report
- 5 • Lifecycle Cost Analysis
- 6 • Preliminary Materials Report
- 7 • Preliminary Geotechnical Design Report
- 8 • Structures Preliminary Geotechnical Design Report
- 9 • Structures Advance Planning Study
- 10 • Supplemental Draft Project Report
- 11 • Final Project Report
- 12 • Modified Access Report

13 **ARTICLE AII • PROJECT ADMINISTRATION**

14 **A. PROJECT MANAGEMENT**

15 This task includes the day-to-day management of the PROJECT. Project Development Team (PDT)
16 meetings with the COUNTY PROJECT MANAGER, the California Department of Transportation staff and
17 other representative from affected agencies will be held once a month. The environmental team leaders
18 and/or subconsultants will attend the PDT meetings as appropriate. The ENGINEER shall prepare meeting
19 notes for each meeting and have these available for review at each succeeding meeting.

20 The ENGINEER'S Project Management Plan will include a communication plan. The communication plan will
21 consist of a roster of staff involved in the PROJECT and multiple forms of contact for each team member
22 (address, telephone number, e-mail, etc.). The communication plan will also identify lines of communication
23 with levels of responsibility/authority for development of the PROJECT.

24 **B. BUDGETING**

25 The ENGINEER will prepare budgets for each task and milestone for the PROJECT. Such budgets will be
26 entered into the ENGINEER'S Management Information System along with actual costs incurred and used as
27 a basis for cost monitoring and control.

28 **C. COST ACCOUNTING**

29 The ENGINEER will prepare monthly reports of expenditures for the PROJECT by tasks and milestones.

1 Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be
2 included as supporting data for invoices presented to the COUNTY every month.

3 **D. SCHEDULING**

4 Within one month from the Notice to Proceed (NTP), the ENGINEER will provide a detailed project schedule,
5 which indicates milestones, major activities and deliverables, to the COUNTY for review and comments. This
6 schedule will reflect review times necessary by all of the agencies involved. Review of the schedule will occur
7 at subsequent PDT meetings. Adjustments will be made, if necessary, due to changing circumstances.

8 **E. PROGRESS REPORTING**

9 Progress reports shall be prepared in accordance with COUNTY guidelines. Reports will be required monthly
10 and shall be accompanied by an invoice.

11 **F. CONTRACT ADMINISTRATION**

12 The ENGINEERING PROJECT MANAGER will maintain ongoing liaison with the COUNTY PROJECT
13 MANAGER and AGENCY to promote effective coordination during the course of project development.
14 Progress meetings with ENGINEER's staff, subconsultants and the COUNTY PROJECT MANAGER will be
15 held regularly.

16
17 **ARTICLE AIII • SERVICES TO BE PROVIDED**

18 **1.0 Project Definition Scoping**

19 ENGINEER will coordinate and attend two (2) project definition scoping meetings with the COUNTY, City
20 of Indio (City), and the California Department of Transportation (Caltrans). The purposes of the project
21 definition scoping meetings is to re-initiate the project with Caltrans and determine what revisions will be
22 necessary to the project documents relative to the removal of Varner Road westerly of Jefferson Street
23 and revisions to the three (3) build alternatives. ENGINEER will prepare materials for the meetings and
24 document correspondences with the COUNTY, City, and Caltrans.

25
26 **2.0 Traffic Analysis and Study**

27 ENGINEER prepared the *I-10/Jefferson Street Interchange Configuration Traffic Impact Analysis*
28 (*November 2, 2006*), which was utilized for environmental review of the proposed project. The traffic
29 analysis will be revised to account for project description changes, to utilize new baseline traffic counts,

1 and to utilize the most up-to-date Riverside County Traffic Analysis Model (RIVTAM) traffic forecasts for
2 2015 and 2035 conditions. One key project description change is assuming improvements to the west
3 leg of the Jefferson Street/Varner Road intersection occur in pre-project conditions. This revised analysis
4 and study will be consistent with the study area as analyzed in the *I-10/Jefferson Street Interchange*
5 *Configuration Traffic Impact Analysis (November 2, 2006)*.

6
7 As part of the revised traffic analysis, ENGINEER will collect new traffic counts at the following five (5)
8 study intersections:

- 9 • Jefferson Street/Varner Road (West);
- 10 • Jefferson Street/Varner Road (East);
- 11 • I-10 Westbound Ramps/Jefferson Street;
- 12 • I-10 Eastbound Ramps/Jefferson Street; and
- 13 • Jefferson Street/Indio Boulevard.

14 ENGINEER will revise the *I-10/Jefferson Street Interchange Configuration Traffic Impact Analysis*
15 *(November 2, 2006)*, as follows:

- 16 • Revise existing conditions intersection analysis using newly collected intersection counts.
- 17 • Coordinate with COUNTY staff to obtain RIVTAM model traffic volumes for existing and
18 forecast year 2035 conditions; forecast year 2015 traffic volumes will be derived utilizing
19 existing and forecast year 2035 model traffic volumes.
- 20 • Post-process the RIVTAM traffic model data accordingly to derive traffic volumes for the
21 2015 & 2035 analysis scenarios utilizing B-turns (a Microsoft Excel-based software) for
22 the study intersections.
- 23 • Revise forecast year 2015 (formerly 2010) without and with alternative 1, alternative 2,
24 and alternative 3 project conditions intersection analysis.
- 25 • Revise forecast year 2035 (formerly 2030) without and with alternative 1, alternative 2,
26 and alternative 3 project conditions intersection analysis.
- 27 • Revise the Synchro-based analysis model to incorporate updated traffic volumes.
- 28 • Revise queue analysis for existing, forecast year 2015, and forecast year 2035 without
29 and with alternative 1, alternative 2, and alternative 3 project conditions.

- Revise Interstate 10 (I-10) ramp analysis for existing, forecast year 2015, and forecast year 2035 without and with alternative 1, alternative 2, and alternative 3 project conditions.
- Revise freeway mainline analysis for existing, forecast year 2015, and forecast year 2035 without and with alternative 1, alternative 2, and alternative 3 project conditions.
- Revise accident data and weaving analysis as required with updated data. Collision data will be provided by Caltrans staff for the most recently available three (3) years of data.
- Revise analysis report tables and exhibits accordingly for all analysis scenarios.
- RBF will collect 24 hour count data at one location to identify truck percentage data.

3.0 Geometric Alternative Development

ENGINEER will revise the geometrics for the three (3) build alternatives currently included in the approved Draft Project Report based upon the updated Traffic Impact Analysis. It is anticipated based on the new RivTAM model, the traffic volume projections will require revisions to the currently propose lane configurations for the three (3) build alternatives. The revised three (3) build alternative will be included in the Supplemental Draft Project Report and Supplemental Draft Environmental Document. These geometrics will include modifications to previous design alternatives based on new requirements and geographic constraints.

4.0 Environmental

4.1 Task Management and Meetings

Key activities under this task include coordination with Caltrans, the COUNTY and City, and technical study authors to update and obtain approval of the technical studies supporting preparation of the Environmental Document. This task also includes preparation of status reports to accompany each respective invoice to the COUNTY.

The Environmental Project Manager is to provide review of all technical studies prior to submittal for COUNTY review for incorporation into the Environmental Document and to ensure consistency between technical studies and Environmental Document.

1
2 This task includes attendance by the Environmental Project Manager at Project Development
3 Team (PDT) Meetings until approval of the Environmental Document is obtained from Caltrans.
4 The Environmental Project Manager will also attend a project kick-off meeting and focus meetings
5 with Caltrans to resolve comments obtained on the technical studies and/or Environmental
6 Document. URS will prepare meeting minutes for the focused meetings.
7

8 **4.2 Revised Project Description / Purpose and Need**

9 For inclusion in all of the project environmental studies and reports, the Project Description and
10 Purpose and Need will be revised to reflect the revised project limits resulting from the removal of
11 Varner Road westerly of Jefferson Street from the project. Revising the Project Description and
12 Purpose and Need will require coordination with and resubmittal to Caltrans for their review and
13 approval.
14

15 **4.3 Area of Potential Effects Map**

16 The Area of Potential Effects (APE) Map was revised and submitted to Caltrans. After review and
17 comments, Caltrans approved the APE on February 1, 2010. It assumed no further revisions or
18 additional work are necessary.
19

20 **4.4 Natural Environment Study**

21 A Natural Environment Study (NES) previously prepared by Bonterra and approved in June 2007,
22 pursuant to Caltrans guidelines, was based on the results of various biological surveys, analysis,
23 and data compilation. The report described (a) the methodology used to conduct the biological
24 surveys; (b) a detailed description of the existing plant communities and associated animal
25 resources within the project site; (c) the results of the wetland delineation; (d) potential impacts
26 from project development; and (e) recommended mitigation measures to reduce identified
27 impacts to less than significant levels. Subsequently, a Biological Assessment was written,
28 Section 7 consultation with the U.S. Fish and Wildlife Service was conducted, and a Biological
29 Opinion was issued. In addition, the Coachella Valley MSHCP was implemented. Per discussion

1 with Scott Quinnell (Caltrans District 8), updates to the Biological Assessment are not necessary
2 since the CVMSHCP is now in effect.

3
4 The NES will be revised to reflect changes in project design based on revisions to the three (3)
5 build alternatives including associated impact analysis and recalculating the impact acreage, and
6 will be updated to meet the most current Caltrans guidelines. The NES will be updated with the
7 revised project description and associated graphics to match the revisions to the three (3) build
8 alternatives. The most recent vegetation map will be incorporated into the revised NES. The
9 results of the most recent specials status species surveys conducted since the NES was written,
10 including methods and results will be incorporated into the NES. The impact analysis within the
11 NES will be revised to follow the Coachella Valley Multiple Habitat Conservation Plan (CV
12 MSHCP), which has gone into effect since the NES was last prepared. Additionally, the
13 mitigation measures will be revised to be consistent with the CV MSHCP.

14
15 **4.5 Noise Impact Analysis**

16 A Noise Impact Analysis was previously prepared and approved by Caltrans in November 2007.
17 Based on the removal of Varner Road westerly of Jefferson Street and updated Traffic Impact
18 Analysis, LSA will update the existing Noise Impact Analysis to be consistent with Caltrans'
19 Traffic Noise Analysis Protocol (August 2006), Technical Noise Supplement (TeNS) (November
20 2009), and the Standard Environmental Reference (SER). Noise impacts from construction
21 sources will be reevaluated for the closest noise-sensitive receiver. The construction noise impact
22 will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent
23 sensitive locations. Analysis requirements will be based on the sensitivity of the area and the
24 Noise Ordinance specifications of the City. Additional noise measurements are not required.

25
26 The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) Version 2.5 will be used
27 to incorporate the latest traffic volumes projected in the traffic study. Traffic noise impacts and
28 noise abatement measures (sound barriers) will be reevaluated to achieve traffic noise reductions
29 by 5 A-weighted decibels (dBA) or more, as required to be feasible. A reasonable allowance per

1 residence and the total reasonable allowance per residence will be recalculated for each sound
2 barrier.

3
4 **4.6 Noise Abatement Decision Report**

5 LSA will revise the Noise Abatement Decision Report (NADR) based on the soundwalls found to
6 be reasonable and feasible from the updated Noise Impact Analysis, as defined in Caltrans'
7 Traffic Noise Analysis Protocol (August 2006), upon receipt of the updated sound barrier
8 construction cost estimate and non-acoustical factors related to feasibility from the project
9 engineer. The report will also reassess the preliminary reasonableness of each sound barrier,
10 preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural
11 resources, scenic views, hazardous materials, and biology). The NADR will be revised consistent
12 with Caltrans reporting guidelines and with the best information available.

13
14 **4.7 Air Quality Assessment**

15 ENGINEER will conduct an air quality analysis to satisfy NEPA, state and federal environmental
16 requirements, and conformity provisions of the Clean Air Act Amendments (CAAA). ENGINEER
17 prepared an Air Quality Assessment (dated October 31, 2007) and an Air Quality Conformity
18 Analysis (dated February 20, 2009) for the I-10/Jefferson Street Interchange Improvement Project
19 (herein referenced as the "project"), which was approved by the California Department of
20 Transportation (Caltrans). Since approval of the Air Quality Assessment and the Conformity
21 Analysis, the project has undergone revisions based upon the removal of Varner Road westerly
22 of Jefferson Street and revisions to the three (3) build alternatives.

23
24 The Air Quality Assessment shall be prepared in accordance with the latest following
25 protocols/guidelines: Caltrans *Transportation Project-Level Carbon Monoxide Protocol*,
26 FHWA/EPA *Transportation Conformity Guidance for Qualitative Hot-Spot Analysis in PM2.5 and*
27 *PM10 Nonattainment and Maintenance Areas*, FHWA *Interim Guidance Update on Mobile Source*
28 *Air Toxic Analysis in NEPA Documents* (updated September 30, 2009), and Caltrans' policy on
29 greenhouse gas emissions.

1
2 The Greenhouse Gas Emissions Analysis will be based on Caltrans *Climate Action Program*
3 (December 2006) and will require coordination with District Headquarters staff on the final
4 methodology. The Air Quality Assessment will also analyze and discuss the presence/absence of
5 asbestos-containing materials affected by the project, as well as construction-related impacts.
6 Construction impacts will be qualitatively evaluated commensurate with available project specific
7 information.

8
9 The Air Quality Assessment will need to document whether the proposed project is included in
10 the latest Regional Transportation Plan (RTP), and Regional Transportation Improvement
11 Program (RTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for
12 preliminary engineering/environmental documentation. The Air Quality Assessment will make a
13 final determination whether the build alternatives would conform to applicable state and federal
14 air quality plans. Mitigation measures will be defined for any construction and/or operational
15 impacts that are identified. Coordination with the Southern California Association of
16 Governments, Caltrans, and FHWA will be necessary to ensure that the proposed project would
17 not violate/exacerbate air quality in the Salton Sea Air Basin (SSAB).

18
19 **4.8 Air Quality Conformity Analysis**

20 The original project was submitted to the Southern California Association of Governments
21 Transportation Conformity Working Group (TCWG) in June 2007, and was determined not to be a
22 project of air quality concern (POAQC). Due to the changes, the revised project will require re-
23 submittal to the TCWG to determine project level conformity for particulate matter. Although the
24 interchange reconfiguration project would be exempt from a regional conformity analysis pursuant
25 to 40 CFR 93.127, the project requires a NEPA Environmental Assessment (EA). Additionally, the
26 project would fall under section 6005 *State Assumption of Responsibilities* section of the
27 Environmental Streamlining Act (Section 6005) of the Safe, Accountable, Flexible, Efficient
28 Transportation Equity Act: A Legacy for Users (SAFTEA-LU) and would require conformity
29 documentation.

1
2 Pursuant to FHWA and Caltrans guidance ENGINEER will prepare a separate standalone Air
3 Quality Conformity Analysis document focusing on the conformity provisions of the Clean Air Act
4 Amendments will be prepared. The additional documentation includes the Conformity Analysis
5 Checklist, which highlights criteria from the code of Federal Regulations (40 CFR 93.102 through
6 93.123).

7
8 **4.9 Initial Site Assessment**

9 ENGINEER prepared a Phase I Initial Site Assessment (ISA), dated March 2007 (revised January
10 2007), approved by Caltrans, for the project. Since approval of the Phase I ISA, the project has
11 undergone revisions based upon the removal of Varner Road westerly of Jefferson Street and
12 revisions to the three (3) build alternatives.

13
14 The Phase I ISA will be updated to reflect the revised project in accordance with the American
15 Society for Testing and Materials (ASTM) E 1527-05. The Phase I ISA update will include the
16 following components:

- 17
- 18 • ENGINEER will perform a site visit, which will consist of a visual examination of the project
19 site for visual evidence of potential environmental concerns, including existing or potential soil
20 and groundwater contamination as evidenced by soil or pavement staining or discoloration;
21 stressed vegetation; indications of waste dumping or burial; pits; ponds; or lagoons;
22 containers of hazardous substances or petroleum products; electrical and hydraulic
23 equipment that may contain PCBs, such as electrical transformers and hydraulic lifts; and
24 underground and aboveground storage tanks. ENGINEER will examine the physical
25 characteristics of the property (i.e., apparent runoff directions, location of paved areas, etc.).
26 It should be noted that the site visit specifically excludes any subsurface investigation
27 including, but not limited to, sampling and/or laboratory analysis.
 - 28 • A preliminary visual examination of immediately adjacent property conditions and their
29 general nature will be conducted.

- 1 • An investigation of historical uses of the project site by examining locally available aerial
2 photographs (including historical aerial photos), historical topographic maps, and other
3 available documentation for evidence of potential environmental concerns associated with
4 prior land uses.
- 5 • ENGINEER will include a detailed right-of-way analysis per the Department's updated
6 hazardous materials guidelines for a Phase I ISA.
- 7 • ENGINEER will interview knowledgeable persons (i.e., current property owners, operators,
8 occupants, as well as adjacent residents, if available) to identify operations conducted on the
9 project site and neighboring properties, if any. ENGINEER will also identify the uses of all
10 adjoining properties (i.e., those contiguous to the project site). If such operations are likely to
11 affect the project site by contamination with Hazardous Substances or petroleum products,
12 ENGINEER will describe the risks presented to the project site within the ISA.
- 13 • A review of information available on general geology and topography of the project site and
14 local groundwater conditions will be conducted.
- 15 • ENGINEER will include a review of the commercial database summaries, provided by
16 Environmental Data Resources, Inc. (EDR), regarding public agency records for the project
17 site and surrounding area.
- 18 • A review of available property data for the project site, if available, will be conducted.
- 19 • ENGINEER will prepare an ISA checklist, as required by Caltrans.

20
21 **4.10 Visual Impact Assessment**

22 ENGINEER prepared a Visual Impact Assessment (VIA), dated April 13, 2007, approved by
23 Caltrans, for the project. Since approval of the VIA, the project has undergone revisions based
24 upon the removal of Varner Road westerly of Jefferson Street and revisions to the three (3) build
25 alternatives.

26
27 The VIA will be updated to reflect the revised project site and will include the following
28 components:
29

- 1 • ENGINEER will update the three (3) photosimulations for the revised three (3) build
2 alternatives to include the revised project. Up to three (3) Alternatives will be re-modeled.
3 The graphics will be updated to reflect the revised photosimulations.
- 4 • The viewshed mapping will be updated to include the revised project. Up to three (3)
5 Alternatives will be re-modeled for the purposes of viewshed mapping.
- 6 • The VIA report will be updated to reflect the revised project Description and site plans. Visual
7 impacts of the revised project will be confirmed. New and/or modified Mitigation Measures
8 will be recommended if necessary.

10 **4.11 Community Impact Assessment**

11 A separate, stand-alone Community Impact Assessment (CIA) was not previously prepared for
12 the project but was requested by Caltrans subsequent to the project description revision. URS
13 will prepare a CIA based upon the revised project description. Prior to preparing the CIA, a
14 screening analysis will be performed in accordance with Caltrans' *Guidance for Preparers of*
15 *Growth-related, Indirect Impact Analyses*. This screening analysis will be utilized as the basis for
16 determining the need for a CIA since this project involves the modification of an existing
17 interchange that will not result in any relocations. It is URS' experience that CIAs are not required
18 for this type of project, particularly one that does not involve relocations. If the results of the
19 screening analysis confirms the need for a CIA, then a separate, stand-alone technical study will
20 be prepared.

21
22 Because the project involves a Federal action, the project is required to comply with Executive
23 Order (EO) 12898, *Federal Actions to Address Environmental Justice in Minority Populations and*
24 *Low-Income Populations*, signed by President Clinton on February 11, 1994. URS will conduct
25 research to identify minority and low-income populations in the project area and the region,
26 determine whether disproportionately high and adverse impacts to those populations would occur
27 with project implementation, and provide comprehensive analysis and discussion in the CIA,
28 including mitigation for any potential impacts to environmental justice populations. Content and
29 format guidelines provided in Caltrans' Environmental Handbook Volume 4 (Community Impact

1 Assessment), and Chapters 24 (Community Impacts) and 25 (Environmental Justice) of the SER
2 will be followed. All considerations under Title VI of the Civil Rights Act of 1964 and related
3 statutes will also be included in this project.

4
5 **4.12 Location Hydraulic and Floodplain Study Report**

6 ENGINEER will revise the existing Location Hydraulic and Floodplain Study Report to reflect the
7 revised project limits resulting from the removal of Varner Road westerly of Jefferson Street from
8 the project.

9 **4.13 Archaeological Survey Report**

10 The existing Archaeological Survey Report (ASR) was attached to the Historic Property Survey
11 Report dated September 2007. Applied Earthworks, Inc will revise the existing ASR to reflect the
12 revised project limits resulting from the removal of Varner Road westerly of Jefferson Street from
13 the project. The revision to the project limits will result in the removal of one of the sites.

14
15 **4.14 Historic Property Survey Report**

16 The existing Historic Property Survey Report (HPSR) was prepared in compliance with Section
17 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, and its implementing
18 regulations, *Protection of Historic Properties*, 36 CFR 800. Applied Earthworks, Inc. will revise
19 the existing HPSR to reflect the revised project limits resulting from the removal of Varner Road
20 westerly of Jefferson Street from the project, including removal of one of the sites.

21
22 **4.15 Archaeological Evaluation Report**

23 During the summer of 2006, Applied Earthworks, Inc. conducted Phase II fieldwork at the two
24 Native American archaeological sites included in the previous project footprint. Phase II field and
25 laboratory research was designed to acquire information needed to evaluate the significance of
26 the sites and assess their eligibility for the National Register of Historic Places (NRHP). The
27 goals, objectives, methods, findings, and interpretations of the Phase II studies are presented in
28 the Archaeological Evaluation Report (AER). Applied Earthworks, Inc will revise the existing AER
29 to reflect the revised project limits resulting from the removal of Varner Road westerly of Jefferson

1 Street from the project. The revised project limits will result in the removal of one of the sites.

2
3 **4.16 Archaeological Finding of Effect**

4 FHWA determined that the undertaking will have an adverse effect on historic properties pursuant
5 to Stipulation X.C ("Finding of Adverse Effect") of the PA (FHWA et al. 2004). FHWA consulted
6 with the State Historic Preservation Officer (SHPO) regarding resolution of adverse effects in
7 accordance with Stipulation XI ("Resolution of Adverse Effects") of the PA (FHWA et al. 2004).
8 Applied Earthworks, Inc. will revise the existing Finding of Effect (FOE), and additional
9 consultation with FHWA and SHPO will be necessary.

10
11 **4.17 Archaeological Data Recovery Plan and Phase III Proposal**

12 The existing Data Recovery Plan and Phase III Proposal discussed the treatment of two Native
13 American archaeological sites and set forth measures that will need to be taken to resolve
14 adverse effects on the subject sites in compliance with Section 106 of the NHPA of 1966, as
15 amended, and its implementing regulations, 36 CFR 800. The revised project limits resulting in the
16 removal of Varner Road westerly of Jefferson Street from the project will result in the removal of
17 one of the sites. Subsequently, the approved Area of Potential Effects Map will be incorporated
18 into the revised Data Recovery Plan and Phase III proposal.

19
20 Applied Earthworks, Inc. will revise the Archaeological Data Recovery Plan and Phase III
21 Proposal based on revisions to the project. The revised Data Recovery Plan will set forth in detail
22 the proposed methods, project management, Native American consultation, and work products,
23 respectively, that comprise Phase III.A., in compliance with Section 106 of the NHPA of 1966, as
24 amended, and its implementing regulations, 36 CFR 800, and will serve as a Cultural Resources
25 Management Plan (CRMP) to guide compliance with relevant provisions of the California
26 Environmental Quality Act (CEQA) of 1970, as amended.

27
28 **4.18 Archaeological Memorandum of Agreement**

29 The existing Memorandum of Agreement (MoA) will need to be amended by Applied Earthworks,

1 Inc., to reflect changes in the project description and APE, and submitted to Caltrans/FHWA and
2 SHPO for signature. The MoA will need to be prepared based on the findings of the revised FOE
3 and AER. A MoA detailing the stipulations for mitigation that must be carried out to comply with
4 36 CFR 800 will accompany the FOE.

5
6 **4.19 Draft Initial Study /Environmental Assessment**

7 The existing Draft Initial Study/Environmental Assessment (IS/EA), previously approved by
8 Caltrans in September 2008, will need to be revised to reflect the revised project limits.
9 Additional analysis of potential impacts will be conducted as appropriate for all sections of the
10 document, and each section will be updated accordingly. Preparation of the Environmental
11 Document by URS will adhere to the current version of the IS/EA Annotated Outline provided on
12 Caltrans' SER. The first review will be done by the COUNTY. After revisions, the City and
13 Caltrans will review concurrently. Caltrans comments will be incorporated for each round of
14 review.

15
16 **4.20 Public Circulation of Draft Environmental Document**

17 Following Caltrans' approval of the administrative Draft Environmental Document (DED) (i.e.,
18 Draft IS/EA), the DED will be publicly circulated according to CEQA and Caltrans guidelines for
19 circulation of environmental documents. The public and pertinent agencies will be sufficiently
20 notified of circulation in compliance with applicable CEQA and Caltrans noticing requirements.

21
22 URS will prepare a Notice of Completion (NOC) for submittal to the State Clearinghouse (SCH);
23 15 copies of the DED will accompany the NOC submittal to the SCH. It is assumed that the
24 COUNTY will review the draft NOC before Caltrans reviews and approves the NOC. URS will
25 mail the NOC and 15 copies of the DED directly to the SCH.

26
27 URS will prepare the Notice of Intent (NOI) and Notice of Availability (NOA) advertising the
28 availability of the Draft Initial Study and EA, respectively, for public review; the COUNTY and
29 Caltrans will review the draft NOI/NOA before approval for distribution to the public and applicable

1 agencies. The COUNTY and City will coordinate to develop the DED distribution list. URS will
2 mail, via certified mail, no more than 50 copies of the DED, to be accompanied by the NOI/NOA,
3 to interested private/public parties. The COUNTY will post the NOI/NOA with the COUNTY Clerk
4 offices. The COUNTY will be responsible for any applicable DED filing fees.

5
6 **4.21 Public Information Meeting (Optional Task)**

7 Public information meetings were held on July 10, 2007, and October 16, 2008, to inform the
8 public about the project, as originally proposed. As a result of the revised project description, a
9 public information meeting may be conducted during the 30-day DED public review period to
10 gather input from the public. The ENGINEER and URS team will provide support to the COUNTY
11 in preparation of exhibits, handouts, and outreach, and will plan, prepare, and conduct the public
12 information meeting in accordance with Chapter 11, Article 7 of the Project Development
13 Procedure Manual.

14
15 The COUNTY will be responsible for advertising the public information meeting in the appropriate
16 newspaper(s) of general circulation. The meeting will be conducted in an open-house format. The
17 COUNTY will be responsible for securing the public meeting venue and administration of all
18 required paperwork and applicable fees to secure the meeting venue. It is envisioned that the
19 public information meeting will consist of various stations (e.g., project design/engineering, right-
20 of-way, environmental issues/process, etc.) informing the public regarding the proposed project
21 improvements. If a court reporter is needed, URS will procure the court reporter for the public
22 information meeting.

23
24 **4.22 Respond to Public Comments on Draft Environmental Document**

25 At the completion of public circulation of the DED and URS will coordinate to prepare responses
26 to comments received from the public and agencies on the DED. The draft responses to DED
27 comments will be provided to the COUNTY for review. Subsequent to the COUNTY's approval,
28 the responses to comments will be submitted to Caltrans and the City for review and approval.

29 All comments will be considered and responded to accordingly, and revisions will be made to the

1 draft FED (i.e. Final IS/EA) as necessary. The approved responses to comments will be
2 appended to the FED.

3
4 **4.23 Final Initial Study / Environmental Assessment**

5 Following approval of the responses to comments, the FED will be prepared for submittal to
6 Caltrans for approval. The FED will contain the approved responses to public/agency comments,
7 and will contain the resulting revisions, in the format specified by Caltrans.

8
9 **4.24 CEQA / NEPA Certification of the Final Environmental Document**

10 While there is no requirement to publicly circulate the Final MND/FONSI, Caltrans must send a
11 "Notice of Availability - FONSI" (NOA-FONSI) to the SCH (NEPA requirement), as well as a
12 Notice of Determination (NOD) (CEQA requirement). The NOD must be filed by a public agency
13 within 5 days after it approves or determines to carry out a project that is subject to the
14 requirements of CEQA. For Caltrans projects, the signing of the Project Report (or equivalent)
15 constitutes project approval. URS will prepare the NOA-FONSI and NOD for submittal to the
16 COUNTY and Caltrans for approval. URS will submit the NOA-FONSI and NOD to the SCH.

17
18 In addition, when filing the NOD with the SCH, Caltrans must submit proof of payment of an
19 environmental filing fee to the State Department of Fish and Game (DFG) if the document
20 identified any potential impacts on fish or wildlife resources (see Fish and Game Code Section
21 711.4). It is assumed that the COUNTY will provide all required filing fees associated with
22 submittal of the NOA-FONSI and NOD.

23
24 Filing the NOD starts a 30-calendar-day statute of limitations on court challenges to the project
25 approval under CEQA. The NOD, the NOA-FONSI, the payment of Fish and Game filing fee
26 (provided by the COUNTY), and a copy of the FED (for informational purposes) will be submitted
27 to the SCH by URS.
28
29

1 **4.25 Noise Barrier Survey Report**

2 LSA will prepare a Sound Wall Survey Report consistent with Caltrans District 8 requirements.
3 The report will state the purpose of the survey, summarize the survey distribution and public
4 outreach process, and provide the results of the sound wall survey. Prior to the preparation of the
5 report, coordination efforts with Caltrans, initial distribution of survey letters with a community
6 meeting, and follow-up survey letters and visits to residences lacking in participation will be
7 required.

8
9 **5.0 Preliminary Engineering/Project Report**

10 **5.1 Geometric Plans for Project Alternatives**

11 Geometric layout plans will be developed for three (3) revised build alternatives developed as part
12 of Task 3.0 in accordance with Caltrans Plans Preparation Manual and Project Development
13 Procedures Manual. Plans will show the developed geometrics, existing and proposed right-of-
14 way limits, grading, lane configurations, as well as any retaining wall locations. Lane, shoulder,
15 and right-of-way widths will be labeled. Comments received from the submittal of geometric plans
16 will be reviewed and incorporated as required for final approval. The plans will be updated and
17 revised for the Supplemental Draft Project Report and Final Project Report.

18
19 **5.2 Fact Sheets for Exception to Design Standards**

20 The revised geometric designs will be checked using Caltrans Design Information Bulletin
21 Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design
22 Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects).
23 The approved Fact Sheets shall be revised to document common reduced standard features
24 within the three (3) revised build alternatives. In addition, the Fact Sheets will be revised to reflect
25 the updated traffic and accident analysis data. The consideration of non-standard features shall
26 be closely coordinated with COUNTY staff to assure acceptability and compliance with state and
27 federal requirements. Fact Sheets shall be prepared in conformance with the Caltrans Project
28 Development Procedures Manual (PDPM) Chapter 21.

1 Exceptions to mandatory design standards will be prepared detailing nonstandard design
2 elements. Revisions will be made as appropriate and documented in the Mandatory Fact Sheets.
3 Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1.

4
5 Exceptions to advisory design standards will be prepared detailing nonstandard design elements.
6 Revisions will be made as appropriate and documented in the Advisory Fact Sheets. Advisory
7 Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3.

8
9 **5.3 Storm Water Data Report**

10 ENGINEER will revise the Storm Water Data Report based on the three (3) revised build
11 alternatives in conformance with current Caltrans requirements in the Caltrans Project Planning
12 and Design Guide (July 2010). The SWDR will be revised in accordance to guidelines set forth
13 for the PA / ED phase.

14
15 **5.4 Conceptual Stage Construction Plan**

16 ENGINEER will develop a construction staging / traffic handling concept for the revised Preferred
17 Alternative and include it the Final Project Report. A conceptual construction staging / traffic
18 handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic
19 handling. The construction staging and traffic handling concept shall identify detour concepts that
20 minimizes disruption and impacts to adjacent residents and businesses.

21
22 **5.5 Preliminary Transportation Management Plan**

23 ENGINEER will revise the Transportation Management Plan Data sheets for the three (3) revised
24 build alternatives to be included in the Supplemental Draft Project Report and Final Project
25 Report in accordance with Transportation Management Plan Guidelines, May 2004.

26 **5.6 Right of Way Mapping**

27 ENGINEER will revise the right of way mapping consisting of a compilation of electronic file
28 information showing the project boundary based on revised property lines due to construction of
29 Varner Road westerly of Jefferson Street by the City as compiled from maps and documents of

1 record, easements of record, and existing utilities based upon research. The legal descriptions
2 and exhibits for the Varner Road project will be provided by the City.

3
4 ENGINEER will identify and prepare Right of Way Requirement Exhibits for the three (3) revised
5 build alternatives as an attachment to the Supplemental Draft Project Report and Final Project
6 Report.

7
8 **5.7 Utility Assessment**

9 ENGINEER will identify proposed utility impacts associated with the three (3) revised build
10 alternatives developed as part of this project. Existing utilities shall be identified and revised on
11 the current utility exhibits. Notifications will be prepared to obtain the latest planned utilities within
12 the project limits. Existing utilities will be mapped using utility companies as-builts and
13 correspondence, and will be verified by visual inspection. This task will be performed in support
14 of updated Utility Information Sheets for attachment to the Right of Way Data Sheets.

15
16 **5.8 Right of Way Data Sheets**

17 ENGINEER will assess right-of-way impacts based on the three (3) revised build alternatives
18 developed in the Supplemental Draft Project Report. Right of Way Data will be prepared for three
19 (3) revised build alternatives in accordance with Caltrans standards and procedures, including
20 updated Utility Information Sheets. The COUNTY will provide acquisition cost estimates for the
21 Right of Way Data Sheets.

22
23 **5.9 Life Cycle Cost Analysis**

24 ENGINEER will update and revise the current approved Life Cycle Cost Analysis. ENGINEER
25 will utilize the current and updated Life Cycle Cost Analysis Procedures Manual, Project
26 Development Procedures Manual (PDPM) and the Highway Design Manual, (6th Edition) to
27 prepare and document life cycle costs for pavement. Four pavement alternatives will be analyzed
28 for the project Preferred Alternative. Each alternative will be analyzed using RealCost software
29 provided by Caltrans to determine the initial construction costs, project support costs, future

1 maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle costs.

2
3 **5.10 Preliminary Materials Report**

4 Earth Mechanics, Inc. (EMI) will revise the approved Preliminary Materials Memorandum and
5 prepare a Preliminary Materials Report (PMR) in accordance with current standards, including
6 addition of "Climate" and "Geology" sections per Caltrans requirements. The Report will provide
7 pavement structural section requirements for all the alternatives as well as corrosion potential of
8 on-site soils. The evaluation will be based on a review of existing subsurface data and will not
9 include field investigations, borings or testing. The primary source of geotechnical data will be
10 the Log of Test Borings sheets for the existing structure.

11
12 **5.11 Preliminary Geotechnical Design Report**

13 EMI will prepare a Preliminary Geotechnical Design Report (PGDR) documenting the site
14 geotechnical and geologic conditions. The report will address stability and settlement of proposed
15 roadway embankments. The evaluation will be based on a review of existing subsurface data and
16 will not include field investigations, borings or testing. The primary source of geotechnical data
17 will be the Log of Test Borings sheets for the existing structure.

18 **5.12 Structure Preliminary Geotechnical Design Report**

19 EMI will revise the Preliminary Foundation Report for the updated structures into a Structure
20 Preliminary Geotechnical Design Report (SPGDR) in support of the Structure Advance Planning
21 Study. The content and format of the SPGR will follow Caltrans Memo to Designers 1-35 dated
22 June 2008.

23
24 An idealized soil profile and design strength parameters for foundation analysis will be developed
25 based on existing subsurface data obtained from the existing structure. EMI will determine the
26 causative fault and distance between the causative fault and bridge site using the 1996 Caltrans
27 Seismic Hazard Map. The peak bedrock acceleration based on a maximum credible earthquake
28 event and the resulting ARS curve will be developed.

1 Using the soil profile and strength parameters, EMI will provide preliminary foundation type and
2 foundation design data for the new bridge. For pile foundations, EMI will estimate the required
3 pile length based on preliminary axial demands. For spread foundations, EMI will provide
4 allowable and ultimate bearing capacities, and soil resistance for lateral loading.

5
6 **5.13 Structure Advance Planning Study**

7 The Advance Planning Study (APS) will be updated using the revised bridge structure of the three
8 (3) revised build alternatives and SPGDR. Consideration will be given to span lengths, structure
9 depth, column locations and types of footing supports, falsework requirements, vertical and
10 horizontal clearance (ultimate and during construction), stage construction, railing types, including
11 temporary rails, approach slabs, slope paving, and other controls. To ensure that traffic handling
12 is given proper consideration in the early design stages, traffic handling and falsework
13 assumptions will be identified including falsework openings during construction.

14
15 The APS will be revised for the Mechanically Stabilized Earth (MSE) retaining wall adjacent to the
16 eastbound off-ramp. The wall layout and profile will require modifications due to the geometry of
17 the three (3) revised build alternatives.

18
19 **5.14 Preliminary Cost Estimates**

20 ENGINEER will revise the cost estimates for three (3) build alternatives to be analyzed in the
21 Project Report and shall be prepared based on the preliminary engineering plans and in
22 conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 20.

23
24 **5.15 Modified Access Report**

25 ENGINEER will revise and submit a Modified Access Report (MAR) for the proposed project in
26 accordance with FHWA policy regarding modified access to interstate highway facilities. The
27 MAR will be submitted to FHWA as a stand-alone report. The report will be revised based on the
28 three (3) revised build alternatives presented in the Supplemental Draft Project Report. This
29 report will be submitted independent of the Project Report for a Finding of Acceptability and Final

1 Approval after completion of the Final Project Report.

2
3 **5.16 Supplemental Draft Project Report**

4 ENGINEER will develop the Supplemental Draft Project Report (SDPR) documenting the
5 engineering evaluation of the three (3) revised build alternatives. The Draft SPDR shall be
6 submitted to Caltrans for Screencheck and subsequently for review and comment. Upon receipt
7 of comments from Caltrans, ENGINEER will work with the COUNTY to develop a response matrix
8 documenting the comments and response to each comment. The Final SDPR will be revised and
9 submitted to Caltrans for approval. The SPDR will be signed by a Registered Civil Engineer and
10 submitted to Caltrans for approval and signature.

11
12 **5.17 Update Right of Way Data Sheets**

13 The Right of Way Data sheets will be updated to be current within 12 months of completion of the
14 PA&ED phase. The COUNTY will provide acquisition cost estimates for the update Right of Way
15 Data Sheets.

16
17 **5.18 Final Project Report**

18 ENGINEER will document recommendation of the Preferred Alternative based on the public input
19 on the Draft Environmental Document and with concurrence by the PDT. Subsequently,
20 ENGINEER will prepare a Draft Final Project Report, which will incorporate the selected Preferred
21 Alternative. The report will include the development of the Preferred Alternative including public
22 and agency comments obtained during the public meetings and environmental review period.
23 The Draft Final PR shall be submitted to Caltrans for Screencheck and subsequently for review
24 and comment. Upon receipt of comments from Caltrans, ENGINEER will to develop a response
25 matrix documenting the comments and response to each comment. The Final PR will be revised
26 and submitted to Caltrans for approval. The Final PR will be signed by a Registered Civil
27 Engineer and submitted to Caltrans for approval and signature.

1 **6.0 Project Meetings**

2 A Project Development Team (PDT) including representatives from the COUNTY, Caltrans, City and
3 other relative agencies shall be established within fifteen days after Notice to Proceed.

4 PDT Meetings shall be held monthly to resolve issues and to apprise the affected agencies of the
5 progress of the PROJECT.

6 Additional meetings with affected parties shall be held to discuss issues pertinent to analysis, design, and
7 effects of the Project. During these meetings, the COUNTY and Caltrans may provide direction for
8 development of the PA&ED. ENGINEER will arrange meetings, provide discussion materials and
9 agendas, action items lists that is separate from meeting minutes, and develop and distribute meeting
10 minutes.

11 ENGINEER shall participate in meetings with the COUNTY and Caltrans as needed to discuss policy,
12 procedural and project specific issues. ENGINEER shall bring progress plans as appropriate and shall
13 provide aerial exhibits for the three (3) build alternatives.

14
15 **7.0 Project Scheduling**

16 ENGINEER shall submit a project schedule for PA&ED for review and approval by the COUNTY and
17 Caltrans. At the formal initiation of the PA&ED phase with Caltrans District 8, the schedule shall be
18 submitted to the Caltrans Project Manager and revised as necessary. ENGINEER will include the
19 following elements in the schedule:

- 20 • Work items and deliverables;
- 21 • Work items of agencies and other third parties that may affect or be affected by Consultant's
22 activities;
- 23 • The schedule shall include all data necessary to represent the total project;
- 24 • The order, sequence, and interdependence of significant work items shall be reflected on the
25 schedule

26 Once the project schedule is approved by the COUNTY and Caltrans, ENGINEER will set the baseline
27 schedule for the project. ENGINEER will continue to monitor and track all tasks and update the project
28 schedule accordingly. ENGINEER will prepare a 60 day outlook summary schedule for the monthly PDT
29 meetings. ENGINEER will prepare a detail deliverables log to track and monitor all submittals and

1 reviews of each of the deliverables within this scope of work.
2

3 **8.0 Project Management / Coordination**

4 Project Management and Coordination shall include the following elements of the work:

- 5 • Establish communication protocols and reporting assignments.
 - 6 • Supervise, coordinate, and monitor work for conformance with COUNTY, City, and Caltrans
7 standards and policies.
 - 8 • Management and oversight of all project team resources for successful project delivery.
 - 9 • Prepare, circulate and file correspondence and memos as appropriate.
 - 10 • Maintain project files in accordance with Caltrans Uniform Filing System.
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APPENDIX B • ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed by December 31, 2015, unless extended by supplemental agreement.

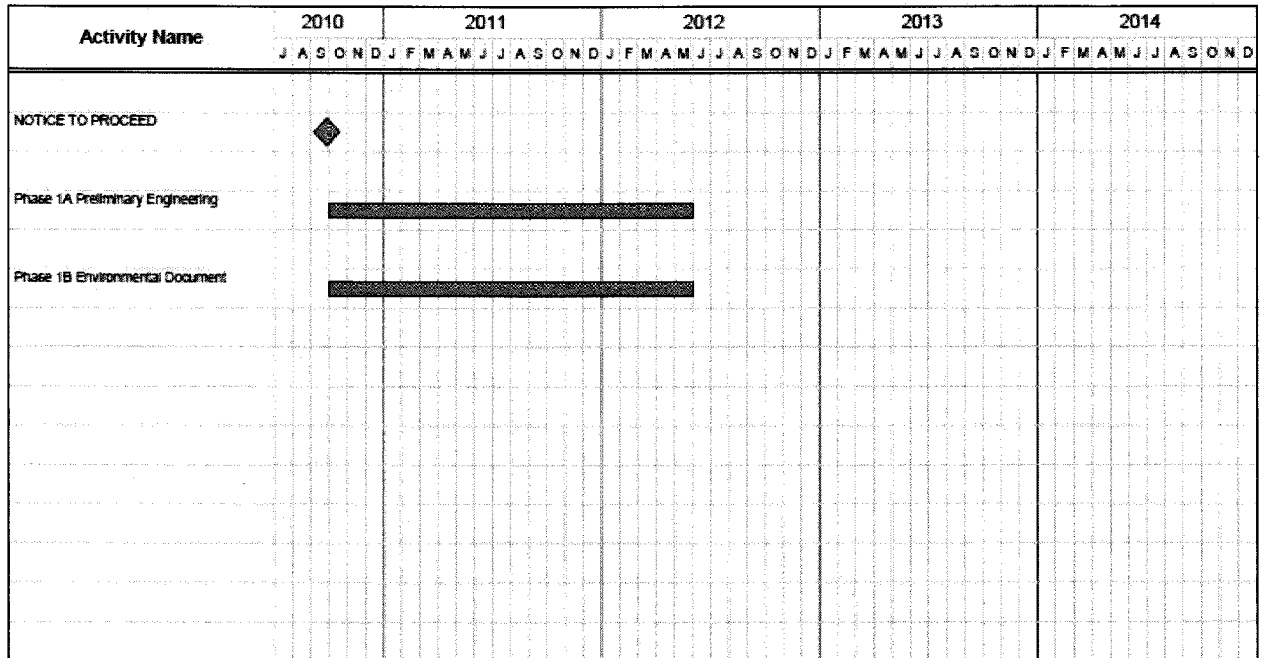
A. PHASES

The Schedule is divided into the following 2 phases:

- 1A. Preliminary Engineering/Project Report
- 1B. Environmental Document

B. GANTT CHART

A gantt chart is provided below that graphically illustrates the sequencing and completion time for the project phases.



Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work, exclusive of any fixed fee. A prorata portion of ENGINEER's fixed fee shall be included in the progress payments. Actual costs shall not exceed the estimated costs without prior written agreement between COUNTY and ENGINEER.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, FEES, OTHER DIRECT COSTS and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid in an amount equal to the Direct Salary Costs plus the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1. Direct Salary Costs

Direct Salary Costs are the base salaries and wages actually paid to the ENGINEER's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Fee Proposal Worksheets included in ARTICLE CV • COST PROPOSAL. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is the sum of the following components:

PAYROLL ADDITIVES..... 55.40 %

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS..... 134.60 %

The decimal ratio of allowable Overhead Costs to ENGINEER firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

TOTAL MULTIPLIER..... 190.00 %

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the ENGINEER is \$41,806 (PRIME CONSULTANT Profit)
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

C. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit
Milage	\$0.50	Mile
Reproduction	\$25,000	Force Account/Actual Cost
Postage/Mailaing	\$2,500	Force Account/Actual Cost

Travel by air and travel in excess of 100 miles from ENGINEER's office nearest to COUNTY's office must have COUNTY's prior written approval to be reimbursed under this Agreement.

D. OUTSIDE SERVICES

Outside services shall be paid in accordance with the cost proposals submitted by each Subconsultant. Billings for Outside Services shall be submitted along with the Prime Consultant's monthly Progress Report/Billing submittals and shall be in conformance with the COUNTY Engineering Services Invoicing Procedures.

ARTICLE CII • DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given below and are subject to the following:

A. PREMIUM OVERTIME

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

B. SALARY RATES

Direct Salary Rates shown herein are in effect for the duration of the Agreement. In the event ENGINEER desires to adjust the rates as shown; ENGINEER shall notify COUNTY in writing requesting a change. All adjustments to the rates shall be subject to approval by the County Director of Transportation, or his designee.

POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

Principal	\$80.05	hour
Project Manager (PM)	\$59.14	hour
Engineering Manager	\$50.01	hour
Structures Engineer	\$65.39	hour
Technical Manager (Traffic)	\$73.56	hour
Senior Engineer	\$49.52	hour
Technical Manager (Environmental)	\$51.93	hour
Project Engineer	\$49.52	hour
Design Engineer	\$43.53	hour
Designer	\$38.87	hour
Environmental Specialist	\$44.85	hour
Planner	\$36.40	hour

The above rates are for ENGINEER only. All rates for subconsultants to ENGINEER will be in accordance with the cost proposal.

ARTICLE CIII • INVOICING

ENGINEER shall submit invoices in accordance with the Engineering Services Agreement ARTICLE VI • COMPENSATION and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the County Contract Administrator.

2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in Appendix B, Schedule of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.
3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
4. Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice and shall state the DBE goals as a percentage of Total Agreement Value.
5. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

ARTICLE CIV • PAYMENT

Progress payments shall be made in accordance with the Engineering Services, Agreement ARTICLE VI • COMPENSATIONS.

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed \$951,658.60 including a \$125,000 contingency. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above or the rates provided in the attached Fee Proposal Worksheets below. Written approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.

	PHASE IA	PHASE IB	PHASE II	PHASE III	PHASE IV	TOTALS
RBF Consulting	\$398,606.53	\$133,014.93				\$531,621.46
POWER Engineers		\$180,592.93				\$180,592.93
LSA Associates, Inc.		\$34,445.66				\$34,445.66
Earth Mechanics, Inc.	\$15,834.90					\$15,834.90
Applied Earthworks		\$39,669.40				\$39,669.40
Bonterra		\$24,494.24				\$24,494.24
Contingency			\$125,000.00			\$125,000.00
TOTALS	\$414,441.43	\$412,217.17	\$125,000.00			\$951,658.60

Phase IA: Preliminary Engineering/Project Report
Phase IB: Environmental Document
Phase II: Contingency
Phase III:
Phase IV:

COMPANY: RBF Consulting		SCOPE OF WORK Project Summary		DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)				MILESTONE/PHASE/PROJECT SUMMARY: All Phases	
DIRECT LABOR					
I	FUNCTION	HOURS	RATE	AMOUNT	
Steve Huff	Principal	28 @	\$80.05	\$2,241.40	
Brad Donais	Proj Man	146 @	\$59.14	\$8,634.44	
Tim Haile	Eng Man	244 @	\$50.01	\$12,202.44	
Romeo Firme	Struct Eng	88 @	\$65.39	\$5,754.32	
Carlos Ortiz	Tech Man	24 @	\$73.56	\$1,765.44	
Paul Martin	Sr Eng	96 @	\$49.52	\$4,753.92	
Lorraine Ahlquist	Tech Man	23 @	\$51.93	\$1,194.39	
Eddie Torres	Sr Plnr	24 @	\$47.12	\$1,130.88	
Cathy Johnson	Sr Plnr	18 @	\$43.03	\$774.54	
Richard Beck	Sr Plnr	18 @	\$49.04	\$882.72	
	Proj Engr	436 @	\$49.52	\$21,590.72	
	Env Spec	204 @	\$44.85	\$9,149.40	
	Des Engr	1144 @	\$43.53	\$49,798.32	
	Designer	478 @	\$38.87	\$18,579.86	
	Planner	131 @	\$36.40	\$4,768.40	
Larry Truman	Lic Surv	16 @	\$58.66	\$938.56	
TOTAL HOURS		3118	TOTAL DIRECT LABOR		\$144,159.75
MULTIPLIERS					
ESCALATION @ (Rate)					
OVERHEAD @ 134.60% (of Total Direct Labor + Escalation) \$194,039.02					
PAYROLL ADDITIVES @ 55.40% (of Total Direct Labor + Escalation) \$79,864.50					
TOTAL MULTIPLIERS					\$273,903.53
OTHER DIRECT EXPENSES *** Billed at Actual Cost ***					
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Reprographics	2	@	\$25,000.00	\$50,000.00	
Postage / Mailing	2	@	\$2,500.00	\$5,000.00	
Mileage	4000	Mileage @	\$0.50	\$2,000.00	
TOTAL OTHER DIRECT EXPENSES					\$57,000.00
OUTSIDE SERVICES (w/o fee)					
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL	
POWER Engineers	\$54,723.00	\$97,406.94	\$13,250.00	\$165,379.94	
LSA Associates, Inc.	\$10,043.53	\$16,837.98	\$4,876.00	\$31,757.51	
Earth Mechanics, Inc.	\$5,420.55	\$8,943.91	\$34.00	\$14,398.46	
Applied Earthworks	\$15,573.30	\$19,762.52	\$800.00	\$36,135.82	
Bonterra	\$7,547.74	\$13,902.94	\$898.50	\$22,349.18	
TOTAL OUTSIDE SERVICES					\$270,020.90
FEES					
OUTSIDE SERVICES ADMIN FEE @ 005.00% (of Total Outside Services & Outside Services Fees) \$14,751.86					
RBF CONSULTING @ 010.00% (of Total Direct Labor + Total Multipliers) \$41,806.33					
OUTSIDE SERVICES @ 010.00% (of Total Labor + Total Multiplier for Outside Services) \$25,016.24					
TOTAL FEES					\$81,574.42
TOTAL COST					\$826,658.60

COMPANY: RBF Consulting	SCOPE OF WORK Preliminary Engineering/Project Report	DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)		MILESTONE/PHASE/PROJECT SUMMARY: Phase IA	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Steve Huff	Principal	24	@	\$80.05	\$1,921.20
Brad Donais	Proj Man	116	@	\$59.14	\$6,860.24
Tim Haile	Eng Man	168	@	\$50.01	\$8,401.68
Romeo Firme	Struct Eng	88	@	\$65.39	\$5,754.32
Carlos Ortiz	Tech Man	24	@	\$73.56	\$1,765.44
Paul Martin	Sr Eng	96	@	\$49.52	\$4,753.92
Lorraine Ahlquist	Tech Man			\$51.93	
Eddie Torres	Sr Plnr			\$47.12	
Cathy Johnson	Sr Plnr			\$43.03	
Richard Beck	Sr Plnr			\$49.04	
	Proj Engr	424	@	\$49.52	\$20,996.48
	Env Spec			\$44.85	
	Des Engr	1070	@	\$43.53	\$46,577.10
	Designer	454	@	\$38.87	\$17,646.98
	Planner			\$36.40	
Larry Truman	Lic Surv	16	@	\$58.66	\$938.56
TOTAL HOURS		2480		TOTAL DIRECT LABOR	\$115,615.92

MULTIPLIERS

ESCALATION @	(Rate)	
OVERHEAD @	134.60% (of Total Direct Labor + Escalation)	\$155,619.03
PAYROLL ADDITIVES @	55.40% (of Total Direct Labor + Escalation)	\$64,051.22
TOTAL MULTIPLIERS		\$219,670.25

OTHER DIRECT EXPENSES *** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reprographics	1	@	\$25,000.00	\$25,000.00
Postage / Mailing	1	@	\$2,500.00	\$2,500.00
Mileage	3000	Mileage @	\$0.50	\$1,500.00
TOTAL OTHER DIRECT EXPENSES				\$29,000.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
POWER Engineers LSA Associates, Inc. Earth Mechanics, Inc. Applied Earthworks Bonterra	\$5,420.55	\$8,943.91	\$34.00	\$14,398.46
TOTAL OUTSIDE SERVICES				\$14,398.46

FEES

OUTSIDE SERVICES ADMIN FEE @	5.00% (of Total Outside Services & Outside Services Fees)	\$791.75
RBF CONSULTING @	10.00% (of Total Direct Labor + Total Multipliers)	\$33,528.62
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)	\$1,436.45
TOTAL FEES		\$35,756.81
TOTAL COST		\$414,441.43

COMPANY: RBF Consulting		SCOPE OF WORK Environmental Document		DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)				MILESTONE/PHASE/PROJECT SUMMARY: Phase IB	
DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT	
Steve Huff	Principal	4	@ \$80.05	\$320.20	
Brad Donais	Proj Man	30	@ \$59.14	\$1,774.20	
Tim Haile	Eng Man	76	@ \$60.01	\$3,800.76	
Romeo Firme	Struct Eng		\$65.39		
Carlos Ortiz	Tech Man		\$73.56		
Paul Martin	Sr Eng		\$49.52		
Lorraine Ahlquist	Tech Man	23	@ \$51.93	\$1,194.39	
Eddie Torres	Sr Plnr	24	@ \$47.12	\$1,130.88	
Cathy Johnson	Sr Plnr	18	@ \$43.03	\$774.54	
Richard Beck	Sr Plnr	18	@ \$49.04	\$882.72	
	Proj Engr	12	@ \$49.52	\$594.24	
	Env Spec	204	@ \$44.85	\$9,149.40	
	Des Engr	74	@ \$43.53	\$3,221.22	
	Designer	24	@ \$38.87	\$932.88	
	Planner	131	@ \$36.40	\$4,768.40	
Larry Truman	Lic Surv		\$58.66		
TOTAL HOURS		638	TOTAL DIRECT LABOR		\$28,543.83
MULTIPLIERS					
ESCALATION @ (Rate)					
OVERHEAD @ 134.60% (of Total Direct Labor + Escalation) \$38,420.00					
PAYROLL ADDITIVES @ 55.40% (of Total Direct Labor + Escalation) \$15,813.28					
TOTAL MULTIPLIERS					\$54,233.28
OTHER DIRECT EXPENSES *** Billed at Actual Cost ***					
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Reprographics	1	@	\$25,000.00	\$25,000.00	
Postage / Mailing	1	@	\$2,500.00	\$2,500.00	
Mileage	1000	Mileage @	\$0.50	\$500.00	
TOTAL OTHER DIRECT EXPENSES					\$28,000.00
OUTSIDE SERVICES (w/o fee)					
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL	
POWER Engineers	\$54,723.00	\$97,406.94	\$13,250.00	\$165,379.94	
LSA Associates, Inc.	\$10,043.53	\$16,837.98	\$4,876.00	\$31,757.51	
Earth Mechanics, Inc.					
Applied Earthworks	\$15,573.30	\$19,762.52	\$800.00	\$36,135.82	
Bonterra	\$7,547.74	\$13,902.94	\$898.50	\$22,349.18	
TOTAL OUTSIDE SERVICES					\$255,622.44
FEES					
OUTSIDE SERVICES ADMIN FEE @ 5.00% (of Total Outside Services & Outside Services Fees) \$13,960.11					
RBF CONSULTING @ 10.00% (of Total Direct Labor + Total Multipliers) \$8,277.71					
OUTSIDE SERVICES @ 10.00% (of Total Labor + Total Multiplier for Outside Services) \$23,579.79					
TOTAL FEES					\$45,817.62
TOTAL COST					\$412,217.17

COMPANY: POWER Engineers		SCOPE OF WORK Environmental		DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)				MILESTONE/PHASE/PROJECT SUMMARY: All Phases	
DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
	Environmental Manager	493	@	\$60.25	\$29,703.25
Steve Linhart	Senior Planner	116	@	\$39.00	\$4,524.00
Karen Cadavona	Environmental Planner	394	@	\$34.75	\$13,691.50
Stephanie Bennett	Public Outreach	40	@	\$38.50	\$1,540.00
Leon Reed	Project Admin.	50	@	\$21.75	\$1,087.50
Stephen Streetman	GIS/ Graphics	54	@	\$32.50	\$1,755.00
Saadia Byram	Word Processor	69	@	\$21.25	\$1,466.25
Lena Garcia	Clerical	49	@	\$19.50	\$955.50
		TOTAL HOURS		1265	TOTAL DIRECT LABOR
					\$54,723.00
MULTIPLIERS					
ESCALATION @		(Rate)			
OVERHEAD @		178.00% (of Total Direct Labor + Escalation)		\$97,406.94	
PAYROLL ADDITIVES @		(of Total Direct Labor + Escalation)			
TOTAL MULTIPLIERS					\$97,406.94
OTHER DIRECT EXPENSES *** Billed at Actual Cost ***					
ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reprographics	1	@		\$10,500.00	\$10,500.00
Postage / Mailing	1	@		\$750.00	\$750.00
Mileage	1	@		\$1,000.00	\$1,000.00
TOTAL OTHER DIRECT EXPENSES					\$12,250.00
OUTSIDE SERVICES (w/o fee)					
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL	
Court Reporter			\$1,000.00	\$1,000.00	
TOTAL OUTSIDE SERVICES					\$1,000.00
FEES					
OUTSIDE SERVICES ADMIN FEE @		(of Total Outside Services & Outside Services Fees)			
POWER ENGINEERS @		10.00% (of Total Direct Labor + Total Multipliers)		\$15,212.99	
OUTSIDE SERVICES @		10.00% (of Total Labor + Total Multiplier for Outside Services)			
TOTAL FEES					\$15,212.99
TOTAL COST					\$180,592.93

COMPANY: LSA Associates, Inc.		SCOPE OF WORK Noise Reports		DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)				MILESTONE/PHASE/PROJECT SUMMARY: All Phases	
DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT	
Tony Chung	Principal	32	@ \$60.61	\$1,939.52	
Jason Lui	Senior Noise Specialist	126	@ \$29.61	\$3,730.86	
Teak Kim	Senior Noise Specialist	83	@ \$35.33	\$2,932.39	
	Editing/Word Processor	32	@ \$26.03	\$832.96	
	Graphics	2	@ \$30.16	\$60.32	
	GIS	4	@ \$28.96	\$115.84	
	Office Assistant	22	@ \$19.62	\$431.64	
TOTAL HOURS		301	TOTAL DIRECT LABOR		\$10,043.53
MULTIPLIERS					
ESCALATION @		(Rate)			
OVERHEAD @		78.98% (of Total Direct Labor + Escalation)		\$7,932.38	
PAYROLL ADDITIVES @		88.67% (of Total Direct Labor + Escalation)		\$8,905.60	
TOTAL MULTIPLIERS				\$16,837.98	
OTHER DIRECT EXPENSES *** Billed at Actual Cost ***					
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Postage	1	@	\$200.00	\$200.00	
Noise Study Report Production	24	@	\$103.00	\$2,472.00	
Noise Abatement Decision Report Production	24	@	\$70.00	\$1,680.00	
Noise Barrier Survey Report Production	18	@	\$18.00	\$324.00	
Mileage	400	@	\$0.50	\$200.00	
TOTAL OTHER DIRECT EXPENSES				\$4,876.00	
OUTSIDE SERVICES (w/o fee)					
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL	
TOTAL OUTSIDE SERVICES					
FEES					
OUTSIDE SERVICES ADMIN FEE @		(of Total Outside Services & Outside Services Fees)			
LSA ASSOCIATES, INC. @		10.00% (of Total Direct Labor + Total Multipliers)		\$2,688.15	
OUTSIDE SERVICES @		10.00% (of Total Labor + Total Multiplier for Outside Services)			
TOTAL FEES				\$2,688.15	
TOTAL COST				\$34,445.66	

COMPANY: Earth Mechanics, Inc.		SCOPE OF WORK Geotechnical Reports	DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)			MILESTONE/PHASE/PROJECT SUMMARY: All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Lino Cheang	Project Manager	12	@	\$73.00	\$876.00
Bruce Schell	Senior Geologist	12	@	\$46.25	\$555.00
Eric Brown	Senior Engineer	67	@	\$49.65	\$3,326.55
S. Pirathiviraj	Senior Staff Engineer	20	@	\$33.15	\$663.00
TOTAL HOURS		111		TOTAL DIRECT LABOR	\$5,420.55

MULTIPLIERS

ESCALATION @	(Rate)	
OVERHEAD @	165.00% (of Total Direct Labor + Escalation)	\$8,943.91
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)	
TOTAL MULTIPLIERS		\$8,943.91

OTHER DIRECT EXPENSES *** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Express Mail	1	@	\$34.00	\$34.00
TOTAL OTHER DIRECT EXPENSES				\$34.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
TOTAL OUTSIDE SERVICES				

FEES

OUTSIDE SERVICES ADMIN FEE @	10.00% (of Total Outside Services & Outside Services Fees)	
EARTH MECHANICS, INC. @	10.00% (of Total Direct Labor + Total Multipliers)	\$1,436.45
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)	
TOTAL FEES		\$1,436.45
TOTAL COST		\$15,834.90

COMPANY: Applied Earthworks		SCOPE OF WORK Cultural Reports - Section 106		DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)				MILESTONE/PHASE/PROJECT SUMMARY: All Phases	

DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS	@	RATE	AMOUNT
Michael Morratto	Sr. Archaeologist	165	@	\$61.30	\$10,114.50
Susan Rapp	Publications Manager	146	@	\$32.10	\$4,686.60
Michael Mirro	Graphics Specialist	26	@	\$29.70	\$772.20
TOTAL HOURS					337
TOTAL DIRECT LABOR					\$15,573.30

MULTIPLIERS		
ESCALATION @	(Rate)	
OVERHEAD @	112.10% (of Total Direct Labor + Escalation)	\$17,457.67
PAYROLL ADDITIVES @	14.80% (of Total Direct Labor + Escalation)	\$2,304.85
TOTAL MULTIPLIERS		\$19,762.52

OTHER DIRECT EXPENSES *** Billed at Actual Cost ***					
ITEM	QUANTITY	UNIT	@	UNIT COST	AMOUNT
Milage	1600	miles	@	\$0.50	\$800.00
TOTAL OTHER DIRECT EXPENSES					\$800.00

OUTSIDE SERVICES (w/o fee)					
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL	
TOTAL OUTSIDE SERVICES					

FEES		
OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)	
APPLIED EARTHWORKS @	10.00% (of Total Direct Labor + Total Multipliers)	\$3,533.58
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)	
TOTAL FEES		\$3,533.58
TOTAL COST		\$39,669.40

COMPANY: Bonterra	SCOPE OF WORK Biological Reports	DATE: 9/22/2010	REV: 1
PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)		MILESTONE/PHASE/PROJECT SUMMARY: All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Ann Johnston	Principal	16	@	\$68.00	\$1,088.00
Amber Oneal	Senior Project Manager	81	@	\$40.87	\$3,310.47
Johnnie Garcia	GIS Specialist	60	@	\$21.40	\$1,284.00
Julia Smith	Technical Editor	18	@	\$26.25	\$472.50
Sheryl Kristal	Word Processing	23	@	\$21.15	\$486.45
Angie Hernandez	Accounting	8	@	\$27.04	\$216.32
Allison Rudalevige	Biologist	30	@	\$23.00	\$690.00
TOTAL HOURS		236		TOTAL DIRECT LABOR	\$7,547.74

MULTIPLIERS

ESCALATION @	(Rate)	
OVERHEAD @	123.10% (of Total Direct Labor + Escalation)	\$9,291.27
PAYROLL ADDITIVES @	61.10% (of Total Direct Labor + Escalation)	\$4,611.67
TOTAL MULTIPLIERS		\$13,902.94

OTHER DIRECT EXPENSES *** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction/Delivery	6	each @	\$149.75	\$898.50
TOTAL OTHER DIRECT EXPENSES				\$898.50

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
TOTAL OUTSIDE SERVICES				

FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)	
BONTERRA @	10.00% (of Total Direct Labor + Total Multipliers)	\$2,145.07
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)	
TOTAL FEES		\$2,145.07
TOTAL COST		\$24,494.24

COMPANY: _____ SCOPE OF WORK _____

RBF Consulting

PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)

DATE: 9/22/2010 REVISION: 1

MILESTONE/PHASE/PROJECT SUMMARY: Project Summary

RBF Consulting Summary

TASK	Principal	Proj. Mgr.	Eng. Man.	Struct. Eng.	Tech. Man.	Sr. Eng.	Tech. Men.	Sr. Pwr.	Sr. Pwr.	Sr. Pwr.	Proj. Eng.	Env. Spec.	Des. Eng.	Designer	Planner	Lt. Barb.	TOTAL	
	\$90.05	\$59.14	\$50.01	\$65.39	\$75.56	\$49.52	\$51.93	\$47.12	\$43.03	\$49.04	\$49.52	\$44.85	\$43.53	\$38.97	\$36.40			
Phase IA Subtotal	24	116	168	88	24	96					424		1,070	454			16	2,480
Phase IB Subtotal	4	30	76				23	24	18	18	12	204	74	24	131			638
Phase II Subtotal																		
Phase III Subtotal																		
Phase IV Subtotal																		
Totals	28	146	244	88	24	96	23	24	18	18	436	204	1,144	478	131	16	3,118	

POWER Engineers Summary

Environmental Manager	Senior Planner	Environmental Planner	Public Outreach	Project Admin.	GIS/Graphics	Word Processor	Chief	TOTAL
\$80.25	\$39.00	\$34.75	\$38.50	\$21.75	\$32.50	\$21.25	\$19.50	
493	116	394	40	50	54	69	49	1,265

LSA Associates, Inc. Summary

Principal	Senior Notes Specialist	Senior Notes Specialist	Software Programmer	Graphics	GIS	Office Assistant	TOTAL
\$80.61	\$29.61	\$35.33	\$26.03	\$20.16	\$28.96	\$15.62	
32	126	83	32	2	4	22	301

Earth Mechanics, Inc. Summary

Project Manager	Senior Geologist	Senior Engineer	Senior Staff Engineer	TOTAL
\$73.00	\$46.25	\$49.65	\$33.15	
12	12	67	20	111

Applied Earthworks Summary

Sr. Archaeologist	Publications Manager	Graphics Specialist	TOTAL
\$61.30	\$32.10	\$29.70	
165	146	26	337

Bonterra Summary

Principal	Senior Project Manager	GIS Specialist	Technical Editor	Word Processing	Accounting	Biologist	TOTAL
\$68.00	\$40.87	\$21.40	\$26.25	\$21.15	\$27.04	\$23.00	
16	81	60	18	23	8	30	236

COMPANY:
RBF Consulting

SCOPE OF WORK
Preliminary Engineering/Project Report

DATE: 9/22/2010
REVISION: 1
MILESTONE/PHASE/PROJECT SUMMARY:
Phase IA

PROJECT:
I-10 at Jefferson Street Interchange Improvements (PA/ED)

TASK	Principal	Proj. Mgr.	Eng. Mgr.	Struct. Eng.	Team Mgr.	Sr. Eng.	Team Mgr.	Sr. Eng.	Sr. Eng.	Sr. Eng.	Sr. Eng.	Design	Review	Lib. Mgr.	TOTAL
	24	116	168	88	24	96	24	88	24	24	96	424	1,070	454	16
Total Manhours															2,480
1.0 Project Definition Scoping		12	12									12	20		56
2.0 Traffic Analysis Study			4			24						24	80	42	174
3.0 Geometric Alternative Development			8									40	120	80	248
5.0 Engineering															
5.1 Geometric Plans for Project Alternatives			4									24	80	100	208
5.2 Fact Sheets for Exceptions to Design Standards			4									32	80	40	156
5.3 Storm Water Data Report												24	76		100
5.4 Conceptual Stage Construction Plan					24							8	18	24	74
5.5 Preliminary Transportation Management Plan						24						8	24		56
5.6 Right of Way Mapping															40
5.7 Utility Assessment												8	16	16	40
5.8 Right of Way Data Sheets												2	8		10
5.9 Life Cycle Cost Analysis												20	80		100
5.10 Preliminary Materials Report												8			8
5.11 Preliminary Geotechnical Design Report												8			8
5.12 Structures Preliminary Geotechnical Design Report				8											8
5.13 Structures Advance Planning Study				80								28	140	40	288
5.14 Preliminary Cost Estimates			4									24	40		68
5.15 Modified Access Report			4									24	80	40	156
5.16 Supplemental Draft Project Report			4									24	80	40	156
5.17 Update Right of Way Data Sheets												2	4		6
5.18 Final Project Report			4									16	60	32	120
6.0 Project Meetings	8	40	40									40			128
7.0 Project Scheduling		8	8									16	40		72
8.0 Project Management and Coordination	16	56	72			24						32			200

COMPANY:
RBF Consulting

SCOPE OF WORK
Environmental Document

DATE: 9/22/2010
REVISION: 1
MILESTONE/PHASE/PROJECT SUMMARY:
Phase IB

PROJECT:
I-10 at Jefferson Street Interchange Improvements (PA/ED)

TASK	Total Manhours													TOTAL			
	4	30	76	76	23	24	18	18	12	204	74	24	131				
	Principal	Proj Mgr	Eng Mgr	Senior Eng	Tech Mgr	SE Eng	Tech Mgr	SE Eng	Tech Mgr	SE Eng	SE Eng	SE Eng	SE Eng	SE Eng	SE Eng	SE Eng	SE Eng
4.0 Environmental																	638
4.1 Task Management and Meetings	4	16		28													48
4.2 Revised Project Description / Purpose and Need		2							4								10
4.3 Area of Potential Effects Map (Not Included)																	
4.4 Natural Environment Study			2														6
4.5 Noise Impact Analysis			2														6
4.6 Noise Abatement Decision Report			2														18
4.7 Air Quality Assessment			4														118
4.8 Air Quality Conformity Assessment									16								28
4.9 Initial Site Assessment									4								82
4.10 Visual Impact Assessment																	73
4.11 Community Impact Assessment			4														40
4.12 Location Hydraulic and Floodplain Study Report																	
4.13 Archaeological Survey Report																	
4.14 Historical Property Survey Report																	
4.15 Archaeological Evaluation Report																	
4.16 Archaeological Finding of Effect																	
4.17 Archaeological Data Recovery Plan and Phase III Proposal																	
4.18 Archaeological Memorandum of Agreement																	
4.19 Draft Initial Study / Environmental Assessment		2	6														58
4.20 Public Circulation of Draft Environmental Document		2	6														8
4.21 Public Information Meeting (Optional Task)		4	4														68
4.22 Response to Public Comments on Draft Environmental Document																	28
4.23 Final Initial Study / Environmental Assessment		2	6														43
4.24 CEQA / NEPA Certification of Final Environmental Document		2	2														4

COMPANY: POWER Engineers
 PROJECT: I-10 at Jefferson Street Interchange Improvements (PA/ED)
 DATE: 9/22/2010
 REVISION: 1
 MILESTONE/PHASE/PROJECT SUMMARY: All Phases

TASK	SCOPE OF WORK Environmental											TOTAL	
	Environmental Manager	Senior Planner	Environmental Planner	Public Outreach	Project Admin	GIS Graphics	Model Preparation	Check	Check	Check	Check		
	493	116	394	40	50	54	69	49					1,265
4.1 Task Management and Meetings	157		15		40								212
4.2 Revised Project Description / Purpose and Need	18						2						20
4.4 Natural Environment Study	2												2
4.5 Noise Impact Analysis	2												2
4.6 Noise Abatement Decision Report	2												2
4.7 Air Quality Assessment	2												2
4.8 Air Quality Conformity Analysis	2												2
4.9 Initial Site Assessment	2												2
4.10 Visual Impact Assessment	2												2
4.11 Community Impact Assessment	4	116	20			16	8	4					168
4.12 Location Hydraulic and Floodplain Study Report	2												2
4.13 Archaeological Survey Report	2												2
4.14 Historic Property Survey Report	2												2
4.15 Archaeological Evaluation Report	2												2
4.16 Finding of Effect	1												1
4.17 Archaeological Data Recovery Plan and Phase III Proposal													
4.18 Memorandum of Agreement													
4.19 Draft Initial Study / Environmental Assessment	90		116		8	16	12	10					252
4.20 Public Circulation of Draft Environmental Document	24		72			8	8	8					120
4.21 Public Information Meeting (Optional Task)	36		48	40		10	5	4					143
4.22 Response to Public Comments on Draft Environmental Document	70		22				16	10					118
4.23 Final Initial Study / Environmental Assessment	55		65			4	16	8					148
4.24 CEQA / NEPA Certification of Final Environmental Document	16		36		2		2	5					61

COMPANY: LSA Associates, Inc.
 PROJECT: I-10 at Jefferson Street Interchange Improvements (PAVED)
 SCOPE OF WORK: Noise Reports
 DATE: 9/22/2010
 REVISION: 1
 MILESTONE/PHASE/PROJECT SUMMARY: All Phases

Task	Principal	Acoustic Specialist	Acoustic Specialist	Acoustic Specialist	Acoustic Specialist	Acoustic Specialist	Graphics	DB	Office Assistant	TOTAL
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	32	126	83	32	2	4	22			301
Total Manhours	32	126	83	32	2	4	22			301
4.5 Noise Impact Analysis	16	20	38	16	2	4	8			104
4.6 Noise Abatement Decision Report	10	12	25	16			8			71
4.25 Noise Barrier Survey	6	94	20				6			126

COMPANY:
 Bonterra

SCOPE OF WORK
 Biological Reports

DATE:
 9/22/2010

REVISION:
 1

MILESTONE/PHASE/PROJECT SUMMARY:
 All Phases

PROJECT:
 I-10 at Jefferson Street Interchange Improvements (PAVED)

Task	Principal	Senior Project Manager	GIS Specialist	Technical Editor	Word Processing	Accounting	Biologist	TOTAL
	16	81	60	18	23	8	30	236
Total Manhours								

4.4 Natural Environment Study	16	81	60	18	23	8	30	236
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