

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

936A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
November 23, 2010

**SUBJECT:** Engineering Services Agreement by and between Riverside County and Simon Wong Engineering to prepare a limited feasibility study for the Mission Boulevard Bridge at Santa Ana River.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the subject agreement, and;
2. Authorize the Chairman of the Board to execute the same.

**BACKGROUND:** The existing Mission Boulevard Bridge at Santa Ana River, which carries four lanes of traffic (two lanes in each direction), is on the eligible bridge list for seismic retrofitting under the Local Agency Seismic Safety Retrofit Program (LSSRP).

Juan C. Perez  
Director of Transportation

(Continued On Attached Pages)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 98,782	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

<b>SOURCE OF FUNDS:</b> W.O. No. B3-0528 - Federal HBP Seismic Retrofit Funds (88.53%), Measure A/Western (11.47%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
DATE 11/29/10  
BY: M. S. VICTOR  
MARSHAL VICTOR

Departmental Concurrence

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

Prev. Agn. Ref.

District: 2

Agenda Number:

**3.57**

The Honorable Board of Supervisors

RE: Engineering Services Agreement by and between Riverside County and Simon Wong Engineering to prepare a limited feasibility study for the Mission Boulevard Bridge at Santa Ana River.

November 23, 2010

Page 2

The project is programmed to receive federal Highway Bridge Program (HBP) funds. It also qualifies for matching State Seismic Bond (Prop.1B) funds. Considering the recent modifications to the seismic design procedures and liquefaction mitigation process, Caltrans requires that a Final Strategy Report be developed to support and to document a seismic retrofitting alternative versus an in-kind bridge replacement, in justification of the matching State Seismic Bond (Prop.1B) funds.

The County distributed a Request for Proposals to select a consultant for providing engineering services to identify the final retrofit strategy for the Mission Boulevard Bridge. Simon Wong Engineering was selected as the highest ranked firm to provide the necessary environmental and engineering services. A fee of \$98,782 has been negotiated for the required services in this first phase of the project.

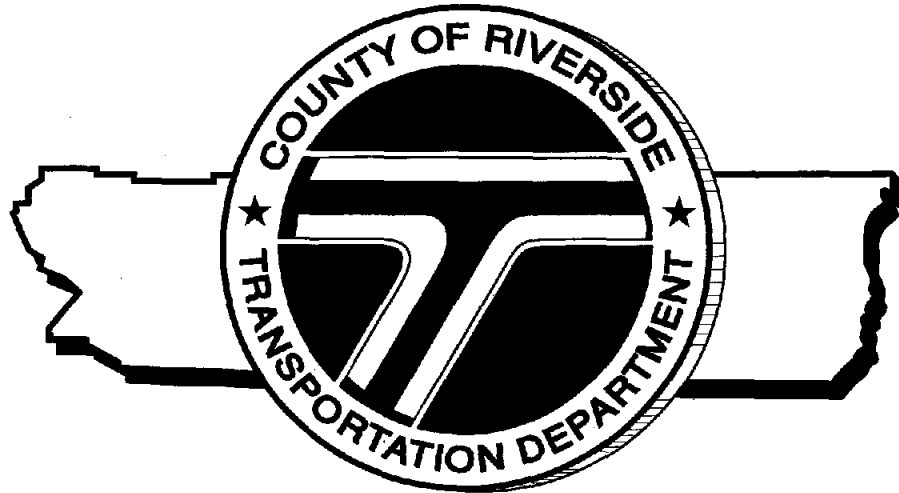
W.O. No. B3-0528

434

Contract No. 10-11-002

Riverside Co. Transportation

# ENGINEERING SERVICES AGREEMENT



for

**Mission Boulevard Bridge Project**

between

**COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT**

and

**Simon Wong Engineering**

# Table of Contents

<b>ARTICLE I • DESIGNATED CONTACTS</b> .....	<b>1</b>
<b>ARTICLE II • PROJECT DEFINITION</b> .....	<b>1</b>
<b>ARTICLE III • COOPERATIVE AGENCIES</b> .....	<b>1</b>
A. Lead Agency.....	1
B. Cooperative Agencies.....	1
C. COUNTY/AGENCIES Standards.....	2
<b>ARTICLE IV • CONDITIONS</b> .....	<b>2</b>
A. Notifications.....	2
B. Assignment.....	2
C. Subcontracts.....	2
D. Modifications.....	2
E. COUNTY Directives.....	3
F. Liability.....	3
G. Indemnification.....	3
H. Quality Control.....	4
I. Value Engineering.....	5
J. Extra Work.....	5
K. Disputes.....	5
L. Termination Without Cause.....	6
M. Termination for Lack of Performance.....	6
N. Insurance.....	7
O. Conflict of Interest.....	10
P. Legal Compliance.....	10
Q. Nondiscrimination.....	10
R. Labor Code and Prevailing Wages.....	11
S. Review and Inspection.....	12
T. Record Retention / Audits.....	12
U. Ownership of Data.....	13
V. Confidentiality of Data.....	13
W. Funding Requirements.....	13
<b>ARTICLE V • PERFORMANCE</b> .....	<b>14</b>
A. Performance Period.....	14
B. Time Extensions.....	14
C. Reporting Progress.....	15
D. Evaluation of ENGINEER.....	15
<b>ARTICLE VI • COMPENSATION</b> .....	<b>15</b>
A. Work Authorization.....	15
B. Basis of Compensation.....	15
C. Progress Payments.....	17
<b>ARTICLE VII • GIS Information</b> .....	<b>17</b>
<b>ARTICLE VIII • APPROVALS</b> .....	<b>20</b>
<b>APPENDICES</b>	
1. Scope of Services.....	A1
2. Schedule of Services.....	B1
3. Budget.....	C1

**ENGINEERING SERVICES AGREEMENT**

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Simon Wong Engineering, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	Simon Wong Engineering
3525 14 <sup>th</sup> Street	4100 Latham Street, Suite C
Riverside, CA 92502	Riverside, CA 92501

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:

James Frost, P.E.

The COUNTY PROJECT MANAGER for COUNTY shall be:

Tayfun Saglam, P.E.

**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)
- Riverside County Flood Control and Water Conservation District

- United States Army Corps of Engineers (USACE)

**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 or variation of the terms of this contract will be valid unless made in writing and signed by the parties

1 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the  
2 parties hereto.

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

5 **E. COUNTY Directives**

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

8 **F. Liability**

- 9 1. ENGINEER has total responsibility for the accuracy and completeness of all data, plans, specifications  
10 and estimates prepared for this PROJECT and shall check all such material accordingly. The data and  
11 plans will be reviewed by COUNTY. The responsibility for accuracy and completeness of such items  
12 remains solely that of ENGINEER.
- 13 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with  
14 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well  
15 organized, technically and grammatically correct, checked and having the preparer and checker  
16 identified. The minimum standard of appearance, organization and contents shall be of similar types  
17 produced by COUNTY and AGENCIES.
- 18 3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of  
19 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the  
20 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 21 4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are  
22 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were  
23 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work  
24 products if used on a different project without the written authorization or approval by ENGINEER.
- 25 5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY  
26 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY.
- 27 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this agreement, shall  
28 act in an independent capacity and not as officers, employees or agents of COUNTY.

29 **G. Indemnification**

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

24 **H. Quality Control**

25 ENGINEER shall implement and maintain the following quality control procedures during the preparation  
26 of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect  
27 during the entire time services are being performed under the contract. The plan shall establish a  
28 process whereby calculations are independently checked, plans checked, corrected and back-checked,  
29 and all job related correspondence and memoranda routed and received by affected persons and then



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

7 **I. Value Engineering**

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

18 **J. Extra Work**

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

28 **K. Disputes**

- 29 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the

1 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly  
2 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon  
3 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but  
4 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after  
5 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons  
6 therefore. Except for such protests or objections as are made of record in the manner specified and  
7 within the time stated herein, and except for such instances where the basis of a protest could not  
8 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER  
9 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY  
10 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and  
11 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

- 12 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual  
13 agreement may be settled by arbitration in accordance with the rules of the American Arbitration  
14 Association, provided that the parties mutually agree to submit to arbitration.
- 15 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and  
16 timely performance in accordance with the terms of the contract.

17 **L. Termination Without Cause**

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

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

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

6 **N. Insurance**

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

10 1. Workers' Compensation:

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

15 2. Commercial General Liability:

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

24 3. Vehicle Liability:

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

1 Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply  
2 separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name by  
3 endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective  
4 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as  
5 Additional Insureds.

6 4. Professional Liability:

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

18 5 General Insurance Provisions - All lines:

- 19 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of  
20 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements  
21 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a  
22 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one  
23 policy term.
- 24 b. The ENGINEER's insurance carrier(s) must declare its self-insured retentions. If such self-insured  
25 retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the  
26 County Risk Manager before the commencement of operations under this Agreement. Upon  
27 notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election  
28 of the County's Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such self-  
29 insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond which

1 guarantees payment of losses and related investigations, claims administration, defense costs and  
2 expenses.

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

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

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

29 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors

1 working under this Agreement.

2 **O. Conflict of Interest**

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

13 **P. Legal Compliance**

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

18 **Q. Nondiscrimination**

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

- 1 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions  
2 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of  
3 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to  
4 ascertain compliance with such Regulations, orders and instructions. Where any information required of  
5 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,  
6 ENGINEER shall so certify to COUNTY or the Federal Highway Administration as appropriate and shall  
7 set forth what efforts he has made to obtain the information.
- 8 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,  
9 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not  
10 limited to:
  - 11 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
  - 12 • Cancellation, termination, or suspension of the contract in whole or in part.
- 13 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all  
14 subcontracts to perform work under this contract.
- 15 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR  
16 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

- 18 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 19 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with  
20 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here  
21 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,  
22 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's  
23 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and  
24 subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties  
25 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are  
26 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that  
27 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes  
28 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor  
29 Code which require every employer to be insured against liability for worker's compensation or to

1 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such  
2 provisions before commencing the performance of the work of this contract.”

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

21 **S. Review and Inspection**

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

24 **T. Record Retention / Audits**

- 25 1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting  
26 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of  
27 administering the contract. All parties shall make such materials available at their respective offices at all  
28 reasonable times during the contract period and for three years from the date of final payment under the  
29 contract.



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

5 **U. Ownership of Data**

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

9 **V. Confidentiality of Data**

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

25 **W. Funding Requirements**

- 26 1. It is mutually understood between the parties that this contract may have been written before ascertaining  
27 the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties  
28 in order to avoid program and fiscal delays that would occur if the agreement were executed after that  
29 determination was made.

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

**ARTICLE V • PERFORMANCE**

**A. Performance Period**

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

**B. Time Extensions**

- 26       1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
- 27       control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
- 28       of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
- 29       notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain

1 the facts and the extent of the delay and grant an extension of time for the completion of the work when,  
2 in COUNTY's judgement, their findings of fact justify such an extension of time.

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

5 **C. Reporting Progress**

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

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

16 **D. Evaluation of ENGINEER**

17 ENGINEER's performance will be evaluated by COUNTY for future reference.  
18

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

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

23 **B. Basis of Compensation**

24 1. PROJECT services as provided under this agreement as described in the Scope of Services, shall be  
25 compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by  
26 reference. The total amount of the Contract is not to exceed \$98,782.42 and reimbursement is to be  
27 made at actual cost plus fixed fee for the following contractors:

- 28 • Simon Wong Engineering \$62,390.71
- 29 • Chang Consultants \$16,896.88

1	• Kleinfelder.	\$13,494.83
2	• Contingency	\$6,000.00

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

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

- 9 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER  
10 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or  
11 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring  
12 such costs.
- 13 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and  
14 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive  
15 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 16 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall  
17 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a  
18 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment  
19 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the  
20 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and  
21 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price  
22 obtainable at a public or private sale in accordance with established COUNTY procedures and credit  
23 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market  
24 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal  
25 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and  
26 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be  
27 approved in advance by COUNTY and AGENCIES.
- 28 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of  
29 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless

1 otherwise expressly so provided.

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

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

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

10 **C. Progress Payments**

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

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

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

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

22 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10  
23 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted  
24 from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved  
25 ENGINEER's plans, specifications and estimate.

26 **ARTICLE VII • GIS Information**

27 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any  
28 other information, data, or documentation from County GIS (regardless of medium or format) that is provided  
29 pursuant to this agreement.

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


Plane Coordinate System NAD 83.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 11/12/10

JUAN C. PEREZ  
Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 11/29/10

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

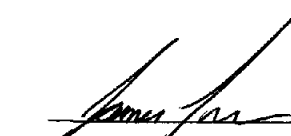
ENGINEER:

 Dated: 10-8-10

PRINTED NAME Mark Creveling

TITLE Vice President

ENGINEER:

 Dated: 10/8/10

PRINTED NAME James Frost

TITLE Secretary



APPENDIX A • ARTICLE AI • INTRODUCTION

**A. PROJECT DESCRIPTION**

ENGINEER will prepare a limited feasibility study for the Mission Boulevard Bridge to compare a seismic retrofit alternative to an in-kind bridge replacement. The study will be based on previous seismic analysis, strategy reports and geotechnical studies as provided by the County.

Over the past few years Caltrans has modified their seismic design procedures and ground motions and liquefaction mitigation process; however, a structural or geotechnical analysis will not be performed to confirm previous results. A conceptual structural retrofit solution will be developed assuming that the current bridge configuration is not adequate to resist seismically induced liquefaction and lateral spreading effects. The retrofit solution will include supplemental piling, underpinning, and superstructure support beams to protect against bridge collapse. The in-kind bridge replacement will include similar bridge length, width with precast or cast-in-place girder spans. The replacement alternative cost will be based on current bridge unit prices.

A preliminary hydraulic and scour analysis will be completed by ENGINEER for the retrofit solution to verify compatibility with the floodway design. Geotechnical consultation and preliminary foundation recommendations will be provided. The objective of the study is to provide data to support a decision to retrofit or replace the bridge.

**B. LOCATION**

The bridge is located on Mission Boulevard at Santa Ana River approximately 1.5 miles west of State Route 91 and one mile south of State Route 60 in Riverside County. A Vicinity Map is provided for the bridge site in Figure A1.

**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:

- State of California Department of Transportation (Caltrans)
- Riverside County Flood Control and Water Conservation District
- United States Army Corps of Engineers (USACE)

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

**D. PHASES**

The services performed by ENGINEER will be accomplished in one phase:

Phase I – Feasibility Study

Phase I will proceed upon written notice to proceed.

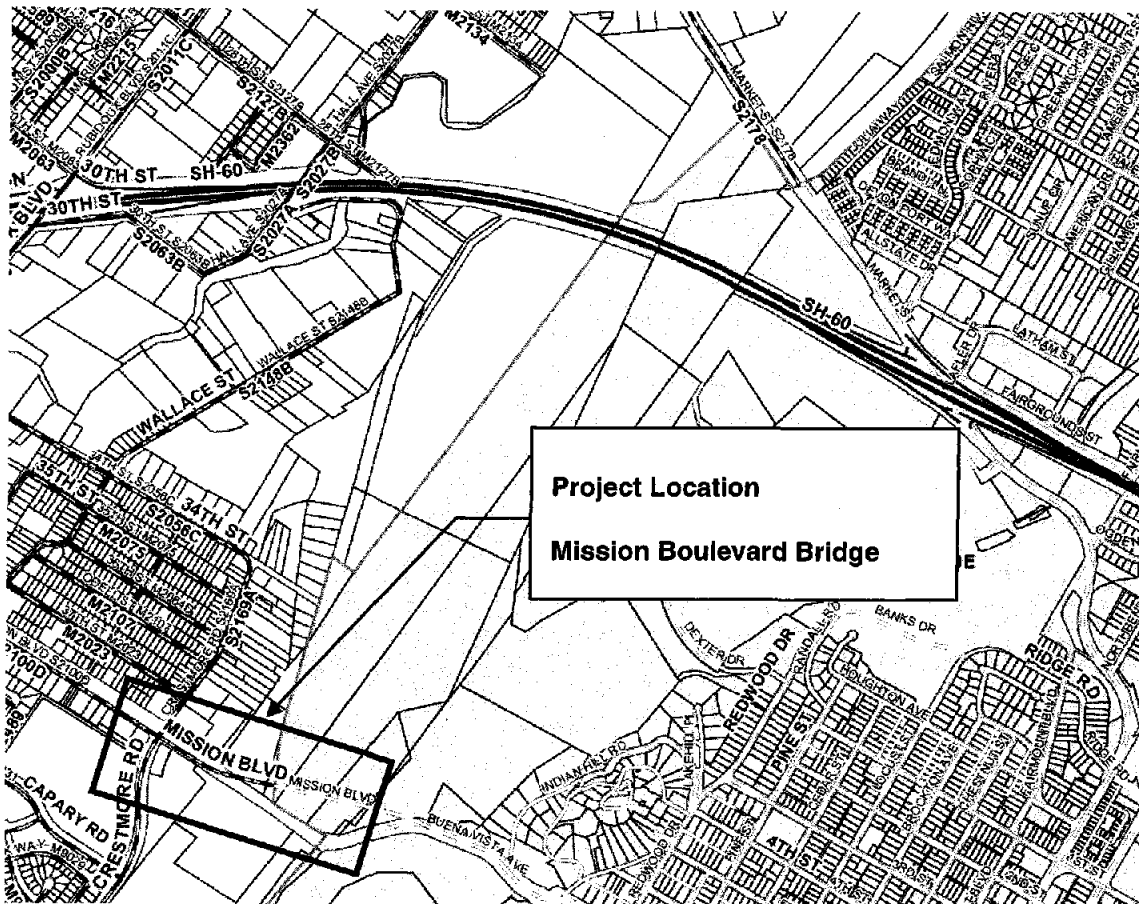


Figure A1 – Vicinity Map

**E. STANDARDS**

The "Feasibility / Final Strategy Study" report shall be prepared in general compliance with Caltrans regulations, policies, procedures, manuals and standards as appropriate including compliance with Federal Highway Administration (FHWA) requirements. Roadway design shall be in accordance with the current Caltrans Highway Design Manual and its revisions. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of Caltrans standards. All Documents shall be prepared using English standards and dimensions.

The Preliminary Foundation Report shall be prepared in general conformance with the current edition of the Caltrans "Guidelines for Structures Foundation Reports."

Project Files shall be indexed in accordance with Caltrans Project Development Uniform File System. Items 1

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

2 **F. KEY PERSONNEL**

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

7 Project Manager – James Frost

8 Senior Structural Engineer – Craig Shannon

9 **ARTICLE AII • PROJECT ADMINISTRATION**

10 **A. PROJECT MANAGEMENT**

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

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

20 **B. BUDGETING**

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

24 **C. COST ACCOUNTING**

25 The ENGINEER will prepare monthly reports of expenditures for the PROJECT by tasks and milestones.  
26 Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be  
27 included as supporting data for invoices presented to the COUNTY every month.

28 **D. SCHEDULING**

29 Within two weeks from the Notice to Proceed (NTP), the ENGINEER will provide a project schedule, which

1 indicates milestones, major activities and deliverables, to the COUNTY for review and comments. This  
2 schedule will reflect review times necessary by all of the agencies involved. Review of the schedule will occur  
3 at subsequent PDT meetings. Adjustments will be made, if necessary, due to changing circumstances.

4 **E. PROGRESS REPORTING**

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

7 **F. CONTRACT ADMINISTRATION**

8 The ENGINEER's Project Manager will maintain ongoing liaison with the COUNTY PROJECT MANAGER  
9 and AGENCY to promote effective coordination during the course of project development. Progress meetings  
10 with ENGINEER's staff, subconsultants and the COUNTY PROJECT MANAGER will be held regularly.  
11

12 **ARTICLE AIII • SERVICES TO BE PROVIDED**

- 13 1. ENGINEER will review prior seismic analysis, strategy reports, supporting geotechnical recommendations,  
14 and liquefaction analysis (as provided by the COUNTY).
- 15 2. ENGINEER will develop a Preliminary Foundation Report (PFR) in accordance with Caltrans requirements,  
16 with recommendations based on available data. No field investigation or subsurface exploration will be  
17 completed. The PFR will provide recommendations for structural foundation solutions to the liquefaction and  
18 lateral spreading hazard for both a retrofit and a replacement scenario. Considering the potential for scour  
19 and deposition of soils at the site, we anticipate that foundation retrofit by ground improvement will not be  
20 practical as a retrofit solution. If scour analysis results show otherwise, ground improvement may be  
21 considered as an additional retrofit strategy.
- 22 3. ENGINEER will develop a conceptual structural solution that may include supplemental piling, underpinning  
23 and superstructure support beams to protect against bridge collapse. This is based on the assumption that  
24 seismically induced liquefaction and lateral spreading will result in unacceptable bridge pier settlement and  
25 the loss of lateral stability for the current bridge configuration. One alternative may be a "super bent" support  
26 consisting of large diameter CIDH concrete piles with a prestressed bent cap below the existing girders. No  
27 new seismic analysis will be provided; however, the alternative should be technically feasible from a structural  
28 and hydraulic standpoint.  
29

- 1 4. ENGINEER will develop a bridge retrofit General Plan and conceptual details sheets accompanied by a  
2 General Plan Estimate.
- 3 5. ENGINEER will develop a replacement bridge General Plan with a General Plan Estimate.
- 4 6. ENGINEER will perform a preliminary hydraulics and scour analysis for the existing conditions, seismic  
5 retrofit, and replacement bridges. These results will be summarized in a memorandum comparing the  
6 existing conditions to proposed conditions for the 100-year water surface elevation, velocity, and scour depths  
7 (general, contraction and local). ENGINEER will also provide an opinion of whether the bridge should be  
8 considered "scour critical" (i.e. unstable for the calculated scour conditions).
- 9 7. ENGINEER will develop preliminary cost estimates for the retrofit and replacement alternatives.
- 10 8. ENGINEER will develop cost estimates for other modifications required to rehabilitate the bridge, remove it  
11 from the Eligible Bridge List and bring it to current standards.
- 12 9. ENGINEER will prepare a "Feasibility / Final Strategy Study" report summarizing the findings and  
13 recommendations.
- 14 10. ENGINEER will attend meetings (three meetings anticipated) with the County and Caltrans as required to  
15 discuss the report, findings, and address comments.

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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, 2012, unless extended by supplemental agreement.

**A. PHASES**

The schedule is based on one phase:

PHASE I: Feasibility Study

**B. SCHEDULE**

After receiving the Notice-to-Proceed (NTP) from COUNTY PROJECT MANAGER, ENGINEER will complete the Draft Feasibility/Final Strategy report in nine weeks. It is anticipated that the agency and client review will be completed within four weeks after the submittal of the draft report. Following the receipt of the review comments ENGINEER will resolve and implement the comments in two weeks and issue the Final Feasibility/Strategy report.

Within two weeks of the NTP, ENGINEER will schedule the first Project Development Team (PDT)/Project Kick-Off meeting. A second PDT meeting will be held within a month of the first meeting. It is assumed that a third meeting will be scheduled to resolve agency/client comments prior to finalizing the report. Considering the rather short duration of the phase, COUNTY PROJECT MANAGER may have informal progress meetings with the ENGINEERING PROJECT MANGER.

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

7 **APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION**

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

10 **A. DIRECT LABOR COSTS**

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

13 1. Direct Salary Costs

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

21 2. Multiplier

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

24 **PAYROLL ADDITIVES**

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

1 OVERHEAD COSTS

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

6 TOTAL MULTIPLIER..... 152.00 %

7 (Sum of Payroll Additives and Overhead Costs)

8 **B. FIXED FEE**

- 9 1. The Total Fixed Fee payable to the ENGINEER is \$5,634.34 (PRIME CONSULTANT Profit)
- 10 2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for  
11 services each month, and shall be included on each monthly invoice.

12 **C. OTHER DIRECT EXPENSES**

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

15 Rates for identified Additional Direct Costs are as follows:

16 Item	Rate	Unit
17 Mileage	\$0.50	Mile
18 Deliveries	\$23.00	Each
19 Miscellaneous	\$150.00	Force Account/Actual Cost

20  
21 Travel by air and travel in excess of 100 miles from ENGINEER's office nearest to COUNTY's office must  
22 have COUNTY's prior written approval to be reimbursed under this Agreement.

23 **D. OUTSIDE SERVICES**

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

28 **ARTICLE CII • DIRECT SALARY RATES**

29 Direct Salary Rates, which are the hourly rates to be used in determining Direct Salary Costs, are given below



1 and are subject to the following:

2 **A. PREMIUM OVERTIME**

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

6 **B. SALARY RATES**

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

11 **POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES**

12	Project Manager (PM)	\$67.50	hour
13	Senior Structural Engineer	\$50.65	hour
14	Assistant Engineer	\$30.80	hour
15	Senior Technician	\$52.94	hour
16	Administrative Support	\$29.39	hour
17	Principal Engineer	\$90.16	hour

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

20 **ARTICLE CIII • INVOICING**

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

- 23 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise  
24 agreed in writing by the County Contract Administrator.
- 25 2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in  
26 Appendix B, Schedule of Services, shall be listed separately. The charges for each individual  
27 assigned under this Agreement shall be listed separately.
- 28 3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by  
29 substantiating documentation such as invoices, telephone logs, etc.

1 4. Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a  
2 percentage of the total invoice and shall state the DBE goals as a percentage of Total Agreement  
3 Value.

4 5. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of  
5 the firm which reads as follows:

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

8 **ARTICLE CIV • PAYMENT**

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

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**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 \$98,782.42 including a \$6,000.00 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 I	PHASE II	PHASE III	PHASE IV	PHASE V	TOTALS
Simon Wong Engineering	\$62,390.71					\$62,390.71
Chang Consultants	\$16,896.88					\$16,896.88
Kleinfelder	\$13,494.83					\$13,494.83
Contingency	\$6,000.00					\$6,000.00
<b>TOTALS</b>	\$98,782.42					\$98,782.42

- Phase I:** Feasibility Study
- Phase II:**
- Phase III:**
- Phase IV:**
- Phase V:**

<b>COMPANY:</b> Simon Wong Engineering		<b>SCOPE OF WORK</b> Project Summary		<b>DATE:</b> 9/27/2010	<b>REV:</b> 1
<b>PROJECT:</b> Replacement of Mission Boulevard Bridge at Santa Ana River (Br. No. 56C-0071)				<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> All Phases	
<b>DIRECT LABOR</b>					
	<b>I</b>	<b>FUNCTION</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
	James Frost	Project Manager	95 @	\$67.50	\$6,412.50
	Craig Shannon	Senior Structural Engineer	166 @	\$50.65	\$8,407.90
	Colby Cushing	Assistant Engineer	135 @	\$30.80	\$4,158.00
	Ty Brittain	Senior Technician	56 @	\$52.94	\$2,964.64
	Robin McLinden	Admin Support	8 @	\$29.39	\$235.12
	Mark Creveling	Principal Engineer	2 @	\$90.16	\$180.32
<b>TOTAL HOURS</b>			462	<b>TOTAL DIRECT LABOR</b>	\$22,358.48
<b>MULTIPLIERS</b>					
<b>ESCALATION @</b>		(Rate)			
<b>OVERHEAD @</b>		152.00% (of Total Direct Labor + Escalation)		\$33,984.89	
<b>PAYROLL ADDITIVES @</b>		(of Total Direct Labor + Escalation)			
<b>TOTAL MULTIPLIERS</b>					\$33,984.89
<b>OTHER DIRECT EXPENSES</b> *** Billed at Actual Cost ***					
	<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
	Mileage	480	Miles @	\$0.50	\$240.00
	Deliveries	1	Each @	\$23.00	\$23.00
	Miscellaneous	1	FA @	\$150.00	\$150.00
<b>TOTAL OTHER DIRECT EXPENSES</b>					\$413.00
<b>OUTSIDE SERVICES (w/o fee)</b>					
	<b>COMPANY</b>	<b>LABOR</b>	<b>MULTIPLIER</b>	<b>EXPENSES</b>	<b>TOTAL</b>
	Chang Consultants	\$5,908.00	\$9,452.80		\$15,360.80
	Kleinfelder	\$4,243.23	\$8,024.80		\$12,268.03
<b>TOTAL OUTSIDE SERVICES</b>					\$27,628.83
<b>FEES</b>					
<b>OUTSIDE SERVICES ADMIN FEE @</b>		(of Total Outside Services & Outside Services Fees)			
<b>SIMON WONG ENGINEERING @</b>		010.00% (of Total Direct Labor + Total Multipliers)		\$5,634.34	
<b>OUTSIDE SERVICES @</b>		010.00% (of Total Labor + Total Multiplier for Outside Services)		\$2,762.88	
<b>TOTAL FEES</b>					\$8,397.22
<b>TOTAL COST</b>					\$92,782.42

<b>COMPANY:</b> Simon Wong Engineering		<b>SCOPE OF WORK</b> Feasibility Study		<b>DATE:</b> 9/27/2010		<b>REV:</b> 1	
<b>PROJECT:</b> Replacement of Mission Boulevard Bridge at Santa Ana River (Br. No. 56C-0071)				<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> Phase I			
<b>DIRECT LABOR</b>							
<b>PERSONNEL</b>	<b>FUNCTION</b>	<b>HOURS</b>		<b>RATE</b>		<b>AMOUNT</b>	
James Frost	Project Manager	95	@	\$67.50		\$6,412.50	
Craig Shannon	Senior Structural Engineer	166	@	\$50.65		\$8,407.90	
Colby Cushing	Assistant Engineer	135	@	\$30.80		\$4,158.00	
Ty Brittain	Senior Technician	56	@	\$52.94		\$2,964.64	
Robin McLinden	Admin Support	8	@	\$29.39		\$235.12	
Mark Creveling	Principal Engineer	2	@	\$90.16		\$180.32	
		<b>TOTAL HOURS</b>				<b>TOTAL DIRECT LABOR</b>	<b>\$22,358.48</b>
<b>MULTIPLIERS</b>							
<b>ESCALATION @</b>		(Rate)					
<b>OVERHEAD @</b>		152.00% (of Total Direct Labor + Escalation)					\$33,984.89
<b>PAYROLL ADDITIVES @</b>		(of Total Direct Labor + Escalation)					
						<b>TOTAL MULTIPLIERS</b>	<b>\$33,984.89</b>
<b>OTHER DIRECT EXPENSES      *** Billed at Actual Cost ***</b>							
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>		<b>UNIT COST</b>		<b>AMOUNT</b>	
Mileage	480	Miles	@	\$0.50		\$240.00	
Deliveries	1	Each	@	\$23.00		\$23.00	
Miscellaneous	1	FA	@	\$150.00		\$150.00	
						<b>TOTAL OTHER DIRECT EXPENSES</b>	<b>\$413.00</b>
<b>OUTSIDE SERVICES (w/o fee)</b>							
<b>COMPANY</b>	<b>LABOR</b>	<b>MULTIPLIER</b>	<b>EXPENSES</b>	<b>TOTAL</b>			
Chang Consultants	\$5,908.00	\$9,452.80		\$15,360.80			
Kleinfelder	\$4,243.23	\$8,024.80		\$12,268.03			
						<b>TOTAL OUTSIDE SERVICES</b>	<b>\$27,628.83</b>
<b>FEES</b>							
<b>OUTSIDE SERVICES ADMIN FEE @</b>		(of Total Outside Services & Outside Services Fees)					
<b>SIMON WONG ENGINEERING @</b>		10.00% (of Total Direct Labor + Total Multipliers)					\$5,634.34
<b>OUTSIDE SERVICES @</b>		10.00% (of Total Labor + Total Multiplier for Outside Services)					\$2,762.88
						<b>TOTAL FEES</b>	<b>\$8,397.22</b>
						<b>TOTAL COST</b>	<b>\$92,782.42</b>

<b>COMPANY:</b> Chang Consultants	<b>SCOPE OF WORK</b>	<b>DATE:</b> 9/27/2010	<b>REV:</b> 1
<b>PROJECT:</b> Replacement of Mission Boulevard Bridge at Santa Ana River (Br. No. 56C-0071)		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> All Phases	

**DIRECT LABOR**

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Howard Chang	Principal Engineer	4	@	\$59.50	\$238.00
Wayne Chang	Senior Engineer	120	@	\$47.25	\$5,670.00
		<b>TOTAL HOURS</b>			<b>\$5,908.00</b>
				<b>TOTAL DIRECT LABOR</b>	<b>\$5,908.00</b>

**MULTIPLIERS**

<b>ESCALATION @</b>	(Rate)	
<b>OVERHEAD @</b>	160.00% (of Total Direct Labor + Escalation)	\$9,452.80
<b>PAYROLL ADDITIVES @</b>	(of Total Direct Labor + Escalation)	
<b>TOTAL MULTIPLIERS</b>		<b>\$9,452.80</b>

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>TOTAL OTHER DIRECT EXPENSES</b>				

**OUTSIDE SERVICES (w/o fee)**

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
<b>TOTAL OUTSIDE SERVICES</b>				

**FEES**

<b>OUTSIDE SERVICES ADMIN FEE @</b>	(of Total Outside Services & Outside Services Fees)	
<b>CHANG CONSULTANTS @</b>	10.00% (of Total Direct Labor + Total Multipliers)	\$1,536.08
<b>OUTSIDE SERVICES @</b>	10.00% (of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		<b>\$1,536.08</b>
<b>TOTAL COST</b>		<b>\$16,896.88</b>

<b>COMPANY:</b> Kleinfelder	<b>SCOPE OF WORK</b>	<b>DATE:</b> 9/27/2010	<b>REV:</b> 1
<b>PROJECT:</b> Replacement of Mission Boulevard Bridge at Santa Ana River (Br. No. 56C-0071)		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> All Phases	

**DIRECT LABOR**

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
James Gingery	Principal Engineer/Technical Lead	27	@	\$59.13	\$1,596.51
Michael Cook	Senior Geologist	27	@	\$42.00	\$1,134.00
Richard Escandon	Principal Geologist/Reviewer	6	@	\$60.01	\$360.06
Madan Chirumalla	Project Engineer	31	@	\$31.46	\$975.26
Larry Hong	Staff Engineer I	4	@	\$28.85	\$115.40
Lindsay Gravett	Word Processing/Admin.	4	@	\$15.50	\$62.00
<b>TOTAL HOURS</b>		<b>99</b>		<b>TOTAL DIRECT LABOR</b>	<b>\$4,243.23</b>

**MULTIPLIERS**

<b>ESCALATION @</b>	(Rate)	
<b>OVERHEAD @</b>	136.83% (of Total Direct Labor + Escalation)	\$5,806.01
<b>PAYROLL ADDITIVES @</b>	52.29% (of Total Direct Labor + Escalation)	\$2,218.78
<b>TOTAL MULTIPLIERS</b>		<b>\$8,024.80</b>

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>TOTAL OTHER DIRECT EXPENSES</b>				

**OUTSIDE SERVICES (w/o fee)**

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
<b>TOTAL OUTSIDE SERVICES</b>				

**FEES**

<b>OUTSIDE SERVICES ADMIN FEE @</b>	(of Total Outside Services & Outside Services Fees)	
<b>KLEINFELDER @</b>	10.00% (of Total Direct Labor + Total Multipliers)	\$1,226.80
<b>OUTSIDE SERVICES @</b>	10.00% (of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		<b>\$1,226.80</b>
<b>TOTAL COST</b>		<b>\$13,494.83</b>

COMPANY: Simon Wong Engineering		SCOPE OF WORK Feasibility Study		DATE: 9/27/2010	REVISION: 1
PROJECT: Replacement of Mission Boulevard Bridge at Santa Ana River (Br. No. 56C-0071)					
MILESTONE/PHASE/PROJECT SUMMARY: Project Summary					

**Simon Wong Engineering Summary**

TASK	Project Manager	Senior Structural Engineer	Senior Engineer	Senior Technician	Junior Support	Professional Engineer	TOTAL
Phase 1 Subtotal	95	166	135	56	8	2	462
Phase 2 Subtotal							
Phase 3 Subtotal							
Phase 4 Subtotal							
Phase 5 Subtotal							
Totals	95	166	135	56	8	2	462

**Chang Consultants Summary**

Principal Engineer	Senior Engineer	TOTAL
4	120	124

**Kierfeldt Summary**

Principal Engineer/Team	Senior Geotechnical Engineer	Senior Geotechnical Engineer	Senior Engineer	Junior Engineer	Professional Engineer	TOTAL
27	27	6	31	4	4	99



**COMPANY:** Simon Wong Engineering  
**PROJECT:** Replacement of Mission Boulevard Bridge at Santa Ana River (Br. No. 56C-0071)

**SCOPE OF WORK:** Feasibility Study

**DATE:** 9/27/2010  
**REVISION:** 1  
**MILESTONE/PHASE/PROJECT SUMMARY:** Phase 1

Task	Project Meetings	Study Structure Preparation	Model Preparation	Public Outreach	Public Meetings	Public Displays	Public Hearings	Public Workshops	Other	Total
<b>Total Manhours</b>										
	95	166	135	56	8	2				462
<b>A. Research and Data Gathering</b>										
Obtain Updated Project Information	8	16								24
<b>B. Project Development Team</b>										
Monthly Meetings - (2)	18	18			8					44
<b>C. Preliminary Geotechnical Report</b>										
Prepare Draft Preliminary Geotechnical Report	2	4								6
<b>D. Planning Studies</b>										
Review HBP Documentation	4	4								8
Review Seismic Strategy	8	20				2				30
Develop Project Alternatives	20	40		16						76
Structures APS (2)	35	64	135	40						274



