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

841A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: January 15, 2012

SUBJECT: Engineering and Environmental Services contract between the County of Riverside and Kimley-Horn and Associates, Inc. for the I-10 Bypass Project between Hargrave Street, in the City of Banning and Apache Trail in the Cabazon area.

RECOMMENDED MOTION: That the Board approve the attached Engineering and Environmental Services contract between the County of Riverside and Kimley-Horn and Associates, Inc., and authorize the Chairman to execute the same.

BACKGROUND: The project proposes to create a new roadway parallel and south of Interstate 10 between Hargrave Street in the City of Banning and Apache Trail in the Cabazon area. This

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 2,321,744	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2011/2012

SOURCE OF FUNDS: Indian Gaming Special Distribution Fund (SDF) - $2,100,000, WRCOG TUMF Funds - $221,744

There are no Genral Funds used on this project

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 2/14/12

Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref. | **District:** 5/5 | **Agenda Number:** 3.60

Form 11 (Rev 07/2007)

alternate route will serve as a bypass to Interstate 10 and fill the missing link for local road connectivity through the Cabazon Pass area.

The bypass road is necessary to improve public safety and the ability to ensure travel through the area during an unforeseen freeway closure, and to provide an improved permanent regional road connection.

Several recent freeway incidents on this segment of the Interstate10 freeway have resulted in traffic delays of several hours each, including an incident in June 2005 that closed Interstate10 for 12 hours. This incident prompted the initiation of this bypass project. A stakeholder group was formed in 2007 to develop a plan to study the feasibility of alternate routes to Interstate 10 in an effort to circumvent a repeat of the 2005 incident. This stakeholder group consists of the County of Riverside, the City of Banning, the Morongo Band of Mission Indians, Caltrans, and the California Highway Patrol. The County of Riverside was designated as the lead agency for this project and worked with the stakeholders through the preliminary studies in evaluating various bypass alternatives. We are now ready to proceed to the design and environmental phases of project development.

A Request for Proposals was distributed for the Engineering and Environmental services for the Interstate 10 bypass project and 8 Engineering Consulting firms submitted proposals. Riverside County, Caltrans, the City of Banning, and the Morongo Band of Mission Indians participated in the interview and selection process. Interviews were completed and Kimley-Horn and Associates was selected as the most qualified team.

The Project scope of services, and fee have been negotiated by the County of Riverside Transportation Department and are provided as an attachment to the contract. A fee of $2,321,744, including contingencies, has been agreed upon to perform the tasks necessary to complete the Environmental Document, Preliminary Design and all necessary documentation to support final design.

The County applied for and received $2.1 million in Tribal Gaming Mitigation Grant Program Funding which will be used to fund the majority of the preliminary engineering and environmental work, with the remaining funding provided by WRCOG through the Pass TUMF Zone.

Project No. 7-0776

841A

Contract No. 12-02-003
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

I-10 By Pass Preliminary Engineering and Environmental Services

between

County of Riverside • Transportation Department

and

Kimley-Horn and Associates, Inc.

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APPENDICES

ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Kimley-Horn and Associates, Inc., hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

Kimley-Horn and Associates, Inc.
401 B Street, Suite 600
San Diego, CA 92101

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:

Dennis Landaal, PE

The COUNTY PROJECT MANAGER for COUNTY shall be:

John Marcinek, PE

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".

Caltrans, Federal Highway Administration (FHWA), California Highway Patrol (CHP), City of Banning,

Community of Cabazon, Morongo Tribe, Bureau of Indian Affairs (BIA), RCTC, and WRCOG

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.

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 contract 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 contract, 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

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

2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for minor modifications must be approved in writing by the Director of Transportation, or his designee, prior to implementing the change.
3. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

E. COUNTY Directives

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

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this contract.
2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by

COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on PROJECT.

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

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

5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.

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

G. Indemnification and Defense

1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ENGINEER is responsible, arising out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.

2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by

actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of ENGINEER.

3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent based or alleged to be based on any act or omission of ENGINEER arising out of or from the performance of services under this contract. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.
4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
5. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

H. Quality Control

ENGINEER shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the

quality control plan established for the work.

I. **V**alue Engineering

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

J. Extra **W**ork

1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY PROJECT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by reference.
3. An amendment to this contract providing for such compensation for Extra Work shall be COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

K. Disputes

1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons

therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

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

L. Termination Without Cause

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

M. Termination for Lack of Performance

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

COUNTY in a timely and successful manner.

N. Insurance

Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless, ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the ENGINEER has employees as defined by the State of California, the ENGINEER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ENGINEER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the

occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less then $1,000,000 per occurrence and $2,000,000 annual aggregate. If Engineer's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ENGINEER has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions -:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The ENGINEER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in

writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ENGINEER *shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ENGINEER has become inadequate.

6) ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

O. Conflict of Interest

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

P. Legal Compliance

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

Q. Nondiscrimination

1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment

and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

R. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with

Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at http://www.dir.ca.gov.

4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at http://www.access.gpo.gov/davisbacon. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors

shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

S. Review and Inspection

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

T. Record Retention / Audits

1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract or three years from project closeout, whichever is later.
2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of ENGINEER that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

U. Ownership of **D**ata

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

V. Confidentiality of **D**ata

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be protected by ENGINEER from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate the same on any other occasion.
3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,

Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by COUTY to attend a public hearing or respond to questions from a Legislative committee.

4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

W. Funding Requirements

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

ARTICLE V • PERFORMANCE

A. Performance Period

1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any

further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny ENGINEER it's civil legal remedies in the event of a dispute.

C. Reporting Progress

1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of ENGINEER

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

ARTICLE VI • COMPENSATION

A. Work Authorization

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

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed $2,321,743.86and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

• Kimley-Horn and Associates, Inc.	$1,195,291.24
• LSA Associates, Inc	$597,196.14
• Geocon Consultants, Inc.	$62,930.10
• Analytical Environmental Services	$102,742.89
• Galvin Preservation Associates, Inc	$9,978.38
• Simon Wong Engineering	$54,656.49
• KOA Corporation	$29,648.63
• Wiltec	$10,300.00
• The Tait Group, Inc.	$48,000.00
• Contingencies	$211,000.00

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

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

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

3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and

exceeding $500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to determine the allowability of individual items of cost.
7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

C. Progress Payments

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

2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.
3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER.
4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.
5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved ENGINEER's plans, specifications and estimate.

ARTICLE VII • GIS INFORMATION

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

B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.

D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY

GIS information.

E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by ENGINEER into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.

F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

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

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: 2/14/12

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

_____ Dated: 2/14/12

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: Kimley-Horn and Associates, Inc.

_____ Dated: 1/9/2012

Dennis J. Landaal, P.E.
PRINTED NAME

Sr. Vice President
TITLE

ENGINEER:

_____ Dated: 01/09/2012

MICHAEL S. ROSS
PRINTED NAME

ASSISTANT SECRETARY
TITLE

APPENDIX A - SCOPE OF SERVICES

ARTICLE AI • General Information/Requirements

A. *PROJECT DESCRIPTION*

Riverside County Transportation Department (RCTD) proposes to construct a new two or four lane road (Secondary Highway) which will provide a missing link between Hathaway Road and Morongo Trail (Apache Trail). The project may include improvements to existing roads in the City of Banning and the unincorporated County of Riverside. This new alignment will also provide an alternate route to Interstate 10 via I-10/Hargrave St interchange and I-10/Morongo Trail (Apache Trail), in case of an emergency or freeway shutdown and will include several low water crossings and/or bridges on Smith Creek and the San Gorgonio River.

The services to be performed under this agreement are preliminary engineering and environmental services necessary to obtain environmental approval for the proposed improvements. The project is funded in part with federal funds and therefore NEPA compliance will be required through Caltrans District 8 Office of Local Assistance. Under NEPA delegation Caltrans will be the lead agency for NEPA compliance. The County of Riverside will be the lead agency for CEQA compliance.

A conceptual engineering study has been conducted that identifies a couple of potential alignments south of the I-10 Freeway. ENGINEER shall verify all the information in the Alignment Exhibit and the Background sheet. The services to be performed for this agreement will not be restricted to the alternatives identified. ENGINEER will study alternatives as directed by COUNTY.

Environmental tasks to be performed include the preparation of a Preliminary Environmental Study (PES) Form, technical studies and the preparation of the environmental document. Engineering tasks to be performed include preparation of engineering plans providing horizontal and vertical geometry, analysis of area hydrology and recommendations for drainage facilities, evaluation of soil conditions and development of preliminary structural recommendations, preparation of bridge planning studies and preparation of preliminary cost estimates.

B. *LOCATION*

The project is located southeast of the City of Banning, east of the Banning Municipal Airport, in unincorporated County of Riverside and may cross Morongo Indian Tribal Land. The proposed project

is also located in close proximity to Smith Creek, the San Gorgonio River and a very large private sand and gravel pit. The area proposed for the new road is vacant land.

C. *COORDINATION*

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

- Federal Highway Administration (FHWA)
- California Highway Patrol (CHP)
- Caltrans
- Riverside County Departments
- City of Banning
- Community of Cabazon
- Morongo Tribe
- Bureau of Indian Affairs (BIA)
- Federal Aviation Administration (FAA)
- Utility Companies
- Regulatory Agencies including:
- U.S. Army Corps of Engineers (USACE)
- U.S. Fish and Wildlife Service (USFWS)
- California Department of Fish and Game (CDFG)
- Regional Water Quality Control Board (RWQCB)
- Riverside County Flood Control & Water Conservation District (RCFC & WCD),
- Federal Emergency Management Agency (FEMA)
- South Coast Air Quality Management District (AQMD)
- Western Riverside County Regional Conservation Authority (RCA)
- Coachella Valley Conservation Commission (CVCC)
- California State Historic Preservation Office (SHPO)
- US Department of Interior (USDOI)
- Utility companies

CALTRANS and other agencies may exercise review and approval function through the COUNTY PROJECT MANAGER at key points in the development process. CALTRANS review function will be primarily related to environmental deliverables. As a Caltrans Local Assistance project, technical

reviews are not anticipated to be performed by Caltrans Design. All contacts with CALTRANS and other agencies will be directed through COUNTY. Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein. The COUNTY PROJECT MANAGER will conduct these reviews, in addition to the monthly project status reports and meetings. All meetings with other 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 – Preliminary Engineering / Environmental Document / Project Report Equivalent.

Phase I will proceed upon written notice to proceed by the COUNTY.

E. STANDARDS

The preliminary plans / technical report, environmental document, shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate. The technical report prepared to support of the environmental document will be a Project Report Equivalent (PRE). This will generally follow the format for Caltrans Project Reports to the extent applicable for a new facility off of the state highway network. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY PROJECT MANAGER. ENGINEER will prepare fact sheets for COUNTY approval, documenting the exceptions to CALTRANS mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions. The Engineering documents will not be reviewed or under the purview of CALTRANS.

1. Environmental

   The procedures to be followed and the content of the environmental surveys, environmental technical reports and environmental documents are set forth in CALTRANS Project Development Procedures Manual (PDPM), CALTRANS Environmental Handbook, CALTRANS Transportation Laboratory technical manuals for environmental studies, FHWA's Technical Advisory T6640.8A and on CALTRANS Standard Environmental Reference (SER) at the CALTRANS website. Federal and State requirements for environmental analysis and impact assessment, as set forth

in the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other applicable Federal and State regulations, must be satisfied.

2. Preliminary Survey/Aerial Topographical Mapping

   All preliminary Surveys and aerial mapping shall be performed by COUNTY.

3. Design

   Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions and/or COUNTY Road Standards as appropriate. Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement.

4. Preliminary Plans

   Preliminary roadway plans shall be prepared electronically in conformance with the CALTRANS Plan Preparation Manual and the CALTRANS CADD User's Manual of Instructions. Preliminary roadway plans shall be prepared with MicroStation Version V8i. All Preliminary roadway plans shall be on single sheet files. Graphic files shall be two-dimensional and shall conform to the CALTRANS data format as defined in CALTRANS CADD User's Manual of Instructions. One set of roadway plans on bond and one electronic version on compact disc shall be provided with the final completed package. COUNTY Project Manager will provide the format to be used for Engineer's Estimate. This format shall be strictly adhered.

5. Geotechnical and Foundation Design Report

   The Geotechnical and Foundation Design Report shall be prepared in conformance with the current Edition of the State Manual of Test, California Test Method 130.

6. Project Files

   Project Files shall be indexed in accordance with CALTRANS Project Development Uniform File System. Items 1 through 5 are not all-inclusive but are intended only to illustrate types of sources.

F. KEY PERSONNEL

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT

MANAGER has been secured. The key personnel for performance of this PROJECT are:

Project Manager (RCE)	Dennis Landaal
Senior Roadway Engineer (RCE)	Darren Adrian
Environmental Team Leader	Lyn Calerdine
Traffic Engineer (RCE or RTE)	Jason Melchor
Registered Geotechnical Engineer	Yong Wang

G. *DELIVERABLES*

The primary deliverables listed below shall be submitted to the COUNTY by ENGINEER. All deliverables will be provided in hard copy format (as identified in the scope for each identified deliverable in this scope of work) unless otherwise noted in this scope of work and in electronic format.

- Project Management Plan
- Quality Control Plan
- Low water Crossing/Bridge Hydraulic Analysis
- Preliminary Drainage Report
- Water Quality Analysis Report (WQAR)
- Preliminary Geotechnical Design Report (PGDR)
- Preliminary Foundation Report (PFR)
- Traffic Methodology Memorandum
- Traffic Volume Forecast Development Report
- Alignment Screening Analysis Technical Memorandum
- Traffic Index Technical Memorandum
- Traffic Operations Analysis Report
- Concept Alternatives Layouts
- Presentation Exhibits of Alternatives
- Structural Advance Planning Study (APS)
- Preliminary Plans and Profiles of the Proposed Alternatives including Roadway Geometrics
- Preliminary Right-of-Way Requirement Maps

- Utility Notification Letters
- Design Exception Memorandum
- Project Report Equivalent (PRE)
- Value Analysis Report
- Geometric Approval Drawings (GADs)
- Preliminary Environmental Study (PES) Form
- NOP/Initial Study
- Noise Study Report
- Noise Abatement Decision Report (Optional)
- Air Quality Report
- Air Quality Conformity Analysis Report and Checklist
- Initial Site Assessment
- Location Hydraulic Study
- Floodplain Evaluation Report
- Natural Environment Study
- Jurisdictional Delineation Report
- Visual Impact Assessment
- Community Impact Assessment
- Relocation Impact Study (Optional)
- Archeological Survey Report
- Historic Property Survey Report
- Paleontological Investigation Report/Paleontological Evaluation Report
- Paleontological Mitigation Plan
- Draft EIR/EA
- Final EIR/FONSI
- Draft MND/FONSI
- County GPA Amendment Resolution

- Utility Potholing Report

ARTICLE AII • PROJECT ADMINISTRATION

A. *PROJECT MANAGEMENT*

This task includes the day-to-day management of the PROJECT. The ENGINEER shall conduct Project Development Team (PDT) meetings that may include a power point presentation. PDT meetings including an approved agenda with the COUNTY PROJECT MANAGER, the California Department of Transportation staff and other representatives from affected agencies will be held as needed but no more than once a month. The environmental team leaders and/or subconsultants will attend PDT meetings, as appropriate. The ENGINEER will prepare meeting minutes for each meeting and have these available for review at least two weeks prior to each succeeding meeting.

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

The ENGINEER will also compile and maintain a Risk Management Plan. This entails a matrix with items identified by the COUNTY, ENGINEER or other members of the PDT that present a level of risk associated with the project. The matrix will indicate an estimated risk level as agreed with the COUNTY. These items will be tracked monthly or as deemed necessary, and the plan will indicate a course of action needed to reduce or avoid risk.

B. *BUDGETING*

The ENGINEER will prepare budgets for each task and milestone for the PROJECT for the COUNTY's review and approval. Such budgets will be entered in to the ENGINEER's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control.

C. *COST ACCOUNTING*

The ENGINEER will prepare monthly progress reports of expenditures for the PROJECT by task and milestone. Expenditures will include direct labor costs, other direct costs and subconsultant costs. These reports will be included as supporting data for invoices presented to the COUNTY every

month.

Travel costs are not to exceed current County Board approved policy and subject to the terms set forth in the Board directives.

D. SCHEDULING

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

E. PROGRESS REPORTING

Progress reports and invoices shall be prepared in accordance with COUNTY guidelines. Reports demonstrating actual progress will be required monthly and shall be accompanied by an invoice.

F. CONTRACT ADMINISTRATION

The ENGINEER's PROJECT MANAGER shall maintain ongoing liaison with the COUNTY PROJECT MANAGER, AGENCY contacts and utility companies to promote effective coordination during the course of project development. Progress meetings with ENGINEER's staff, subconsultants and the COUNTY PROJECT MANAGER shall be held regularly, in person and via email, on an as needed basis.

Project Administration and PDT Meetings shall be allotted to support completion of an environmental document and preliminary engineering.

ARTICLE AIII • PLANNING AND PROJECT DEVELOPMENT

A. RESEARCH AND DATA GATHERING

Existing topographic mapping, photos, reports, maintenance reports, right of way maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, utility index maps, local street improvement/development plans and other pertinent data such as GIS maps, etc., will be obtained and reviewed/evaluated as a basis for the project.

B. PROJECT DEVELOPMENT TEAM

A Project Development Team (PDT) including representatives from the COUNTY, CALTRANS, and other relevant agencies shall be established within fifteen days after NTP. PDT meetings shall be held to resolve issues and to apprise the affected agencies of the progress of the PROJECT. A kick off meeting with the PDT (PDT Meeting No. 1) shall be held as soon as possible after NTP.

Provide project exhibits and attend one public hearing. Exhibits entail work created by other tasks described herein.

Attend up to four focus meetings to assist the COUNTY in coordinating the project with adjacent land owners or other party's of interest that are not specifically identified elsewhere in this scope of work.

Tribal and BIA Coordination

As a federally recognized Indian tribe, Morongo is a major stakeholder in the Bypass Project, and must be consulted throughout the environmental review and alignment selection process. Further, BIA approval must be obtained to record any easements or additional right-of-way within tribal trust land. As required by CEQA and NEPA, coordinate government-to-government consultation between the COUNTY, Caltrans, BIA and the Tribe.

Conduct up to 10 meetings and five conference calls to accomplish this coordination. Provide minutes of the meetings to be included within the record to support analysis within the NEPA/CEQA documentation regarding impacts to Indian Trust Assets and Native American Cultural Resources, as well as to document consultation in accordance with Section 106 of the NHPA. Provide a technical memorandum outlining issues and approaches to complying with BIA and Tribal requirements.

Specific issues to be addressed during the consultation entail the following:

1. Trust Land. The Tribe and BIA must be consulted regarding potential impacts to tribal trust resources. Taking land out of federal trust is a complex process, even if agreed to by the Tribe. A more streamlined approach would be to request an easement for the road segment from the BIA and Tribe. The BIA's granting of right-of-way or recording an easement on tribal trust land would trigger NEPA. NEPA documentation prepared to support Caltrans approvals may be utilized by the BIA if the analysis meets the BIA's NEPA Handbook requirements. No eminent domain action by the state or

County is possible on trust land, and the BIA would only grant an easement at the Tribe's request, so the Tribe's support of this alternative would be critical to its success.

2. Cultural Resources. Under Section 106 of the National Historic Preservation Act (NHPA), the Tribe must be consulted regarding potential impacts to cultural resources. Both Alignments 1 and 2 may have cultural resources impacts due to their proximity to the Reservation and since the area in general is rich in cultural resources. Close coordination with Tribal cultural resources staff would ensure that resources are properly identified and protected.
3. Morongo Master Plan. The Tribe is in the process of developing a master plan for its reservation. Land use designations have preliminarily been assigned. The alignments in the vicinity of the Reservation are preliminarily designated as Industrial and Open Space by the Tribe. Consideration of how the alignments could help support or potentially conflict with planned tribal land uses is critical to garnering support from the Tribe.

C. *RIGHT OF ENTRY*

ENGINEER shall identify locations outside the roadway right-of-way where it will be necessary to obtain specific rights-of-entry from affected property owners. The listing of the candidate locations will be furnished to the COUNTY. COUNTY will contact property owners. ENGINEER shall provide necessary support to COUNTY for this task.

D. *DESIGN SURVEYS*

COUNTY shall perform field surveys, ground control, photogrammetric mapping and digital terrain modeling. ENGINEER shall provide input regarding limits of these items.

E. *PRELIMINARY DRAINAGE REPORT*

A Preliminary Drainage Report will be prepared for the project in accordance with Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards. The report will be used as the basis of design for drainage considerations on the project. A field reconnaissance will be performed to observe the existing conditions of the watershed. Available documents pertinent to the drainage design will be obtained from the COUNTY, Caltrans and FEMA for review.

The report will encompass the following sections:

1. Hydrologic Analysis – A hydrologic analysis for the watersheds tributary to the proposed road will be prepared. The purpose will be to quantify design flow rates for the small tributary washes that drain across the proposed road alignment. FEMA flow rates will be used for the San Gorgonio and Smith Creek analysis.
2. Conceptual drainage facilities to accommodate onsite and offsite project flows and water quality treatment requirements. Preliminary sizes for culverts will also be determined.
3. Low Water Crossing/Bridge Hydraulic Analysis – A hydraulic analysis will be prepared using HEC-RAS to determine the water surface elevations, velocities and inundation for Smith Creek and San Gorgonio.
    a. Up to three alternatives for a combination of bridges/low flow crossings will be analyzed. It is assumed that the design of the proposed crossings will minimally impact the 100 year water surface and therefore a FEMA CLOMR/LOMR will not be required.
    b. Scour Analysis will also be prepared to quantify the approximate depth of scour at the proposed Smith Creek and San Gorgonio crossings and to help in determining bridge foundation requirements.

Recommendations – A matrix will be provided to present the pros and cons for each alternative. The purpose of the matrix will be to allow the PDT to choose a preferred alternative for final design. The report will include recommendations for providing armoring for scour protection of the crossings. Summarize this information in a Caltrans format Location Hydraulic Study and Floodplain Evaluation Report.

F. WATER QUALITY ANALYSIS REPORT (WQAR)

ENGINEER shall prepare a Water Quality Analysis Report to determine the project's impact on the downstream receiving waters and document the regulatory framework for the project's approval through the Colorado River Basin Regional Water Quality Control Board (RWCB) and Riverside County Flood Control and Water Conservation District (RCFC & WCD). The WQAR will document the required stormwater treatment and develop conceptual designs for treatment BMP facilities if required. ENGINEER will coordinate with the RWCB and RCFC & WCD to complete the WQAR. Stormwater Treatment BMP's will be preliminarily designed in accordance with the Riverside County

Whitewater River Region Stormwater Quality Best Management Practice Design Handbook.

G. PRELIMINARY GEOTECHNICAL REPORT

The draft preliminary geotechnical report is intended for use in the preliminary plans and environmental documents. ENGINEER shall collect existing subsurface information that is available for the project area including geological maps published by the California Division of Mines and Geology, geological maps published by the United States Geological Survey and ground water well information. ENGINEER shall review available data and shall provide seismic and geologic information and groundwater data for the preliminary plans and environmental documents. ENGINEER shall identify any seismic and geologic hazards that will impact the design and construction of this project. These findings will be documented in a report to be reviewed and approved by the COUNTY.

H. PLANNING STUDIES

ENGINEER shall identify appropriate alternatives for development and analysis. The analyses will include traffic operations, costs, constructability, environmental impacts, right-of-way and maintenance of traffic. Preliminary cost estimates will be developed for each alternative as soon as practicable and furnished to the COUNTY.

Initially, up to four build alternatives will be reviewed at the screening level. This entails general plan view evaluation of various corridors to identify constraints and issues primarily from the previous study information. Detailed horizontal layout and vertical analysis is not anticipated at this point. One of these alternatives may be north of the I-10 Freeway.

After the screening level review, more detailed evaluation is anticipated for up to two build alternatives. Based on the previous studies we anticipate that these will be south of the I-10 Freeway, and near or just south of the Tribal boundary. To the west we anticipate an extension of Westward Street, and to the east we anticipate joining at Bonita Avenue/Morongo Trail (Apache Trail). Alternatives will likely involve variations along portions of an alignment (i.e. variations to the west at the foothill outcropping, and variations to the east crossing the San Gorgonio River). The technical studies stated herein will consider these build alternatives.

Traffic Forecast/Modeling

Use the Riverside County Transportation and Analysis Model (RivTAM) to prepare model runs for the proposed I-10 Bypass project. The proposed roadway will be added to the base and future year model networks to obtain model runs for the build alternatives. It is anticipated that modeling will be required for up to two build alternatives. Provide model runs for the no build and build alternatives for both base (2008 – adj. to 2012) and future (2035) years. The area under consideration has large traffic analysis zones (TAZs). This work entails splitting three existing TAZs (TAZ Nos. 4421, 4429 and 4437) in the vicinity of the proposed roadway to increase the sensitivity of the model. Modifications to the RivTAM may also include modifying speed limits and roadway classifications to surrounding roads near the vicinity of the proposed roadway. After completion of the model runs, coordinate with COUNTY modeling staff to discuss significant deviations from the existing model and other reasonable issues that might arise while updating the model. Upon completion of the COUNTY's consistency procedure, provide peak hour and ADT link volumes for the following six scenarios:

- Year 2008 (adjusted to 2012) No Build Conditions
- Year 2008 (adjusted to 2012) Build Alternative 1 Conditions
- Year 2008 (adjusted to 2012) Build Alternative 2 Conditions
- Year 2035 No Build Conditions
- Year 2035 Build Alternative 1 Conditions
- Year 2035 Build Alternative 2 Conditions

All model runs will be provided in pdf and hardcopy formats.

Compile the results and summarize the process within a Traffic Methodology Memorandum.

Post process the model to obtain volumes for agreed upon current year, project completion year and interim build year (if necessary). Obtain peak hour volume movements at key intersections and along the I-10 Freeway necessary for the Traffic Operations Analysis described below. Provide AM and PM peak hour traffic counts at up to 20 locations to verify or make necessary adjustment to the current year volumes. Document the information in a Traffic Volume Forecast Development Report.

Traffic Operations Analysis

Based on the agreed upon traffic volumes established in the Traffic Forecast/Modeling task, provide an operations analysis to address facility needs to accommodate anticipated volumes. The analysis

will determine/validate the number of lanes necessary for a new facility and provide Traffic Index (TI) values for preliminary design purposes. It will also evaluate potential modifications necessary to existing facilities due to the new roadway connection. Limits of existing facility analysis at the westerly join encompass the I-10 Freeway to the north, Charles Street to the south and San Gorgonio Avenue to the west (up to thirteen primary intersections at the westerly join). Limits of existing facility analysis at the easterly join are along Morongo Trail (Apache Trail) from Bonita Avenue to the I-10 Freeway interchange at Seminole Drive (the round-about intersections) and Bonita Avenue from Morongo Trail (Apache Trail) to the I-10 Freeway interchange at Main Street (up to seven primary intersections at the easterly join).

The analysis will entail Highway Capacity Manual (HCM) and Intersection Capacity Utilization (ICU) methodology's using the Synchro/Sim Traffic software for the new road connection, existing roads and primary intersections as defined above.

Compile the calculations and summarize findings within a Traffic Operations Analysis Report and Traffic Index Technical Memorandum. Describe necessary traffic mitigations and traffic related components necessary to support the preliminary design.

Truck Bypass Evaluation

Provide a technical memorandum to address potential issues the project may create with the existing truck inspection station on the I-10 Freeway. This will encompass the following:

-Identification and definition of up to two alternatives to mitigate the challenge of trucks potentially bypassing inspection station on mainline

-Up to two meetings with stakeholders to discuss existing conditions and alternatives

-Trade-off assessment of the two alternatives including capital cost, operational needs/cost, potential design impacts (e.g., enforcement area(s)), technical considerations, revenue impacts; trade-off assessment to include a "no-build" scenario for baseline impacts

-Conclusions to include a high level, conceptual design of the selected project concept

I. ENVIRONMENTAL DETERMINATION AND ENVIRONMENTAL ISSUES

The project may be funded with federal funds therefore NEPA compliance will be required through Caltrans District 8 Office of Local Assistance. Under NEPA delegation Caltrans will be the lead

agency for NEPA compliance. The COUNTY will be the lead agency for CEQA compliance. Tasks expected include the preparation of a Preliminary Environmental Study (PES) Form, technical studies and the preparation of the environmental document. Environmental issues may include Cultural Resources, Biological Resources, Hazardous Waste/Materials, Water Quality/Erosion, Floodplain, Traffic, Air Quality, Noise, Visual Effects, Growth issues and Climate Change.

The project will likely require an Environmental Impact Report (EIR) under CEQA, and an Environmental Assessment (EA) under NEPA. We propose to prepare a joint EIR/EA using the formats specified in the Caltrans Standard Environmental Reference (SER).

Preliminary Coordination/PES

Project Initiation

The ENGINEER will meet with the COUNTY and Caltrans to define the preliminary project description and schedule and to develop a mutual understanding of the issues and impacts of the project. Items needed for this task include: (1) base topographical map; (2) vertical aerial photograph; (3) limits of work; and (4) conceptual alignments.

Review of Existing Environmental Information

Review available existing environmental information as available, including:

- Previous environmental documents prepared for projects in the vicinity
- Local and regional data bases of environmental resources
- Applicable General Plans and regional planning documents

Create a project resource library containing such documents.

Field Review

Participate in a field review of the project site with the COUNTY.

The ENGINEER's biologists will visit the site, and make a preliminary assessment of the extent of jurisdictional waters of the US and preliminary mapping of sensitive habitats.

Alternatives Development

The ENGINEER will incorporate environmental information from the initiation of planning. Based upon the preliminary environmental information gathered above, the environmental specialist' will assist the

ENGINEER in scoping project alternatives that avoid or minimize impacts to environmental resources.

PES Form

Complete the Caltrans PES form, based upon the above data. Revise PES based on COUNTY and CALTRANS review.

EIR/EA

NOP/Initial Study

Initial Study and Notice of Preparation: ENGINEER will prepare an Initial Study (IS) that is a screening level document in order to eliminate extensive analysis of issues in the EIR that would have no impacts or less than significant impacts. The IS will be used as an attachment to the Notice of Preparation (NOP) that ENGINEER will prepare and distribute.

The tasks identified below outline the work program for environmental clearance of the project under both CEQA and NEPA. The level of effort is based on (1) preparation of an EIR/EA leading to an approved Final EIR and Finding of No Significant Impact (FONSI) (2) evaluation of up two Build Alternatives and the No Build condition.

Should circumstances arise that indicate the need for a higher level federal environmental document (i.e., an Environmental Impact Statement [EIS]) the scope of work and budget would need to be revised accordingly.

The text for the EIR/EA will be based on the technical studies to be prepared under this scope of services, including the following anticipated studies:

Air Quality	Water Quality
Natural Environment Study	Hazardous Waste Initial Site Assessment
Draft and Final Relocation Impacts Studies	Cultural Resources
Community Impact Assessment	Geotechnical Study
Paleontology Study	Location Hydrology Study
Visual Impacts	Traffic Study
Noise	Riverside County Circulation Element
Floodplain risk assessment	General

Plan Amendment & preparation of Resolution

All technical studies and documentation will be prepared pursuant to the Caltrans Standard Environmental Reference (SER) for an EIR/EA, and guidelines for implementing CEQA and NEPA, as well as those of related environmental statutes and regulations. Caltrans guidelines for the technical studies or the EIR/EA will follow the guidance available as of the date that the first drafts of these documents are completed.

Public Scoping Meeting: ENGINEER will facilitate a public scoping meeting to gather input on the scope of the environmental document.

TECHNICAL STUDIES

The technical studies will evaluate the potential environmental impact of up to two Build Alternatives and the No Build condition. Each screencheck technical study will be submitted to the COUNTY for review. Following COUNTY review the document will be revised and a screencheck technical study will be provided to CALTRANS for review. Following CALTRANS review a draft of each technical study will be submitted to the COUNTY and CALTRANS for concurrent review (all reviews following the screencheck review are assumed to be concurrent).Following CALTRANS review a second draft of each technical study will be submitted to the COUNTY and CALTRANS for concurrent review. Following CALTRANS and COUNTY review of the second draft it is assumed that a revisions workshop will be held to address any outstanding comments, if comments remain. Following the revisions workshop a final version of each report will be prepared.

Noise

ENGINEER will prepare a Noise Study Report (NSR) in accordance with the current California Traffic Noise Analysis Protocol (May 2011) for Type I Federal-aid Projects, FHWA procedures in 23 CFR 772 (effective July 13, 2011), California Technical Noise Supplement (TeNS) (November 2009) and Caltrans District 8 requirements identified in the Noise Study Workshop handout. These guidelines require the identification of noise sensitive receptors in the area, quantification of existing noise levels, projection of future noise levels and comparison of future noise levels with the applicable noise criteria.

The following tasks will be performed:

- A site reconnaissance will be performed along the project alignment to understand the acoustic characteristics of the project area, identify the location of noise-sensitive areas, and select potential sound level measurement locations.
- Applicable thresholds of significance, including Noise Abatement Criteria (NAC) and the substantial increase level, will be identified.
- A work plan will be prepared showing existing receivers, representative receivers, and proposed monitoring locations. To facilitate this plan, one onsite meeting with Caltrans District 8 staff and Riverside County staff (if desired) will be conducted. This work plan is required by Caltrans District 8.
- Long-term (24-hour) sound level measurements will be conducted at up to three locations along the project alignment to identify the peak noise period(s). All measurements will be performed using a calibrated integrating sound level meter that conforms to American National Standards Institute (ANSI) Type 1 or 2 requirements. The purpose of the long-term measurements is to establish hourly fluctuations in existing noise and determine the peak noise period(s).
- Short-term (up to one-hour) sound level measurements will be conducted during the peak noise period(s) at up to six representative noise-sensitive receptor locations. All measurements will be performed using a calibrated integrating sound level meter that conforms to ANSI Type 1 or 2 requirements. Simultaneous traffic counts will be conducted during each measurement period, as applicable. Meteorological conditions will be recorded for each measurement period. The purpose of the short-term measurements is to quantify the existing noise environment, estimate the vehicle mix (percent cars, medium trucks, heavy trucks, etc.) and provide data to validate the noise model.
- The noise model will be validated using the short-term sound level measurements and simultaneous traffic counts. Noise levels at representative first-row noise-sensitive receptors along the project corridor will be calculated using the Federal Highway Administration (FHWA) Traffic Noise Model (TNM) version 2.5 software for Existing and Future No-Build conditions. Traffic conditions that would yield the worst noise hour will be used.
- The geometry of the project alternative will be imported into the noise model. Noise levels for one

Future Build condition will be calculated using TNM. Calculated Future Build noise levels will be evaluated against the appropriate NAC and substantial increase thresholds. Traffic conditions that would yield the worst noise hour will be used.

- If Future Build noise levels would approach or exceed the NAC, or result in a substantial increase, feasibility of noise abatement measures such as noise walls will be evaluated using TNM. The location and height of noise barriers found to be feasible will be graphically depicted on exhibits with aerial photography and the project alignment. The results of the barrier analysis will be presented in a matrix showing noise reduction achievable by barriers ranging in height from 6 feet to 16 feet. Preliminary data for reasonableness calculations will be provided.
- Construction noise associated with the project will be evaluated based on the proposed construction equipment and schedule. The construction noise levels will be determined using published construction noise data and supplemented with previously conducted construction noise measurements for similar projects, as necessary. Noise-sensitive land uses and activities will be identified. Measures to reduce construction noise will be identified as necessary.
- The methodology and results of the analysis will be submitted in a draft and final Noise Study Report. The Supplemental Data required by Caltrans District 8 will be included. Responses to comments from one round of COUNTY and/or Caltrans review will be provided; it is assumed that comments will be minor in scope and will not require additional noise measurements or modeling. The draft NSR will be submitted electronically; eight bound copies of the Final NSR with electronic versions on an included CD will be produced.

Noise Abatement Decision Report (Optional):

- Recommendations for implementation of noise abatement measures will be determined in the course of preparing the Noise Abatement Decision Report (NADR). One onsite meeting with Caltrans District 8 staff and Riverside County staff (if desired) will be conducted as necessary. Responses to comments from one round of COUNTY and/or Caltrans review will be provided; it is assumed that comments will be minor in scope. The additional budget needed for this optional task is $15,000.

Visual Analysis/Preliminary Concept Plans

ENGINEER to prepare a Visual Impact Assessment to address potential impacts that could result from the proposed project. The analysis will contain a map of the view shed of the proposed project and a discussion of the project features visible from Key Observation Points (KOPs). It is currently anticipated that the study will entail up to four (4) photo simulations of the project on final grade and cross sections of major features of visual prominence. Meet with the COUNTY and Caltrans to determine the location of the simulations. The study shall conform to COUNTY and FHWA requirements regarding the implementation of CEQA and the National Environmental Policy Act (NEPA). The analysis will also conform to the FHWA visual analysis guidelines *Visual Impact Assessment for Highway Projects* (1988).

Computer-generated photo simulations will show the project from four (4) KOPs on a three-dimensional model of the proposed project. The simulations will be used to complete the Visual Impact Assessment report. Information from the preliminary design plans will be used to show the proposed facility. Existing condition photographs will also be provided, including views from the KOPs used for simulations. Approximately twelve (12) size 8.5"x11" and/or 11"x17" report figures will be provided. It is assumed that seven (7) of the figures will be in color. Provide said Visual Impact Assessment that will serve as a technical appendix to the joint CEQA/NEPA document.

As part of the visual analysis, provide aesthetic improvement concepts that entail the following:

- Preliminary Concept Plans
    - Research and Theme establishment
    - Initial Concept plans
        - Design Inspiration Exhibits
        - Character hand sketches/renderings
        - Initial Sketch Up 3-D Model massing study
    - Final Concept plans
        - Final Sketch Up 3-D Model vignettes of key view
    - Three Review meetings with Client
        - Concept Kickoff meeting

- Initial Concept Presentation
- Final Concept Presentation

Hazardous Materials

ENGINEER to prepare an Initial Site Assessment (ISA) to support the completion of the Preliminary Environmental Study. The primary components of the ISA are site reconnaissance, and historical and regulatory record research.

The ISA will be prepared in general accordance with the *Caltrans Initial Site Assessment Guidance Document*, dated September 2006. Preparation of the ISA requires review of local, state and federal regulatory databases and files. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City of Banning, Riverside County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Air Quality

ENGINEER to prepare an Air Quality Assessment for the project in accordance with Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and South Coast Air Quality Management District (SCAQMD) CEQA Handbook air quality guidelines. Conduct the screening analyses specified in the protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to six receptor locations for the Existing, Future No Build, and each of the Build Alternatives. Evaluate the proposed project's impacts to long-term particulate matter concentrations ($PM_{2.5}$ and PM_{10}) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for *Qualitative Hot-spot Analysis in $PM_{2.5}$ and PM_{10} Nonattainment and Maintenance Areas* (EPA, March 2006) and the *Interim Guidelines on Air Toxic Analysis in NEPA Documents* (FHWA, February 2006). Construction-related emissions will be quantified and discussed in a general format unless project-specific information is available.

ENGINEER will prepare the "Air Quality Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Area." Conformity documentation that will be prepared as part of this task includes an Air Quality Conformity Checklist and an Air Quality Conformity Report. ENGINEER will prepare the draft reports and submit them to

the COUNTY and CALTRANS for review. ENGINEER will revise the Draft reports in response to Caltrans comments and submit the final reports to Caltrans for approval.

The air quality analysis will also entail discussion of the compatibility of each of the project alternatives with the requirements of the Regional Transportation Plan (RTP) and the Federal Regional Transportation Improvement Program (FTIP).

2.3.1.1 Biological Studies.

ENGINEER will prepare a Natural Environment Study (NES). Note: The project may include grading within the Morongo Indian Reservation Boundary. It is within the boundaries of the adopted Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The project will require a consistency evaluation with both the MSCHP and CVMSHCP. The project is not a covered activity under the MSHCP or the CVMSHCP.

Conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the California Department of Fish and Game (CDFG) California Natural Diversity Data Base, and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California, will be examined. In addition, the MSHCP and CVMSHCP will be reviewed. In accordance with Caltrans guidelines, submit a letter to the United States Fish and Wildlife Service (USFWS) requesting a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. In addition, the NES will address MSHCP and CVMSHCP consistency, including the items discussed below.

The fieldwork for this task will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present, including plants and plant communities, will be mapped.

For the proposed project to be consistent with the MSHCP, additional focused studies will be required. The proposed project lies within The Pass Area Plan of the MSHCP, and is not a Covered

Activity under the MSCHP. The project is within a MSHCP Special Linkage Area, and within the following MSHCP survey areas:

Narrow Endemic Plant Species Survey Area (NEPSSA) 8 for the Yucaipa onion and many stemmed dudleya

Burrowing Owl Survey Area

Mammal Species Survey Area for the Los Angeles pocket mouse (LAPM).

In addition, the proposed project must be consistent with MSCHP Riparian, Riverine, and Vernal Pool Guidelines. For consistency with these guidelines, a wetlands delineation and jurisdictional determination will be required in order to identify any project impacts to potential jurisdictional waters and to provide appropriate mitigation measures. The focused surveys and wetlands/jurisdictional delineation tasks are discussed in detail below.

If the project cannot avoid the MSHCP species or riparian/riverine areas present on the site, an MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP) will be necessary. This scope includes the preparation of a DBESP, as discussed in detail below.

The project is within the CVMSHCP Cabazon Conservation Area which serves to provide for an Essential Ecological Process, fluvial sand transport. No additional focused studies are required by the CVMSHCP.

The NES will include a description of the field methods and findings from the above reviews and surveys. If sensitive resources are found on site, the ENGINEER will include a graphic displaying the location of the sensitive plant communities, potential wetlands/jurisdictional waters, and sensitive biological resources observed. A table describing sensitive species that are present or potentially present will be provided. The NES will also identify and assess project impacts on existing biological resources, including sensitive species. The NES will include a MSHCP and CVMSHCP consistency assessment. Mitigation measures will be provided as required by the MSHCP, CVMSHCP, and as deemed appropriate by the project team.

2.3.1.2 Additional Required Studies

NEPSSA Survey: Yucaipa Onion and Many-Stemmed Dudleya. A habitat suitability assessment (HSA) will be conducted over the entire project site to determine whether it has habitat potentially

suitable for the Yucaipa onion and/or the many-stemmed dudleya. If potentially suitable habitat is identified, a focused survey for the species will be conducted following the survey procedures recommended by both the MSHCP and the California Department of Fish and Game. Focused surveys for these plant species consist of two site visits during their blooming season. The bloom period for the Yucaipa onion is April and May, and the bloom period for the many stemmed dudleya is May and June. The survey results will be documented in a letter report, and will be provided as an appendix to the NES.

Burrowing Owl Survey. The burrowing owl is protected by the Migratory Bird Treaty Act and by Sections 3503 and 3503.3 of the California Fish and Game Code. A focused survey will be conducted in accordance with the Burrowing Owl Survey Instructions for the MSHCP Area. The MSHCP survey season for the burrowing owl is March 1 through August 31.

Upon completion of the field survey, a letter report documenting the focused survey results will be prepared. The report will be included as an appendix to the NES.

Los Angeles Pocket Mouse Survey. A habitat assessment will be conducted to determine potentially suitable Los Angeles Pocket Mouse (LAPM) habitat. Trapping surveys will be conducted in areas determined to provide potentially suitable habitat within the project study area. The trapping survey results will be documented in a technical report suitable for use by the CDFG and for MSHCP consistency. Trapping will be conducted in accordance with accepted protocol and permit requirements by biologists qualified to capture the LAPM. The survey will be conducted between May 1 and September 15 and normally consists of five consecutive nights of trapping.

A letter report describing the survey methodologies and results of the focused survey will be prepared and provided as an appendix to the NES. A copy of the report will be sent to the Western Riverside County MSHCP Biological Monitoring Program as required under the MSHCP. Copies of the report will also be submitted to CDFG in accordance with permitting requirements.

Jurisdictional Delineation. Prepare a wetlands delineation and assessment of potential jurisdictional waters of the U.S. and State present within the project study area. A routine wetland delineation will be conducted and areas of potential jurisdiction will be evaluated according to the United States Army Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory, 1987), Regional

Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (2008), and CDFG guidelines. Prepare a Wetlands Delineation and Assessment of Jurisdictional Waters Report documenting the results of the delineation. Initial coordination efforts with appropriate resource agencies regarding permits is included as a part of this environmental document preparation process. Also, we assume that alternative analysis in the ED will be adequate for Corps purposes. This will be included in the NES as an Appendix.

Verification of Jurisdictional Delineation & Agency Coordination. The results of the jurisdictional delineation will require verification and acceptance by the ACOE and CDFG. One field meeting with each agency has been budgeted for this purpose. Regulatory permitting is not included in this task.

Determination of Biologically Equivalent or Superior Preservation. If the project cannot avoid effects to riparian/riverine habitats, or if equivalency findings for effects to the NEPSSA plants (Yucaipa onion, many-stemmed dudleya), burrowing owl, and/or LAPM cannot be met, separate DBESP reports will be prepared as necessary for riparian/riverine habitats, NEPSSA plants, burrowing owl, and LAPM. Each DBESP reports will be prepared according to MSHCP guidelines and will be suitable for review by Caltrans, County of Riverside, CDFG, and USFWS. The DBESP report(s) will be included as an appendix to the NES. This task assumes the preparation of up to 3 separate DBESP reports.

2.3.1.3 Relocation Impact Study (Optional)

Depending upon the alternative selected, the project may displace commercial or residential properties located within the proposed right-of-way. Therefore, a Relocation Impact Study may need to be prepared in accordance with Chapter 602, Relocation Impact Documents, of the Caltrans Relocation Assistance and Housing Procedures Manual. The level of study will depend on the extent of relocations. The study will encompass the following items:

Number and type of nonresidential and commercial displacements

Current and anticipated availability of relocation resources

A discussion of any relocation problems specific to this project, along with suggested solutions to those problems

This task includes a site visit, research, and preparation of the Draft and Final Relocation Impact

Study. Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans, RCTD, or the COUNTY, and these tasks are not included in this scope of services.

The additional budget needed for this optional task is $15,000.

2.3.1.4 Community Impact Assessment

ENGINEER will prepare a Community Impact Assessment (CIA) in accordance with the guidelines found in the FHWA Technical Advisory T6640.8A and Caltrans Community Impact Assessment Handbook (1997). The CIA will evaluate the proposed project's socioeconomic impacts utilizing current demographics and current assessor parcel information and complying with guidelines provided in the Caltrans Community Impact Assessment Handbook (June 1997). The CIA will provide a description of existing land use, housing, employment, and population conditions near the project site. The discussion of socioeconomic impacts shall address the potential impacts on the residential population and local business community, including land use compatibility, neighborhood cohesion, tax revenue loss, and employment impacts. The CIA shall also address the project's consistency with relevant local, regional, and State regulations and plans. The CIA will also address environmental justice considerations. A summary will be included identifying the conclusions of the Draft Relocation Impact Statement. Recommendations to avoid, minimize, or mitigate potential socioeconomic impacts shall be identified where feasible.

The ENGINEER will complete a cultural resources investigation to be conducted in compliance with Section 106 of the NHPA (36 CFR 800) and CEQA (CCR 14 Section 15064.5 and PRC Section 21083.2), and that will meet Caltrans approval. As detailed below, this will include preparation of an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in accordance with Caltrans requirements. Cultural resources supervisors will meet the professional requirements of the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

<u>Historic Resources</u>

A California Historical Resources Information System (CHRIS) records search for the proposed APE, with a 1/2-mile radius around the project area at the Eastern Information Center (EIC) at the University of California in Riverside. The EIC houses cultural resources records and the primary

purpose of the CHRIS records search is to identify any previously recorded cultural resources known to exist within or adjacent to the APE. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the NRHP, the California Inventory of Historical Resources, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project area.

Archeological Resources

The Native American Heritage Commission (NAHC) will be contacted for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the APE. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. Consultation will be conducted in accordance with appropriate and current state and federal regulations.

An intensive pedestrian survey of the proposed APE will be conducted. An archaeologist will conduct the survey utilizing pedestrian transects spaced at maximum intervals of 15 meters, covering all portions of the project areas. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20-40 meter transects. The APE map will be established in consultation with the COUNTY and CALTRANS for obtaining CALTRANS approval. The assumed survey area will include a 600-foot corridor (300-feet either side from center line) along each of the proposed build alternative. No testing or excavation will be conducted, nor will any artifacts, samples or specimens be collected during the survey. If resources are encountered, they will be photographed, mapped, and recorded on California Department of Parks and Recreation (DPR) 523 series site record forms. Sites identified during the record search as having been previously recorded will be relocated and site records will be updated. It is assumed that no more than 4 relatively simple cultural resources will be located within the APE that will require recordation or updating. Evaluation of site significance is not included in the scope of work. Should additional resources be identified requiring recording and evaluation, a separate cost estimate will be provided for the additional resources.

A cultural resources confidential technical report will be prepared. The technical report will document the results of a literature review, Native American consultation, and field survey as well as provide management

recommendations for resources within or near the project area. The report(s) will meet Caltrans Environmental Handbook (2005) Cultural Resources Reports criteria for an Archaeological Survey Report and Historic Property Survey Report. Caltrans District 8 will need to approve the APE prior to the reports being submitted. It is assumed that Caltrans will not require a Historic Resource Evaluation Report (HRER).

Paleontological Resources

All tasks will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised May 2011); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 2010)

If findings are positive, it will be necessary to prepare additional reports as required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology,* such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search. C**onduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by the ENGINEER. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** Prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** Prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the

Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

Paleontological Mitigation Plan (PMP). Prepare a PMP. This report describes how mitigation and monitoring will be conducted. This document is prepared when project design is sufficiently advanced to allow characterization of specific project impacts. For example, depth of proposed grading is required to be integrated into the PMP along with a proposed budget for monitoring activities (requiring a grading schedule for the project has been developed). The PMP will include geologic and paleontologic background information and the work plan to mitigate project effects, including monitoring and laboratory efforts. The PMP will follow the guidelines of the Caltrans Standard Environmental Reference, Environmental Handbook, Volume 1, Chapter 8 – Paleontology and the guidelines of the Society of Vertebrate Paleontology. We assume up to two rounds of comments from Caltrans, or other interested parties. This entails time for the paleontologist to prepare the document, graphics, word processing and editing, and production.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to finalizing the environmental document and initiation of final design in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In

these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

2.3.1.5 Section 4(F) Evaluation

The environmental specialist' will work with the ENGINEER to avoid impacts to Section 4(f) resources such as parks and recreation areas. If impacts are unavoidable, then a Section 4(f) evaluation is required. This can be provided for an additional fee.

DRAFT EIR/EA FOR PUBLIC REVIEW

2.3.2.1 Screencheck Draft EIR/EA

The ENGINEER will prepare the first Screencheck Draft EIR/EA incorporating the findings of the technical studies for submittal to the COUNTY for review (10 copies). The ENGINEER will include in the EIR/EA adequate documentation so that Transportation staff can prepare the staff reports and obtain approval of the General Plan Amendment. The GPA needs to be part of the Project description.

2.3.2.2 Second Screencheck Draft EIR/EA

The ENGINEER will revise the Screencheck Draft EIR/EA based on comments received from the COUNTY and submit the revised Screencheck Draft EIR/EA to, the COUNTY and Caltrans. (15 copies). Note: All revised documents will be submitted with a comments/responses matrix.

2.3.2.3 Administrative Draft EIR/EA

The ENGINEER will revise the Second Screencheck Draft EIR/EA per comments received from the COUNTY and Caltrans; this revision is called the Administrative Draft EIR/EA. To reduce iterations of the document, ENGINEER will conduct a revision workshop with the COUNTY and CALTRANS to facilitate completion of the document if warranted during the document review process. Additional revisions and submittal of the Draft EIR/EA beyond those identified above would be considered out of scope. If the revisions are required due to the quality of the submittal made by ENGINEER then the revisions would not be considered out of scope.

2.3.2.4 Draft EIR/EA

The ENGINEER will submit the Proposed Draft EA/EIR to the COUNTY and Caltrans for final review and approval, along with the comments/response matrix, Caltrans External QC Form, and Document Review Checklist. (Assume two rounds of document revisions) for COUNTY and Caltrans signature

for approval to circulate the document for public review.

2.3.2.5 Public Review

Prepare a draft public distribution list per input from the COUNTY and Caltrans. The EIR/EA will be circulated for public review and electronically submitted to the Office of Planning and Research (OPR) per the distribution list, once the list has been approved by the COUNTY and Caltrans. The ENGINEER shall Prepare and publish a Notice of Availability (NOA) and Opportunity for Public Hearing, although the COUNTY shall be responsible for newspaper publication costs.

2.3.3 Final EIR/FONSI.

2.3.3.1 Screencheck Final EIR/FONSI and Response to Comments

The ENGINEER will prepare Draft Responses to Comments and incorporate any resulting changes into the Screencheck Final EIR/EA for review by the COUNTY. The Draft EIR/EA will be revised per the SER guidelines into the Final EIR/FONSI

2.3.3.2 Second Screencheck Final EIR/FONSI

The ENGINEER will revise the Draft EIR/EA based on comments received from the COUNTY and submit the revised Final EIR/FONSI to, the COUNTY and Caltrans. (15 copies). Note: All revised documents will be submitted with a comments/responses matrix. To reduce iterations of the document, ENGINEER will conduct a revision workshop with the COUNTY and CALTRANS to facilitate completion of the document if warranted during the document review process. Additional revisions and submittal of the Final EIR/FONSI beyond those identified above would be considered out of scope. If the revisions are required due to the quality of the submittal made by ENGINEER then the revisions would not be considered out of scope.

2.3.3.3 Final EIR/FONSI

The ENGINEER will submit the Final Draft EA/FONSI to the COUNTY and Caltrans for final review and approval, along with the comments/response matrix, Caltrans External QC Form, and Document Review Checklist. (Assume two rounds of document revisions) for COUNTY and Caltrans signatures. The ENGINEER will prepare the Notice of Determination for the Final EIR and a draft of the Federal Register Notice

2.3.3.4 General Plan Amendment Resolution

The ENGINEER will provide a draft resolution for adoption of the County GPA; the COUNTY will provide a sample for that purpose.

J. TECHNICAL REPORT

The first step in the project development process will be to evaluate the existing field condition and formulate various alternatives to evaluate different aspects of project development including alternative preliminary roadway design, evaluation of the existing Roundabout / facilities and others. Those elements to be considered will include:

- Advance Planning Studies including a Preliminary Research and Field Review
- Environmental and Drainage Issues
- Traffic Requirements (Existing and Future) / Maintenance of Traffic / Roundabout Analysis
- Low Water Crossing/ Bridge Structure Hydraulics and Scour Assessment
- Utility Impacts
- Existing Topography
- Horizontal and Vertical Geometric Requirements
- Design Exceptions
- Right of Way Requirements
- Project Costs
- Schedule

After completion of this initial step, the PDT will review the conceptual alternatives, the impacts and costs of each alternative and make a decision of which alternatives are feasible and should be carried to the next step in the project development process - preparation of the environmental document. The Technical Report (Project Report Equivalent) is the engineering document that supports the environmental documentation, summarizing the major features of work associated with the project such as alternatives that substantially lessen or avoid environmental impacts, number of lanes (current and future), and most efficient Low Water Crossing/Bridge Structure type. Additional items that need to be considered are roadway and bridge drainage systems, impacts to both existing and future utilities, cost and schedule.

K. GEOMETRIC APPROVAL DRAWINGS

Geometric drawings of the preferred alternative shall be prepared in accordance with Caltrans District 8 GAD requirements near the end of the Environmental Document phase of the project. It is assumed that only the preferred alternative will be refined to the level of Geometric Approval Drawings (GAD). These will include plans, typical cross sections, cross sections, profiles and superelevation diagrams. The GAD will include appropriate signature blocks and traffic volume data shown on large sheets to clearly present the overall geometric design rather than on 11" x 17" sheet breakouts with match-line. The drawings will reflect CALTRANS and COUNTY standards and criteria for this type of facility. Any nonstandard design elements will be documented in the appropriate Fact Sheet documents.

L. GEOTECHNICAL DESIGN REPORTS

ENGINEER shall develop a boring program to explore existing subsurface conditions at the project site. The site soils will be evaluated to determine the appropriate foundation types. Design and construction recommendations for shallow or deep foundations will be provided for the Low Water Crossings/Bridge Structures. Stability analysis for the construction of the Low Water Crossing/Bridge Structure approaches and embankments will be conducted to address the gross and surficial stability. Embankment construction will also induce compression of the underlying soils which is manifested by ground surface settlement. The magnitude and time rate of settlement of underlying soils due to the weight of the proposed embankments will be determined. Alternatives for flexible pavement structural sections shall be provided. Pavement sections will be designed in accordance with the procedures outlined in the September 2006 CALTRANS Highway Design Manual. The following geotechnical tasks shall be performed by ENGINEER:

- Perform geotechnical borings and associated laboratory testing
- Prepare a Preliminary Geotechnical Design Report
- Prepare a Preliminary Foundation Report for the Low Water Crossings/Bridge Structures
- Review of Advanced Planning Studies for the low water Crossings/Structures
- Prepare Log of Test Borings (LOTB) sheets for the Preliminary Design.

Preliminary Geotechnical Design Report

A Preliminary Geotechnical Design Report providing design and construction recommendations for

embankments and pavement structural sections will be prepared in accordance with California Test Method 130. The field investigation for the Preliminary Geotechnical Design Report will consist of drilling exploratory borings to depths adequate for the types of facilities to be constructed. For pavement designs, shallow borings will be drilled to depths of approximately 10 feet each at intervals of approximately 1000 feet for pavement design. We anticipate up to 12 shallow borings to cover the study area. Subsurface soil samples will be collected during the field investigation for laboratory testing. Prior to the field investigation, ENGINEER shall prepare a plan showing the proposed boring locations. This plan will be submitted to COUNTY for approval and for obtaining encroachment permits, if needed to perform the borings.

The preliminary pavement design recommendations will be incorporated into the preliminary GDR for Phase I work. Approximately 4 to 6 seismic refraction survey lines will be performed along the proposed deep road excavation. The preliminary GDR will address preliminary rock rippability based on the seismic refraction survey results. The feasibility of blasting will also be addressed.

We understand that detailed geotechnical investigations for future phases may include a boring investigation/lab testing/LOTB to develop a FR for each selected low water crossing (bridge), boring investigation/lab testing/LOTB to develop a final GDR including retaining wall recommendations, and a separate MR for pavement design.

M. RIGHT OF WAY MAPS

All right of way map preparation will follow the current CALTRANS and COUNTY procedures. The ENGINEER shall coordinate with the COUNTY to verify that requirements are followed. The ENGINEER shall submit 2 sets each of preliminary right of way requirement maps to the COUNTY for review and comment. It is anticipated that COUNTY will use the approved right of way requirement maps to prepare the Legal Descriptions, Plats and Right of Way Maps to acquire the necessary right of way. If it is determined that COUNTY staff is unable to prepare the needed mapping and right of way documents, then ENGINEER will be responsible for their preparation (for an additional fee). The COUNTY will be responsible for completion of land acquisition activities and necessary reviews.

The COUNTY will provide the ENGINEER with CAD files showing existing property lines along the defined corridor area.

N. AGREEMENTS

The ENGINEER will provide technical and administrative support to the COUNTY as required for obtaining cooperative agreements, construction and maintenance (C&M) and escrow agreements.

O. UTILITY COORDINATION

The intent of the COUNTY is that the services of the ENGINEER shall be complete and "turn-key" with respects to all utility coordination matters, except for those procedures that must be performed by COUNTY. This project is proposed to be funded mainly by State and Federal funds and must therefore conform to process and procedures of the Caltrans Office of Local Programs.

Utilities shall mean any and all water, sewer, irrigation, cable TV, electric, communications, and similar facilities that are owned and/or operated by public agencies, private companies and individual private owners, public utility companies, mutual utility companies, Tribal authorities, etc.

ENGINEER shall coordinate with utility owners and COUNTY utility coordination staff with respect to all utility related matters. ENGINEER shall provide copies of all correspondence with utility companies and other utility related information to the COUNTY. Correspondence, as described herein, shall be prepared by ENGINEER for either ENGINEER or COUNTY signature, as appropriate, and as directed by the COUNTY's Project Manager.

ENGINEER shall coordinate with COUNTY staff to obtain record copies of utility maps from each utility owner within the project limits for existing and/or proposed utility facilities. ENGINEER shall include mapping and/or exhibits that clearly define the project limits as part of the requests for utility information. ENGINEER shall Identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. ENGINEER shall prepare preliminary plans, which shall include all existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate. ENGINEER shall check horizontal and vertical clearances for utilities and coordinate design with the various utility companies to address conflicts as appropriate. In addition to information provided by the owning utility companies and through research of other record maps, field surveys shall be used to locate utility features such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans.

Provide an allowance for up to two days of potholing. ENGINEER shall coordinate with COUNTY staff

to arrange with the respective utility owner to pothole its facility (at utility owner or COUNTY expense). ENGINEER shall coordinate the use of field survey crews to locate potholed utilities by coordinates and elevations based on the project's survey controls.

Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans for those facilities that have such numbers attached to the facility and as provided on the owner's inventory maps. ENGINEER shall send preliminary design plans through COUNTY staff to owning utility companies within the project limits with requests for review and comments on the plans relevant to their respective facilities, and with requests for other project specific information.

ENGINEER shall monitor responses of utility notices received and make recommendations for mitigating conflicts. ENGINEER shall provide written responses to utility companies with regard to stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the COUNTY PROJECT MANAGER and COUNTY utility coordination staff as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

- ENGINEER, through COUNTY staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners.
- Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to accommodate their facilities. ENGINEER understands that the utility companies are generally operating within the COUNTY right-of-way, but may have prior rights to that of the COUNTY in some cases.

ENGINEER shall conduct utility coordination meetings, as needed, regarding adjustments and relocations, to resolve conflict issues, and with respect to performing work for utility companies by COUNTY contractors. For utility conflicts that require relocating, COUNTY staff will submit the official notice / order to the utility companies to relocate conflicting facilities.

Utility coordination for Phase I will consist of the following:

- Obtaining readily available utility information relevant to the project.
- Notifying utility agencies of the potential project.

- Identifying potential utility conflicts and constraints.
- Proposing utility relocation concepts to resolve anticipated conflicts.
- Estimating costs associated with identified relocations.

P. MISCELLANEOUS DESIGN SUPPORT

Design Exceptions

If design exceptions are deemed necessary, these will be identified early in the PROJECT and the ENGINEER will coordinate with COUNTY to receive approval as a part of the GAD approval. Design exceptions will be described in a memorandum that states the exception with reason and necessary justification. Up to six non-standard features are anticipated. Design exceptions will be processed through the COUNTY with necessary justification and documentation.

Traffic Management Plan

Due to the nature of the project being a new facility where one does not exist, a TMP is not anticipated to be necessary. If the studies determine that modifications are necessary beyond the connections to existing facilities, then the topic will be addressed within the Traffic Study, and if necessary, the need for a TMP in future project phases will be noted.

ARTICLE AIV – STRUCTURES

A. LOW WATER CROSSING / BRIDGE STRUCTURE

Advanced Planning Studies (APS) are required in the Project Report Equivalent to document the scope and cost of the structural work on the project. An APS report will be required for each of the structures or the special design retaining walls such as tieback walls/MSE Walls depending on the roadway alignment alternative under consideration. Based on preliminary information, up to four Advanced Planning Studies are anticipated (three for Smith Creek and one for the San Gorgonio River).

The APS will be based on the requirements of CALTRANS Memo to Designers 1-8 and the latest Office of Specially Funded Projects (OSFP) Information and Procedures Guide. The objective of the APS will be to develop the feasible types of structures, costs and constraints applicable for the specific location. Special attention will be given to widening, span lengths, structure depths, column locations, proposed clearances, seismic requirements, approach slabs, falsework requirements,

construction staging, utilities and traffic handling during construction. The APS will achieve the following objectives for the various structures:

- Define the scope of structure work in the project
- Establish the best construction cost estimates available at the early stage of the project.
- Provide an early opportunity for the COUNTY to assist in project conceptualization.
- Describe and document the design assumptions used in the early concept of the structure.

The bridge engineer will coordinate with the roadway engineer while developing the structure alternatives and associated cost estimates to yield the best project solution. Different bridge types such as cast-in-place versus precast concrete girders would be evaluated. The structure APSs will be prepared for each of the alternative roadway alignments. An APS will be prepared in accordance with CALTRANS OSFP Information and Procedures Guide. The Structure Preliminary Geotechnical Report (SPGR) will be used to support the APSs as required by the CALTRANS Office of Special Funded Projects (OSFP) Information and Procedures Guide.

An APS Report will be prepared that includes the following:

1. APS Checklist
2. Design Memo
3. APS GPs
4. Itemized Cost Estimate
5. Structure Preliminary Geotechnical Report

The deliverables to the COUNTY will be per the requirements of CALTRANS OSFP Manual Chapter 3-2.

B. *UTILITIES IMPACT*

ENGINEER will obtain utility data through the COUNTY's utility coordinator. ENGINEER will identity utility facilities in conflict with the proposed alignment alternatives. Where appropriate, utilities with prior rights will be identified and costs for relocations of such utilities will be included in the PRE. All high and low risk utilities, as defined by CALTRANS' Project Development Procedures Manual, will be identified in the PRE.

C. PROJECT REPORT EQUIVALENT

A Project Report Equivalent (PRE) will be prepared compiling and summarizing the preliminary engineering analysis and technical studies in the development and analysis of the alternatives. The technical report will contain the traffic analysis, description and evaluation of the alternatives, design exceptions, water quality report, pedestrian and non-motorized vehicle features, structural APS, right-of-way, hazardous materials, value analysis, and environmental reports. It is assumed that the Draft PRE will be prepared and submitted to the PDT for review and following comment by the COUNTY the Final PRE will be prepared.

Deliverable:

Draft and Final Project Report Equivalent (five hard copies and one digital copy)

ARTICLE AV • COMPUTER FACILITIES

A. CALCULATIONS

All roadway calculations will be performed using COGO PC and InRoads or Road Calc. The structural analyses and design will be performed by using GTSTRUDL, SEISAB, PCBRIDGE, PCYIELD, PCFOOT, PCBENT and PCABUT programs. The data files and the results will be submitted electronically on compact discs along with a hard copy. The Preliminary Estimate shall be prepared in an Excel format.

B. COMPUTER AIDED DRAFTING AND DESIGN (CADD)

All plans will be prepared using MicroStation format in conformance with the latest CALTRANS CADD Users Manual and the CALTRANS Drafting Manual to assure complete compatibility.

ARTICLE AVI • VALUE ENGINEERING

A Value Engineering Exercise will be conducted during Phase I of the project development in complete compliance with the current CALTRANS and Federal guidelines. ENGINEER will make the necessary arrangements to retain the services of a moderator and three senior engineers for a three day value engineering session.

The specific scope of work for the Value Analysis (VA) is presented below. The scope of the work includes the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a three-day VA study in accordance with CALTRANS value methodology.
- Provide VA study documentation in accordance with the CALTRANS VA Report Guide and this task order.
- Conference rooms will be provided by the COUNTY or CALTRANS.
- Ensure that applicable data and correspondence, any other relevant information necessary for the VA study is collected, developed and distributed.
- Facilitate VA Team Meetings.

Deliverables:

- Develop the draft VA study charter (Attachments A, B and C per the CALTRANS Team Guide)
- Lead VA Study

Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:

- A distribution list for the VA reports must be developed with the Project Manager.
- Submit Preliminary VA Report as an electronic copy; no more than 2-weeks following Initial VA Presentation, to ENGINEER's PM and the CALTRANS DVAC for further distribution.
- The preliminary report will be in Electronic format.
- Coordinate with ENGINEER's PM on the project stakeholders' responses to the preliminary VA report and prepare for an implementation meeting to resolve the disposition of the VA alternatives, finalize the VA study reportables (costs, performance and value indices).
- Submit Final VA Report as specified in CALTRANS VA Report Guide – Third Edition. Report should be submitted no more than three weeks following VA Implementation Meeting. Final VA report will be an electronic copy in PDF format of the entire report and four printed copies.
- If all VA Alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within three working days detailing what work needs to be completed in order to develop final disposition of the VA Alternatives , who is responsible for this action and when it is due. The team leader will follow up with ENGINEER's PM and other

responsible parties to resolve these open items. Once all items have been resolved, the Final Report will be completed.

- Provide CALTRANS HQ VA Program Manager electronic copies of the Preliminary and Final Reports and the VASSR so that they can include the study in their annual reports to FHWA.

ARTICLE AVII • QUALITY CONTROL PLAN

A Quality Control Plan will be established for this PROJECT in accordance with the provisions of Article IV, Section H of the Agreement. It will be provided to the COUNTY within two (2) weeks after NTP for review and approval.

APPENDIX B – SCHEDULE OF SERVICES

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.

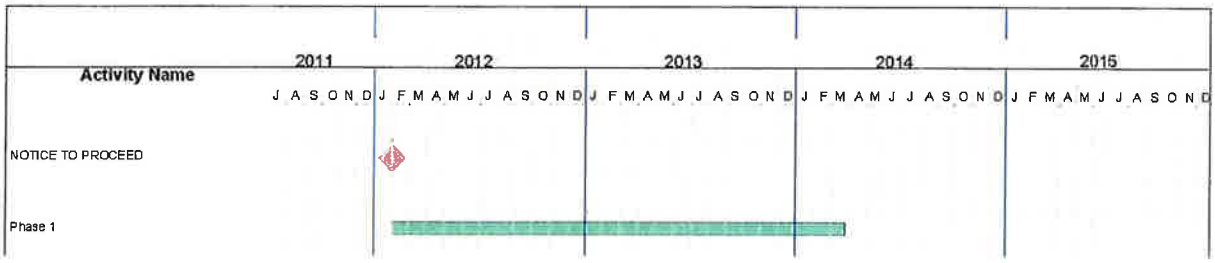
A. PHASES

The Schedule is divided into the following 1 phases:

1. PR and Environmental Phase

B. GANTT CHART

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



APPENDIX C - BUDGET

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.

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..... 37.2

   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..... 154.79

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..... 191.99

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the ENGINEER is 99,253.75 (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
Utility Potholing	22,500	1
Reproduction	10,000	1
Deliveries	4,000	1
3 Day VA	45,000	1
Office Expense	22,000	1

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

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.

POSITION OR CLASSIFICATION	MAXIMUM HOURLY RATES			
Project Manager	70.00	-	85.00	hour
Senior Engineer	50.00	-	76.00	hour
QC/Senior Engineer	60.00	-	76.00	hour
Senior Drainage Engineer	45.00	-	60.00	hour
Senior Traffic Engineer	45.00	-	70.00	hour
Professional II	40.00	-	55.00	hour
Professional I	35.00	-	45.00	hour
Junior Professional/Analyst	25.00	-	35.00	hour
CADD Designer	35.00	-	45.00	hour
Admin Support	20.00	-	40.00	hour
Senior Landscape Arch/Planner	55.00	-	76.00	hour
Senior Noise Specialist	55.00	-	65.00	hour

The above rates are for ENGINEER only. All rates for subconsultants to ENGINEER will be in accordance with the subconsultants 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 2,321,743.86 including a 211,000 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.

Fee Proposal Summary					Date: 1/6/2012
	PHASE 1	**PHASE II**	**PHASE III**	**PHASE IV**	**TOTALS**
Kimley-Horn and Associates, Inc.	1,195,291.24				1,195,291.24
LSA Associates, Inc.	597,196.14				597,196.14
Geocon Consultants, Inc.	62,930.10				62,930.10
Analytical Environmental Services	102,742.89				102,742.89
Galvin Preservation Associates, Inc.	9,978.38				9,978.38
Simon Wong Engineering	54,656.49				54,656.49
KOA Corporation	29,648.63				29,648.63
Wiltec	10,300.00				10,300.00
The Tait Group, Inc.	48,000.00				48,000.00
TOTALS	2,110,743.86				2,110,743.86

:OMPANY:	SCOPE OF WORK	DATE:	REV:
Kimley-Horn and Associates, Inc.	Project Summary	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning Bypass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Dennis Landaal, PE	Project Manager	617	@	$80.29	$49,538.93
	Senior Engineer	1062	@	$63.46	$67,394.52
Mike Ross	QC/ Senior Engineer	138	@	$63.94	$8,823.72
Sam McWhorter, PE	Senior Drainage Engineer	520	@	$49.42	$25,699.96
Jean Fares	Senior Traffic Engineer	112	@	$65.18	$7,300.16
	Professional II	440	@	$52.00	$22,880.00
	Professional I	720	@	$41.00	$29,520.00
	Junior Professional	1806	@	$32.00	$57,792.00
	Analyst	958	@	$29.00	$27,782.00
	CADD Designer	412	@	$40.00	$16,480.00
	Admin Support	525	@	$29.00	$15,225.00
Pat Hart	Senior Landscape Architect	169	@	$53.85	$9,100.65
Jeff Fuller	Senior Noise Specialist	40	@	$59.62	$2,384.80
	TOTAL HOURS	7519		TOTAL DIRECT LABOR	$339,921.74

MULTIPLIERS

OVERHEAD @	154.79%	(of Total Direct Labor)	$526,164.86
PAYROLL ADDITIVES @	37.20%	(of Total Direct Labor)	$126,450.89
		TOTAL MULTIPLIERS	$652,615.75

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
See I for expense breakdown				
			TOTAL OTHER DIRECT EXPENSES	$103,500.00

OUTSIDE SERVICES

COMPANY	TOTAL
LSA Associates, Inc.	$597,196.14
Geocon Consultants, Inc.	$62,930.10
Analytical Environmental Services	$102,742.89
Galvin Preservation Associates, Inc.	$9,978.38
Simon Wong Engineering	$54,656.49
KOA Corporation	$29,648.63
Wiltec	$10,300.00
The Tait Group, Inc.	$48,000.00
TOTAL OUTSIDE SERVICES	$915,452.63

FEES

KIMLEY-HORN AND ASSOCIA	10.00%	(of Total Direct Labor + Total Multipliers)	$99,253.75
OUTSIDE SERVICES @		(of Total Labor + Total Multiplier for Outside Services	
		TOTAL FEES	$99,253.75
		TOTAL COST	**$2,110,743.86**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Kimley-Horn and Associates, Inc.	Preliminary Engineering/Environmental	1/10/2012	1

Fee Proposal Summary

I-10 Banning Bypass

MILESTONE/PHASE/PROJ SUMMARY: D

Phase I

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Dennis Landaal, PE	Project Manager	617	@	$80.29	$49,538.93
Darren Adrian	Senior Engineer	1062	@	$63.46	$67,394.52
Mike Ross	QC/ Senior Engineer	138	@	$63.94	$8,823.72
Sam McWhorter, PE	Senior Drainage Engineer	520	@	$49.42	$25,699.96
Jean Fares	Senior Traffic Engineer	112	@	$65.18	$7,300.16
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MULTIPLIERS

OVERHEAD @	154.79%	(of Total Direct Labor)	$526,164.86
PAYROLL ADDITIVES @	37.20%	(of Total Direct Labor)	$126,450.89
		TOTAL MULTIPLIERS	$652,615.75

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Utility Potholing	15	Each		$1,500.00	$22,500.00
Reproduction	1	LS		$10,000.00	$10,000.00
Deliveries	1	LS	@	$4,000.00	$4,000.00
3 day VA subconsultant (TBD)	1	LS		$45,000.00	$45,000.00
Office Expense	1	LS	@	$22,000.00	$22,000.00
				TOTAL OTHER DIRECT EXPENSES	$103,500.00

OUTSIDE SERVICES

COMPANY	TOTAL
LSA Associates, Inc.	$597,196.14
Geocon Consultants, Inc.	$62,930.10
Analytical Environmental Services	$102,742.89
Galvin Preservation Associates, Inc.	$9,978.38
Simon Wong Engineering	$54,656.49
KOA Corporation	$29,648.63
Willtec	$10,300.00
The Tait Group, Inc.	$48,000.00
TOTAL OUTSIDE SERVICES	$915,452.63

FEES

KIMLEY-HORN AND ASSOCIA'	10.00%	(of Total Direct Labor + Total Multipliers)	$99,253.75
OUTSIDE SERVICES @		(of Total Labor + Total Multiplier for Outside Service	
		TOTAL FEES	$99,253.75
		TOTAL COST	**$2,110,743.86**

COMPANY:	SCOPE OF WORK	DATE:	REV:
LSA Associates, Inc.	Environmental	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning Bypass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Lyn Calerdine	Principal	647	@	$56.45	$36,523.15
	Principal	477	@	$58.84	$28,066.68
Grant Wilson	Senior Planner	820	@	$42.72	$35,030.40
	Staff Planner	460	@	$29.81	$13,712.60
	Cultural Principal			$58.84	
	Cultural Staff			$26.23	
	Bio Principal	11	@	$58.84	$647.24
Denise Woodard	Bio Associate	486	@	$38.10	$18,516.60
Jodi Ross	Bio PM	660	@	$28.90	$19,074.00
	AQ Principal	15	@	$58.84	$882.60
	AQ Staff	150	@	$39.79	$5,968.50
	Word Processor	476	@	$28.70	$13,661.20
	Graphics	443	@	$32.96	$14,601.28
Ambrish Mukherjee	Sr. Transportation Planner	140	@	$30.79	$4,310.60
Sandipan Bhattacharjee	Associate	20	@	$42.61	$852.20
Sean McAtee	Associate	20	@	$40.56	$811.20

TOTAL HOURS 4825 TOTAL DIRECT LABOR $192,658.25

MULTIPLIERS

ESCALATION @		(Rate)	
OVERHEAD @	74.47%	(of Total Direct Labor + Escalation)	$143,472.60
PAYROLL ADDITIVES @	90.34%	(of Total Direct Labor + Escalation)	$174,047.46

TOTAL MULTIPLIERS $317,520.06

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reimburseables	1	LS	$10,000.00	$10,000.00
Kangaroo Rat Trap Sessions	2	EA	$13,000.00	$26,000.00

TOTAL OTHER DIRECT EXPENSES $36,000.00

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)	$51,017.83
OUTSIDE SERVICES @	10.00%	(of Total Labor + Total Multiplier for Outside Services	

TOTAL FEES $51,017.83

TOTAL COST $597,196.14

COMPANY:	SCOPE OF WORK	DATE:	REV:
Geocon Consultants, Inc.	Geotechnical/Hazardous Materials	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning Bypass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
	Senior Geologist / Engineer	224	@	$40.00	$8,960.00
	Project Geologist / Engineer	100	@	$31.50	$3,150.00
	Staff Geologist / Engineer	88	@	$28.00	$2,464.00
	Drafting	36	@	$25.00	$900.00
	Word Processor / Admin	16	@	$24.00	$384.00
	TOTAL HOURS	464		TOTAL DIRECT LABOR	$15,858.00

MULTIPLIERS

ESCALATION @	(Rate)		
OVERHEAD @	86.33% (of Total Direct Labor + Escalation)	$13,690.21	
PAYROLL ADDITIVES @	76.40% (of Total Direct Labor + Escalation)	$12,115.51	
		TOTAL MULTIPLIERS	$25,805.72

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Driller	1	ea	@	$8,000.00	$8,000.00
Seismic Refraction Survey	1	ea	@	$5,000.00	$5,000.00
Laboratory Testing	1	ea	@	$3,000.00	$3,000.00
ODC - Database Report	1	ea	@	$1,100.00	$1,100.00
				TOTAL OTHER DIRECT EXPENSES	$17,100.00

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		
GEOCON CONSULTANTS, INC	10.00% (of Total Direct Labor + Total Multipliers)	$4,166.37	
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Servic		
		TOTAL FEES	$4,166.37
		TOTAL COST	**$62,930.10**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Analytical Environmental Services	Tribe/BIA/Cultural Resources	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning By Pass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
	Principal II	88	@	$100.00	$8,800.00
	Project Manager	168	@	$50.00	$8,400.00
	Analyst	80	@	$40.00	$3,200.00
	Archeologist	310	@	$40.00	$12,400.00
	Graphics Designer			$40.00	
	Administrative Staff	112	@	$25.00	$2,800.00
	Proj Mngr/Arch	108	@	$50.00	$5,400.00
	TOTAL HOURS	866		TOTAL DIRECT LABOR	$41,000.00

MULTIPLIERS

ESCALATION @	(Rate)		
OVERHEAD @	44.85% (of Total Direct Labor + Escalation)	$18,388.50	
PAYROLL ADDITIVES @	72.54% (of Total Direct Labor + Escalation)	$29,741.40	
		TOTAL MULTIPLIERS	$48,129.90

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
GPS	1	LS	@	$200.00	$200.00
Travel	1	LS	@	$2,000.00	$2,000.00
Record Search	1	LS	@	$2,000.00	$2,000.00
Copies/Postage	1	LS	@	$500.00	$500.00
				TOTAL OTHER DIRECT EXPENSES	$4,700.00

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		
ANALYTICAL ENVIRONMENTA	10.00% (of Total Direct Labor + Total Multipliers)	$8,912.99	
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Servic		
		TOTAL FEES	$8,912.99
		TOTAL COST	**$102,742.89**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Simon Wong Engineering	Bridge Engineering Services	1/25/2010	1

Fee Proposal Summary

Sunset Avenue/UP Grade Separation

MILESTONE/PHASE/PROJ SUMMARY: D

All Phases

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
	Project Manager	49	@	$70.20	$3,439.80
	Senior Engineer	96	@	$61.20	$5,875.20
	Associate Engineer	190	@	$37.77	$7,176.30
	Assistant Engineer			$32.41	
	Senior Technician	48	@	$54.00	$2,592.00
	Principal Engineer		@	$91.99	
	Engineering Intern		@	$20.00	

TOTAL HOURS 383 TOTAL DIRECT LABOR $19,083.30

MULTIPLIERS

ESCALATION @		(Rate)	
OVERHEAD @	159.42%	(of Total Direct Labor + Escalation)	$30,422.60
PAYROLL ADDITIVES @		(of Total Direct Labor + Escalation)	

TOTAL MULTIPLIERS $30,422.60

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction & Delivery Costs	1	LS	$200.00	$200.00

TOTAL OTHER DIRECT EXPENSES $200.00

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)	
SIMON WONG ENGINEERING	10.00%	(of Total Direct Labor + Total Multipliers)	$4,950.59
OUTSIDE SERVICES @		(of Total Labor + Total Multiplier for Outside Services)	

TOTAL FEES $4,950.59

TOTAL COST $54,656.49

COMPANY:	SCOPE OF WORK	DATE:	REV:
The Tait Group, Inc.	Caltrans Processing	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning Bypass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
David Tait	Project Advocate/Strategy Consultant	200	@	$240.00	$48,000.00

TOTAL HOURS 200 TOTAL DIRECT LABOR $48,000.00

MULTIPLIERS

ESCALATION @	(Rate)
OVERHEAD @	(of Total Direct Labor + Escalation)
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)

TOTAL MULTIPLIERS

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT

TOTAL OTHER DIRECT EXPENSES

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)
THE TAIT GROUP, INC. @	(of Total Direct Labor + Total Multipliers)
OUTSIDE SERVICES @	(of Total Labor + Total Multiplier for Outside Services)

TOTAL FEES

TOTAL COST $48,000.00

COMPANY:	SCOPE OF WORK	DATE:	REV:
KOA Corporation	QA/QC	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning Bypass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Mujib Ahmed	PM-QA/QC	4	@	$81.50	$326.00
	Senior Engineer	100	@	$50.00	$5,000.00
George Ghossain	Senior Planner	50	@	$53.00	$2,650.00
Ming Guan	Associate Engineer	60	@	$35.00	$2,100.00
	TOTAL HOURS	214		TOTAL DIRECT LABOR	$10,076.00

MULTIPLIERS

ESCALATION @		(Rate)	
OVERHEAD @	112.50%	(of Total Direct Labor + Escalation)	$11,335.50
PAYROLL ADDITIVES @	55.00%	(of Total Direct Labor + Escalation)	$5,541.80
		TOTAL MULTIPLIERS	$16,877.30

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
report Reproduction, printing, UPS, traveling	1	LS		
			TOTAL OTHER DIRECT EXPENSES	

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	
KOA CORPORATION @	10.00%	(of Total Direct Labor + Total Multipliers)	$2,695.33
OUTSIDE SERVICES @	10.00%	(of Total Labor + Total Multiplier for Outside Service	
		TOTAL FEES	$2,695.33
		TOTAL COST	**$29,648.63**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Galvin Preservation Associates, Inc.	Tech Studies	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning By Pass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
	Project Director	8	@	$52.88	$423.04
	Principal Architect Historian			$48.08	
	Sr. Environ Planner/PM	10	@	$43.27	$432.70
	Assoc. Environ Planner	36	@	$32.19	$1,158.84
	Assoc. Architect Historian			$28.13	
	Architec Historian I	10	@	$18.50	$185.00
	Sr. Biologist	10	@	$30.36	$303.60
	Assoc. Biologist	30	@	$31.25	$937.50
	Sr. Specialists - GIS			$30.36	
	Specialists - GIS			$32.19	
	Admin I	8	@	$17.50	$140.00
	TOTAL HOURS	112		TOTAL DIRECT LABOR	$3,580.68

MULTIPLIERS

ESCALATION @	(Rate)		
OVERHEAD @	101.12%	(of Total Direct Labor + Escalation)	$3,620.78
PAYROLL ADDITIVES @	49.68%	(of Total Direct Labor + Escalation)	$1,778.88
		TOTAL MULTIPLIERS	$5,399.67

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Repro, mileage, delivery, etc.	1	ea	@	$100.00	$100.00
				TOTAL OTHER DIRECT EXPENSES	$100.00

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)		
GALVIN PRESERVATION ASS	10.00%	(of Total Direct Labor + Total Multipliers)	$898.03
OUTSIDE SERVICES @	10.00%	(of Total Labor + Total Multiplier for Outside Services)	
		TOTAL FEES	$898.03
		TOTAL COST	**$9,978.38**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Wiltec	Traffic Counts	1/10/2012	1
Fee Proposal Summary		MILESTONE/PHASE/PROJ SUMMARY: D	
I-10 Banning By Pass		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
	Engineer	15	@	$150.00	$2,250.00
	Sr. Project Manager	15	@	$100.00	$1,500.00
	PM/Assoc. Engineer			$80.00	
	Field Technician	120	@	$47.50	$5,700.00
	Admin Assistant	20	@	$42.50	$850.00
			TOTAL HOURS	170	TOTAL DIRECT LABOR $10,300.00

MULTIPLIERS

ESCALATION @	(Rate)
OVERHEAD @	(of Total Direct Labor + Escalation)
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)

TOTAL MULTIPLIERS

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT

TOTAL OTHER DIRECT EXPENSES

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
WILTEC @	(of Total Direct Labor + Total Multipliers)
OUTSIDE SERVICES @	(of Total Labor + Total Multiplier for Outside Servic

TOTAL FEES

TOTAL COST $10,300.00

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc.	Project Summary	1/10/2012	1
Fee Proposal Summary	Date: 1/9/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Benning Bypass		All Phases	

Kimley-Horn and Associates, Inc. Summary

TASK																		TOTAL
Phase 1 Subtotal	617	1,062	138		520	112	440	720	1,806	956	412	525	169			40		7,519
Phase 2 Subtotal																		
Phase 3 Subtotal																		
Phase 4 Subtotal																		
Totals	617	1,062	138		520	112	440	720	1,806	956	412	525	169			40		7,519

LSA Associates, Inc. Summary

																		TOTAL
	647	477	820	460			11	486	660	15	150	476	443	140	20	20		4,825

Geocon Consultants, Inc. Summary

																		TOTAL
	224	100	68	36	16													464

Analytical Environmental Services Summary

																		TOTAL
	88	168	60	310		112	108											866

Simon Wong Engineering Summary

																		TOTAL
	49	96	190		48													383

The Tait Group, Inc. Summary

																		TOTAL
	200																	200

KOA Corporation

																		TOTAL
	4	100	50	60														214

Galvin Preservation Associates, Inc.

	8		10	36		10	10	30			8							112

Wiltec

	15	15		120	20													170

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc	Preliminary Engineering/Environmental	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass		Phase 1	

TASK	Project Manager	Senior Engineer	QC/ Senior Engineer		Senior Drainage Engineer	Senior Traffic Engineer	Professional II	Professional I	Junior Professional	Analyst	CADD Designer	Admin Support	Senior Landscape Architect			Senior Noise Specialist		TOTAL
Total Manhours	617	1,062	138		520	112	440	720	1,806	958	412	525	169			40		**7,519**
ARTICLE AII - PROJECT ADMINISTRATION																		
A. Project Management																		
Project Management Services	192	96								48		48						384
B. Budgeting																		
Project Budgeting	36											8						44
C. Cost Accounting																		
Project Cost Accounting	12	24										96						132
D. Scheduling																		
Project Scheduling & Monthly Updates/Tracking	12	54																66
E. Progress Reporting																		
Monthly Progress Reports	12	48																60
F. Contract Administration																		
Contract Administration Services/Progress Meetings	48	48								48								144
Subtotal Hours	312	270								96		152						
Percent of Hours																		
Subtotal Dollars																		
Percent of Dollars																		
ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT																		
A. Research and Data Gathering		8							40	80								128
B. Project Development Team																		
PDT Mtgs/Prep/Minutes	72	144			48					50		48						362
Tribal/BIA Coord/Meeting Minutes	30	45			20					20		15						130
Focus Meetings (Land Owners/Stakholders)	12	16			10					10		8						56
Public Hearing Support	6	12			12					50		12						92

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc	Preliminary Engineering/Environmental	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass		Phase 1	

TASK	Project Manager	Senior Engineer	QC/ Senior Engineer		Senior Drainage Engineer	Senior Traffic Engineer	Professional II	Professional I	Junior Professional	Analyst	CADD Designer	Admin Support	Senior Landscape Architect			Senior Noise Specialist		TOTAL
C. Right of Entry	2	8							40			4						54
D. Design Surveys		4							40									44
E. Preliminary Drainage Report	2	14	12		250				350	120		50						798
Location Hydraulic Study Form					10				20			6						36
Floodplain Evaluation Report Form					10				20			6						36
F. Water Quality Analysis Report (WQAR)	2	10	8		100				200	40		20						380
G. Preliminary Geotechnical Report																		
Geotech Support		8							16									24
H. Planning Studies																		
Traffic Model Post Processing	4	8	6			20	80		100			20						238
Traffic Operations Analysis	4	16	12			40	100	120	120			40						452
Screening Analysis	6	12	10					30	80	20	20							178
Geometric Alternatives	8	30	20					80	240	60	80							518
Constructability Review	6	8			8	6		8	12	6	8	6						68
Environmental Impact Coord	12	60			6	6		12			40							136
Right-of-Way Constraint Coord	4	6						8	12	6	6							42
Preliminary Cost Estimates	4	14	12		6			60	40	80		8						224
Truck Bypass Evaluation	4	8	6				20	40		20	16	6						120
I. Environmental																		
Noise Study Report	2	4						110		40						40		196
Visual Analysis/Prelim Concept Plans	2	8					160			200		30	169					569
Preliminary Coordination/PES/Field Review	8	16							24									48
EIR/EA Review	12	20	20															52

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc	Preliminary Engineering/Environmental	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	**MILESTONE/PHASE/PROJECT SUMMARY:**	
I-10 Banning Bypass		Phase 1	

TASK	Project Manager	Senior Engineer	QC/ Senior Engineer		Senior Drainage Engineer	Senior Traffic Engineer	Professional II	Professional I	Junior Professional	Analyst	CADD Designer	Admin Support	Senior Landscape Architect			Senior Noise Specialist		TOTAL
Public Hearings (scoping/hearing)	24	24						20			40							108
Purpose and Need	16	16																32
Project Description	16	16																32
J. Technical Report																		
Draft PRE	9	63	10					40	60		20	20						222
Final PRE	8	40	6					20	40		10	10						134
K. Geometric Approval Drawings (GADs)	4	12	6					20	60	20	10							132
L. Geotechnical Design Reports																		
M. Right of Way Mapping and Acquisition	4	16	2					12	40		20							96
Agreements		40								40		20						100
N. Agreements																		
O. Utility Coordination	12	60	6					100	240		120	40						578
P. Miscellaneous Design Support																		
Design Exceptions	2	8	2					40	12		6	4						74
Value Engineering (3 day)	8	16			40	40	80				16							200
Subtotal Hours	305	792	138		520	112	440	720	1,806	862	412	373	169			40		

COMPANY:						SCOPE OF WORK						DATE:	REVISION:
LSA Associates, Inc						Environmental						1/10/2012	1
Fee Proposal Summary						Date: 1/6/2012						MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass												All Phases	

TASK																		TOTAL
Total Manhours	647	477	820	460			11	486	660	15	150	476	443	140	20	20		**4,825**
Project Management	150	75	10	10								10	10					**265**
PES-Environmental	35	20	30									10	10					**105**
Cultural Resource Tasks/Paleontology Report	10	30	140									30	30					**240**
Biological Resources Tasks																		
Jurisdiction Determination	4							80	100			10	24					**218**
Owl Surveys	4							64	116			8	16					**208**
Plant Suveys	4								142			8						**154**
DBESP	4							100	76			16	32					**228**
Prepare NES	6						6	150	150			20	70					**402**
MSHCP = Coordination with Conservation Agencies	20	20					5	92	76			30	32					**275**
Air Quality Tasks	10	5								15	150	40	10					**230**
Traffic Tasks														140	20	20		**180**
Community Impact Assessment	15	20	80	50								24	24					**213**
Environmental Document Prep																		
Purpose and Need	25	10	25									10	10					**80**
Project Description	25	10	25									10	15					**85**
Prepare First Screencheck EIR/EA	150	150	250	150								160	40					**900**
Prepare Second Screencheck EIR/EA	40	32	70	70								20	20					**252**
Prepare Final Draft EIR/EA	40	30	70	70								20	20					**250**
Circullate ED	10	5	10	10								10	20					**65**
Prepare Final EIR/EA	40	30	50	50								20	20					**210**
Revise Final EIR/EA	40	30	50	50								20	20					**210**
Public Meetings (Scoping/Hearing)	15	10	10										20					**55**

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Geocon Consultants, Inc	Geotechnical/Hazardous Materials	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass		All Phases	

TASK	Sr. Geologist/ Engineer	Project Geologist/Engr	Staff Geologist/Eng	Drafting	Word Processor/Admin								TOTAL
Total Manhours	224	100	88	36	16								**464**
A-1: Exploration Plan Approval	10				2								**12**
A-2: Borings for Preliminary GDR (approx 20 shallow borings assumed)	8	30											**38**
A-3: Seismic Refraction Survey for Preliminary GDR (Approx 4-6 survey lines assumed)	20												**20**
A-4: Laboratory Testing for Preliminary GDR													
A-5: Preliminary GDR	78	40	20	16	4								**158**
A-6: PFR (or SPGR, approx. 4 assumed)	80	20	20	10	4								**134**
B-1: Project Setup/Project Management	10				2								**12**
B-2: Site Recon	8		8										**16**
B-3: Reporting	10	10	40	10	4								**74**

COMPANY:						SCOPE OF WORK										DATE:	REVISION:
Analytical Environmental Services						Tribe/BIA/Cultural Resources										1/10/2012	1
Fee Proposal Summary						Date: 1/6/2012										MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass																All Phases	

TASK	Principal II	Project Manager	Analyst	Archaeologist	Graphics Designer	Administrative Staff	Proj Mngr/Arch										TOTAL
Total Manhours	88	168	80	310		112	108										866
Morongo/BIA Coordination																	
Project Initiation	10	10				5											25
Tribal & BIA Mtgs/Prep (10)	40	80	60	80		30											290
Tribal & BIA Conf Calls (5)	20	24	20	20		10											94
Meeting Minutes (by KHA)																	
Project Management	10	30				5											45
Cultural Resources Documentation																	
Literature Search				8													8
Cultural Field Surveys				112			40										152
DPR Forms				24		2	2										28
Tribal Consultation Letters				6													6
Preparation of Admin Draft Archaeological Survey Report / Historic Property Survey Report				58		58	48										164
Internal Review of ASR and HPSR	8	20															28
Revise Report based on comments from Caltrans and County		4		2		2	2										10
Assistance with SHPO Consultation							16										16

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Simon Wong Engineering	Bridge Engineering Services	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass		All Phases	

Task	Project Manager	Senior Engineer	Associate Engineer	Assistant Engineer	Senior Technician	Principal Engineer	Engineering Intern											TOTAL
Total Manhours	49	96	190		48													383
COORDINATION																		
Meetings (2) and Site Visit	12	12																24
Site Coordination	4	8																12
Geotechnical Coordination		2	2															4
Hydraulics Coordination		2	2															4
SMITH CREEK CROSSING NO. 1 BRIDGE ADVANCE PLANNING STUDY																		
Design Coordination	1	4	2															7
Evaluation of Structure Types	1	8	2															11
Advance Planning Study	8	10	50		16													84
Cost Estimate	1	2	8															11
SMITH CREEK CROSSING NO. 2 BRIDGE ADVANCE PLANNING STUDY																		
Design Coordination	1	4	2															7
Evaluation of Structure Types	1	8	2															11
Advance Planning Study	8	10	50		16													84
Cost Estimate	1	2	8															11
SAN GORGONIO RIVER CROSSING NO. 1 (OPTION NO. 1) BRIDGE ADVANCE PLANNING STUDY																		
Design Coordination	1	4	2															7
Evaluation of Structure Types	1	8	2															11
Advance Planning Study	8	10	50		16													84
Cost Estimate	1	2	8															11

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
The Tait Group, Inc.	Caltrans Processing	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass		All Phases	

TASK	Project Administration																	TOTAL
Total Manhours	200																	200
Agency Coordination	200																	200

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
KOA Corporation	QA/QC	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass		All Phases	

TASK	PM QA/QC	Senior Engineer	Senior Planner	Associate Engineer														TOTAL
Total Manhours	4	100	50	60														214
QA/QC	4	100	50	60														214

COMPANY:		SCOPE OF WORK		DATE:	REVISION:
Galvin Preservation Associates, Inc.		Tech Studies		1/10/2012	1
Fee Proposal Summary		Date: 1/6/2012		MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass				All Phases	

TASK	Project Director	Principal Architect	Sr. Environ. Planner/PM	Assoc. Environ.	Assoc. Architect	Architec Historian I	Sr. Biologist	Assoc. Biologist	Sr. Specialists - GIS	Specialists - GIS	Admin I							TOTAL
Total Manhours	8		10	36		10	10	30			8							112
Environmental Study Support	8		10	36		10	10	30			8							112

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Wiltec	Traffic Counts	1/10/2012	1
Fee Proposal Summary	Date: 1/6/2012	MILESTONE/PHASE/PROJECT SUMMARY:	
I-10 Banning Bypass		All Phases	

TASK	Engineer	Sr. Project Manager	PM/Assoc. Engineer	Field Technician	Admin. Assistant												TOTAL
Total Manhours	15	15		120	20												170
Traffic Counts	15	15		120	20												170