

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

816 A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
September 16, 2015

**SUBJECT:** Approval of the Engineering Services Agreement with Michael Baker International, Inc. to Perform Preliminary Engineering for the Rancho California Roundabout Corridor Project in the Temecula Valley Wine Country Area. 3<sup>rd</sup> District; [\$545,595]; Local Funds 100%

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

1. Authorize the use of the West County Developer Impact Fee (DIF) Signal Mitigation Fund, including modifications to the DIF signal project list, for preliminary engineering services for roundabouts at the intersections of Rancho California Road with La Serena Way, Calle Contento, Monte De Oro Road, Glenoaks Road, and for the general roundabout corridor planning including adjacent intersections; and
2. Approve the attached Engineering Services Agreement with Michael Baker International, Inc. to perform preliminary engineering in the amount of \$495,995 for the Rancho California Roundabout Corridor Project in the Temecula Valley Wine Country area; and

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]*  
DATE: 11/3/15  
GREGORY P. PRAMOS

Departmental Concurrence

*[Signature]*

Patricia Romo  
Assistant Director of Transportation

*[Signature]*

Juan C. Perez  
Director of Transportation and Land Management

| FINANCIAL DATA         | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT<br>(Per Exec. Office)  |
|------------------------|----------------------|-------------------|-------------|---------------|---|
| <b>COST</b>            | \$ 109,119           | \$ 436,476        | \$ 545,595  | \$ 0          | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| <b>NET COUNTY COST</b> | \$ 0                 | \$ 0              | \$ 0        | \$ 0          |   |

**SOURCE OF FUNDS:** West County DIF Signal Mitigation Fund (100%).  
There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 15/16 to 16/17

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

APPROVE

BY: *[Signature]*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**Prev. Agn. Ref.:** 03/11/2014, Item 3-28 | **District:** 3 | **Agenda Number:**

**3-24**

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

**FORM 11:** Approval of the Engineering Services Agreement with Michael Baker International, Inc. to Perform Preliminary Engineering for the Rancho California Roundabout Corridor Project in the Temecula Valley Wine Country Area. 3<sup>rd</sup> District; [\$545,595]; Local Funds 100%

**DATE:** September 16, 2015

**PAGE:** 2 of 3

3. Authorize the Chairman of the Board to execute the same; and
4. Authorize the Director of Transportation and Land Management, or his designee, to approve additional services as may be necessary up to an amount not to exceed 10% of the original contract amount.

**BACKGROUND:**

**Summary**

The Riverside County (County) Board of Supervisors (Board) adopted the Wine Country Community Plan, Program Environmental Impact Report (EIR), and Temecula Valley Wine Country Design Guidelines on March 11, 2014 (Agenda Item 3-28).

Through the Wine Country Community Plan process, roundabouts were identified for implementation at five intersections along Rancho California Road. The roundabouts are intended to retain the unique rural character of the wine country region, while accommodating future traffic volumes, providing traffic calming, and increasing public safety.

The proposed four-mile Rancho California Road roundabout corridor is located between Butterfield Stage Road and Glenoaks Road, with roundabouts planned at the intersections of La Serena Way, Calle Contento, Anza Road, Monte De Oro Road, and Glenoaks Road. The roundabout at Anza Road was the first to be constructed and opened for public use in 2012.

The Transportation Department intends to perform preliminary engineering for the four remaining roundabouts, including the development of geometric layouts and the identification of ultimate right-of-way needs for the roundabouts. This analysis will allow for the preservation of right-of-way as new development projects along Rancho California Road corridor are reviewed and conditionally approved by the County, thereby, reducing the cost of building future roundabouts. Final construction drawings will continue to be developed for each roundabout at the time that construction funding is identified; amendments to this agreement for final engineering would be returned at such time to the Board for approval.

A Request for Qualifications (RFQ) for preliminary engineering, environmental, and final design services for the Rancho California Road Roundabout Corridor Project was published on the Transportation Department's website, American Society of Civil Engineers' website, and the Press Enterprise newspaper. Five firms submitted Statements of Qualifications (SOQ), which were carefully reviewed and evaluated by representatives of the Transportation Department. The top three firms were selected for interviews. Based on final scored results, RBF Consulting with a team of subconsultants was selected as the most qualified firm to perform the preliminary engineering, environmental, and final design services for the project. RBF Consulting has since been acquired by and changed names to Michael Baker International, Inc.; however, there has been no change to the key personnel identified in their SOQ who will be working on this project.

The County negotiated the scope of work and staff billing rates with Michael Baker International, Inc. for the total contract fee of \$495,995. No General Funds will be used.

Project No. C3-0069

**Impact on Residents and Businesses**

The roundabouts along the Rancho California Road corridor will allow vehicular, equestrian, bicycle and pedestrian traffic to navigate through the intersections more efficiently and safely, while supporting the rural wine country theme of the region.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the Engineering Services Agreement with Michael Baker International, Inc. to Perform Preliminary Engineering for the Rancho California Roundabout Corridor Project in the Temecula Valley Wine Country Area. 3<sup>rd</sup> District; [\$545,595]; Local Funds 100%

**DATE:** September 16, 2015

**PAGE:** 3 of 3

The Federal Highway Administration (FHWA) reports that roundabouts have the benefit of lower overall delay in travel time for motorists than signalized and all-way stop-controlled intersections. Using a system of roundabouts rather than traffic signals will maximize mobility while keeping Rancho California Road at two lanes to maintain its rural character. Vehicles not having to wait at traffic signals or stop signs translate into the added benefit of reduced vehicle emissions.

The FHWA further reports that roundabouts enhance safety compared with signalized intersections. The most comprehensive and recent study showed overall reductions of 35 percent in total collisions, 76 percent in injury collisions, and above 90 percent in fatality collisions.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Engineering services up to the amount of \$545,595, \$495,995 plus a 10% contingency will be funded through West County Development Impact Fee (DIF) Signal Mitigation funds, since the roundabouts will replace traditional traffic signals. The preliminary engineering work is anticipated to begin in FY 2015/2016 and end in FY 2016/2017. There are no General Funds used in this project.

**Contract History and Price Reasonableness**

The County negotiated the scope of work and staff billing rates extensively with Michael Baker International, Inc. to arrive at the resulting contract fee.

**ATTACHMENTS**

Vicinity Map  
Certification of Incumbency/Merger Information  
Engineering Services Agreement





Certification of Incumbency

Michael Baker International, Inc.

The undersigned, as an Assistant Corporate Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Corporation"), does hereby certify that the following person held the position indicated below and that on the date of this certificate he was authorized to execute documents on behalf of the Corporation under Six Million Dollars (\$6,000,000).

| Title          | Name          |
|----------------|---------------|
| Vice President | Darin Johnson |

IN WITNESS WHEREOF, this Delegation of Authority shall remain in effect until 12/31/15, unless sooner revoked by me.

By: Mark Cappos 7/1/15  
Date

Name: Mark Cappos

Title: Assistant Secretary



01299440

FILED  
Secretary of State  
State of California

JUL 01 2015

1 cc

0423965 OUT

AGREEMENT AND PLAN OF MERGER  
OF  
RBF CONSULTING (a California corporation);  
AND  
THE LPA GROUP, LLC (a South Carolina limited liability company);  
WITH AND INTO  
MICHAEL BAKER INTERNATIONAL, INC.  
(a Pennsylvania corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger") is made and entered into as of the 1<sup>st</sup> day of July, 2015, by and among Michael Baker International, Inc. (f/k/a Michael Baker Jr., Inc.), a Pennsylvania corporation (the "Corporation"), RBF Consulting, a California corporation and The LPA Group, LLC, a South Carolina limited liability company (collectively the "Merging Entities").

RECITALS

WHEREAS, the Board of Directors of the Corporation deems it advisable and in the best interests of the Corporation and its shareholder that the Merging Entities be merged with and into the Corporation (the "Merger") upon the terms and conditions set forth herein and in accordance with the Pennsylvania Business Corporation Law of 1988 (the "BCL"), the General Corporation Law of California ("CGCL") and the South Carolina Code of Laws ("SC Code"); and

WHEREAS, the sole stockholder / member of each of the Merging Entities, respectively, and the sole shareholder of the Corporation have reviewed and approved this Plan of Merger.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Merger. On the terms and subject to the conditions contained in this Plan of Merger, the Merging Entities shall be merged with and into the Corporation, and the separate legal existence of each of the Merging Entities shall thereupon cease and the Corporation shall continue as the surviving entity under the name "Michael Baker International, Inc." and shall continue to be governed by the laws of the Commonwealth of Pennsylvania (the "Merger").
2. Effective Time. The effective time of the Merger contemplated and provided for herein shall be 11:59 p.m., July 1, 2015 (the "Effective Time").
3. Articles of Incorporation; Bylaws. From and after the Effective Time, the Articles of Incorporation and the Bylaws of the Corporation, each as amended to date, shall be the Articles of Incorporation and Bylaws of the surviving corporation.
4. Officers and Directors of the Surviving Corporation. From and after the Effective Time, the officers and directors of the Corporation prior to the Merger shall be the officers and directors of the surviving corporation.

5. Conversion of Capital Stock. At the Effective Time, the shares of the Merging Entities' common stock issued and outstanding immediately prior to the Effective Time shall, without any action on the part of the holders thereof or the Merging Entities, be canceled without consideration and retired, and the certificates evidencing ownership thereof shall provide the holder with no rights or privileges.

6. Articles of Merger. Prior to the Effective Time, the parties hereto shall file or cause to be filed (a) articles of merger with the Secretary of State of the Commonwealth of Pennsylvania in accordance with the PCL, (b) a certificate of merger with the Secretary of State of the State of California in accordance with the provisions of the CGCL; and (c) articles of merger with the Secretary of State of the State of South Carolina in accordance with the SC Code.

7. Rights and Liabilities of Surviving Entity. From and after the Effective Time, subject to the terms of this Plan of Merger, all rights, privileges and powers of Merging Entities and all property, real, personal and mixed, and all debts due to Merging Entities as well as all other things and causes of action belonging to Merging Entities shall be vested in the Corporation, as the surviving entity, and shall thereafter be the property of the Corporation as if it were the party thereto, and the title to any real property vested by deed or otherwise in Merging Entities shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Corporation as the surviving entity; subject to the terms of this Plan of Merger, all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time; subject to the terms of this Plan of Merger, all debts, liabilities and duties of the respective parties hereto shall henceforth attach to the Corporation, as the surviving entity, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

8. Further Acts. The Corporation and the Merging Entities are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute and deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger provided for herein.

9. Termination. Notwithstanding the full approval and adoption of this Plan of Merger, this Plan of Merger may be terminated with the consent of all parties hereto at any time prior to the filings referenced in Section 6 hereof.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to any conflicts of laws principals which would cause the substantive law of another jurisdiction to apply.

11. Counterparts. This Plan of Merger may be executed and delivered in multiple counterparts, and by the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of counterparts via facsimile transmission or via email with scan attachment shall be effective as if originals thereof were delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

**THE CORPORATION:**

**MICHAEL BAKER INTERNATIONAL, INC.**  
a Pennsylvania Corporation

By: H. James McKnight

Name: H. James McKnight

Title: Executive Vice President, Chief Legal Officer & Corporate Secretary

**THE MERGING ENTITIES:**

**RBF CONSULTING**  
a California Corporation

By: H. James McKnight

Name: H. James McKnight

Title: Executive Vice President, Chief Legal Officer & Corporate Secretary

**THE LPA GROUP, LLC**  
a South Carolina limited liability company

By: H. James McKnight

Name: H. James McKnight

Title: Executive Vice President, Chief Legal Officer & Corporate Secretary



OFFICER'S CERTIFICATE  
Michael Baker International, Inc.

I H. James McKnight hereby certify that:

1. I am the Executive Vice President, Chief Legal Officer & Corporate Secretary of Michael Baker International, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

| <u>Class</u> | <u>Total No. of Shares Entitled to Vote</u> |
|--------------|---|
| Common Stock | one (1) share                               |

3. The principal terms of the agreement of merger in the form attached were approved by the shareholders of this corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the agreement of merger.

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

| <u>Class</u> | <u>Minimum Percentage Vote</u> |
|--------------|--------------------------------|
| Common Stock | 50.1%                          |

I further declare under penalty of perjury under the laws of the State of California under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: July 1, 2015

By: H. James McKnight

Name: H. James McKnight

Title: Executive Vice President, Chief Legal Officer & Corporate Secretary

OFFICER'S CERTIFICATE  
RBF Consulting

I H. James McKnight hereby certify that:

1. I am the Executive Vice President, Chief Legal Officer & Corporate Secretary of RBF Consulting, a corporation duly organized and existing under the laws of the state of California.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

| <u>Class</u> | <u>Total No. of Shares Entitled to Vote</u> |
|--------------|---|
| Common Stock | 987,409                                     |

3. The principal terms of the agreement of merger in the form attached were approved by the shareholders of this corporation by the unanimous vote of all of the issued and outstanding shares of capital stock of the corporation.

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

| <u>Class</u> | <u>Minimum Percentage Vote</u> |
|--------------|--------------------------------|
| Common Stock | 100%                           |

I further declare under penalty of perjury under the laws of the State of California under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.


DATE: July 1, 2015

By: H. James McKnight

Name: H. James McKnight

Title: Executive Vice President,  
Chief Legal Officer &  
Corporate Secretary

01299440

|  <b>State of California<br/>Secretary of State</b>   |                                  | OBE MERG   |   |                               |      |   |  |                  |                              |                                |      |
|---|----------------------------------|--|---|-------------------------------|------|---|--|------------------|------------------------------|--------------------------------|------|
| <b>Certificate of Merger</b><br>(California Corporations Code sections 1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)  |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| <b>IMPORTANT — Read all instructions before completing this form.</b>   |                                  |  | This Space For Filing Use Only  |                               |      |   |  |                  |                              |                                |      |
| 1. NAME OF SURVIVING ENTITY<br>Michael Baker International, Inc.  | 2. TYPE OF ENTITY<br>Corporation | 3. CA SECRETARY OF STATE FILE NUMBER<br>1003244  | 4. JURISDICTION<br>Pennsylvania   |                               |      |   |  |                  |                              |                                |      |
| 5. NAME OF DISAPPEARING ENTITY<br>RBF Consulting  | 6. TYPE OF ENTITY<br>Corporation | 7. CA SECRETARY OF STATE FILE NUMBER<br>C0423965 | 8. JURISDICTION<br>California   |                               |      |   |  |                  |                              |                                |      |
| 9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.) |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| <b>SURVIVING ENTITY</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">CLASS AND NUMBER</th> <th style="width: 50%;">AND PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>One (1) share of common stock</td> <td>100%</td> </tr> </tbody> </table>   |                                  | CLASS AND NUMBER                                 | AND PERCENTAGE VOTE REQUIRED  | One (1) share of common stock | 100% | <b>DISAPPEARING ENTITY</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">CLASS AND NUMBER</th> <th style="width: 50%;">AND PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>987,409 shares of common stock</td> <td>100%</td> </tr> </tbody> </table> |  | CLASS AND NUMBER | AND PERCENTAGE VOTE REQUIRED | 987,409 shares of common stock | 100% |
| CLASS AND NUMBER  | AND PERCENTAGE VOTE REQUIRED     |  |   |                               |      |   |  |                  |                              |                                |      |
| One (1) share of common stock   | 100%                             |  |   |                               |      |   |  |                  |                              |                                |      |
| CLASS AND NUMBER  | AND PERCENTAGE VOTE REQUIRED     |  |   |                               |      |   |  |                  |                              |                                |      |
| 987,409 shares of common stock  | 100%                             |  |   |                               |      |   |  |                  |                              |                                |      |
| 10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.<br><input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> This required vote of the shareholders of the parent party was obtained.  |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| 11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE NECESSARY CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.                  |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| 12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.<br>PRINCIPAL ADDRESS OF SURVIVING ENTITY _____ CITY AND STATE _____ ZIP CODE _____  |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| 13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.  |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| 14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.<br>Section 33-44-905 of the 1976 South Carolina Code of Laws, as amended   |                                  |  | 15. FUTURE EFFECTIVE DATE, IF ANY<br>(Month) _____ (Day) _____ (Year) _____ |                               |      |   |  |                  |                              |                                |      |
| 16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.   |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| 17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.  |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| <i>H. James McKnight</i><br>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY   |                                  | 7/1/15<br>DATE                                   |   |                               |      |   |  |                  |                              |                                |      |
| H. James McKnight, Exec VP & Secretary<br>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON   |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| <i>H. James McKnight</i><br>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY   |                                  | 7/1/15<br>DATE                                   |   |                               |      |   |  |                  |                              |                                |      |
| H. James McKnight, Exec VP & Secretary<br>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON   |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| <i>H. James McKnight</i><br>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY  |                                  | 7/1/15<br>DATE                                   |   |                               |      |   |  |                  |                              |                                |      |
| H. James McKnight, Exec VP & Secretary<br>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON   |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| <i>H. James McKnight</i><br>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY  |                                  | 7/1/15<br>DATE                                   |   |                               |      |   |  |                  |                              |                                |      |
| H. James McKnight, Exec VP & Secretary<br>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON   |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____   |                                  |  |   |                               |      |   |  |                  |                              |                                |      |
| OBE MERG-1 (REV 01/2015)  |                                  | APPROVED BY SECRETARY OF STATE                   |   |                               |      |   |  |                  |                              |                                |      |

**Addendum to California Certificate of Merger**

RBF Consulting, a California corporation and The LPA Group, LLC, a South Carolina limited liability company with and into Michael Baker International, Inc., a Pennsylvania corporation

**Additional Information**

**Additional Party to the Merger:**

| NAME OF DISAPPEARING ENTITY | TYPE OF ENTITY            | CA SECRETARY OF STATE FILE # | JURISDICTION   |
|-----------------------------|---------------------------|------------------------------|----------------|
| The LPA Group, LLC          | Limited Liability Company | N/A                          | South Carolina |

THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED.

**DISAPPEARING ENTITY**

The LPA Group, LLC

| <u>CLASS AND NUMBER</u>      | AND | <u>PERCENTAGE VOTE REQUIRED</u> |
|------------------------------|-----|---------------------------------|
| 1,000 shares of common stock |     | 50.1%                           |

The Agreement of Merger was approved by the unanimous vote of all of the issued and outstanding shares of capital stock of The LPA Group, LLC

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

THE LPA GROUP, LLC (Disappearing Entity)

By: H. James McKnight  
Name: H. James McKnight

July 1, 2015  
Date

Title: Executive Vice President,  
Chief Legal Officer &  
Corporate Secretary



I hereby certify that the foregoing transcript of 7 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUL 07 2015

Date: \_\_\_\_\_

*Alex Padilla*

ALEX PADILLA, Secretary of State



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

|   |   |  |  |
|---|---|--|--|
| Print or type<br>See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Michael Baker International, Inc.</b>   |  |  |
|   | 2 Business name/disregarded entity name, if different from above  |  |  |
|   | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) <b>5</b><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | 5 Address (number, street, and apt. or suite no.)<br><b>100 Airside Drive</b>   |  | Requester's name and address (optional)  |
|   | 6 City, state, and ZIP code<br><b>Moon Township, PA 15108</b>   |  |  |
|   | 7 List account number(s) here (optional)  |  |  |

|   |  |                        |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
|---|--|------------------------|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|----|--|--|--|--|--|--|--|--|--------------------------------|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|
| <b>Part I Taxpayer Identification Number (TIN)</b>  |  |                        |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.<br><br><b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td colspan="9" style="text-align: center;">or</td></tr> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px;">2</td><td style="width: 20px;">5</td><td style="width: 20px;">-</td><td style="width: 20px;">1</td><td style="width: 20px;">2</td><td style="width: 20px;">2</td><td style="width: 20px;">8</td><td style="width: 20px;">6</td><td style="width: 20px;">3</td></tr> <tr><td style="width: 20px;">8</td><td colspan="8"></td></tr> </table> | Social security number |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  | or |  |  |  |  |  |  |  |  | Employer identification number |  |  |  |  |  |  |  |  | 2 | 5 | - | 1 | 2 | 2 | 8 | 6 | 3 | 8 |  |  |  |  |  |  |  |  |
| Social security number  |  |                        |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
|   |  |                        |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| or  |  |                        |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| Employer identification number  |  |                        |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| 2   | 5  | -                      | 1 | 2 | 2 | 8 | 6 | 3 |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |
| 8   |  |                        |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |

|   |  |
|---|--|
| <b>Part II Certification</b>  |  |
| Under penalties of perjury, I certify that:   |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  |  |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and   |  |
| 3. I am a U.S. citizen or other U.S. person (defined below); and  |  |
| 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.   |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. |  |

|                  |  |                     |
|------------------|--|---------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <b>Mark Petrosky</b><br><small>Digitally signed by Mark Petrosky<br/>DN: cn=Mark Petrosky, o=Michael Baker Corp., ou=Accounting, email=mpetrosky@mbakercorp.com, ou=2 Date: 2015.06.29 11:54:05 -0400</small> | Date ▶ July 1, 2015 |
|------------------|--|---------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Contract No. \_\_\_\_\_  
Riverside County Transportation

## **ENGINEERING SERVICES AGREEMENT**

for

**Rancho California Road Roundabout Corridor Project**

between

**County of Riverside • Transportation Department**

and

**Michael Baker International, Inc.**



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**ENGINEERING SERVICES AGREEMENT**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Michael Baker International, Inc., a Pennsylvania corporation, hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92502

Michael Baker International, Inc.  
3536 Concoors Street, Suite 100  
Ontario, CA 91764

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:

Tim Haile

The COUNTY PROJECT MANAGER for COUNTY shall be:

Cathy Wampler

**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

1 "AGENCIES".

- 2 • Other Riverside County Departments
- 3 • Utility Companies
- 4 • U.S. Army Corp of Engineers (USACE)
- 5 • U.S. Fish and Wildlife Service (USFWS)
- 6 • California Department of Fish and Game (CDFG)
- 7 • Regional Water Quality Control Board (RWQCB)

8 **C. COUNTY/AGENCIES Standards**

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

12 **ARTICLE IV • CONDITIONS**

13 **A. Notifications**

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

19 **B. Assignment**

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

22 **C. Subcontracts**

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



1 as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance  
2 to name COUNTY as Additional Insured.

3 **D. Modifications**

- 4 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration  
5 or variation of the terms of this contract will be valid unless made in writing and signed by the parties  
6 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the  
7 parties hereto.
- 8 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor  
9 modifications may be: a shift of funds between tasks within a budget category; the shifting of work  
10 and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for  
11 minor modifications must be approved in writing by the Director of Transportation, or his designee, prior to  
12 implementing the change.
- 13 3. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT  
14 team without prior written approval by the COUNTY PROJECT MANAGER.
- 15 4. All modifications that do not fit within the definition of a minor modification to the contract shall be  
16 considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of  
17 Supervisors prior to implementing the major change.

18 **E. COUNTY Directives**

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

21 **F. Liability**

- 22 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans,  
23 specifications and estimates prepared for this PROJECT and shall check all such material accordingly.  
24 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of  
25 such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to  
26 any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve  
27 ENGINEER of its professional responsibilities or obligations under this contract.
- 28 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with  
29 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well

1 organized, technically and grammatically correct, checked and having the preparer and checker  
2 identified. The minimum standard of appearance, organization and contents shall be of similar types  
3 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use  
4 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by  
5 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on  
6 PROJECT.

- 7 5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of  
8 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the  
9 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 10 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are  
11 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were  
12 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work  
13 products if used on a different project without the written authorization or approval by ENGINEER.
- 14 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY  
15 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All  
16 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and  
17 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 18 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act  
19 in an independent capacity and not as officers, employees or agents of COUNTY.

20 **G. Indemnification and Defense**

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

1 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.

2 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
3 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
4 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
5 act or omission of ENGINEER.

6 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to  
7 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
8 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the  
9 performance of services under this contract. The duty to defend applies to any alleged or actual  
10 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall  
11 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is  
12 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or  
13 found to be actively negligent, unless the act or omission at issue was caused by the sole active  
14 negligence of Indemnitees.

15 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe  
16 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.

17 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
18 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
19 Code sections 2782 and 2782.8.

20 **H. Quality Control**

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

1 review shall be marked clearly as being fully checked and that the preparation of the material followed the  
2 quality control plan established for the work.

3 **I. Value Engineering**

4 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY  
5 PROJECT MANAGER may direct the ENGINEER to examine the various elements of a design segment  
6 and submit an informal written statement or memorandum addressing those elements where it appears  
7 significant savings and other advantages can be realized. The statement shall be sufficiently informative  
8 to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct  
9 immediate design changes where the value of the change is apparent without the need of detailed study  
10 and analysis.

11 2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or  
12 sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall  
13 not be used in the plans and specifications.

14 **J. Extra Work**

15 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY  
16 PROJECT MANAGER.

17 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall  
18 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be  
19 based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by  
20 reference.

21 3. An amendment to this contract providing for such compensation for Extra Work shall be issued by  
22 COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

23 **K. Disputes**

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

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

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

12 **L. Termination Without Cause**

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

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

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



1 **N. Insurance**

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

8 1. Workers' Compensation:

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

14 2. Commercial General Liability:

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

22 3. Vehicle Liability:

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

28 4. Professional Liability

29 ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER's

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

9 5. General Insurance Provisions - All lines:

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

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

22 c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with  
23 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
24 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
25 by the County Risk Manager, provide original Certified copies of policies including all Endorsements  
26 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
27 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
28 (30) days written notice shall be given to the County of Riverside prior to any material modification,  
29 cancellation, expiration or reduction in coverage of such insurance. In the event of a material

1 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
2 forthwith, unless the County of Riverside receives, prior to such effective date, another properly  
3 executed original Certificate of Insurance and original copies of endorsements or certified original  
4 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein  
5 and the insurance required herein is in full force and effect. ENGINEER shall not commence  
6 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified  
7 original copies of endorsements and if requested, certified original policies of insurance including all  
8 endorsements and any and all other attachments as required in this Section. An individual authorized  
9 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and  
10 the Certificate of Insurance.

- 11 d. It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be  
12 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured  
13 retention's or self-insured programs shall not be construed as contributory.
- 14 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
15 of services; or, there is a material change in the equipment to be used in the performance of the  
16 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
17 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of  
18 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the  
19 amount or type of insurance carried by the ENGINEER has become inadequate.
- 20 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subconsultants  
21 working under this Agreement.
- 22 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
23 insurance acceptable to the COUNTY.
- 24 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may  
25 give rise to a claim arising from the performance of this Agreement.

26 **O. Conflict of Interest**

27 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed  
28 or retained to solicit or secure this contract upon an agreement or understanding for a commission,  
29 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established

1 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For  
2 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only  
3 for the value of the work actually performed, or in its discretion to deduct from the contract price or  
4 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or  
5 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,  
6 during, or after execution of this contract. ENGINEER understands that as a condition of this contract  
7 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

8 **P. Legal Compliance**

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

13 **Q. Nondiscrimination**

- 14 1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully  
15 against any employee or applicant for employment because of race, religion, color, national origin,  
16 ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and  
17 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government  
18 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California  
19 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment  
20 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of  
21 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference  
22 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice  
23 of their obligations under this clause to labor organizations with which they have a collective bargaining or  
24 other agreement.
- 25 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions  
26 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of  
27 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to  
28 ascertain compliance with such Regulations, orders and instructions. Where any information required of  
29 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,

1 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall  
2 set forth what efforts he has made to obtain the information.

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

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

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

10 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR  
11 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

13 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

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

27 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem  
28 wages applicable to the work, and for holiday and overtime work, including employer payments for health  
29 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have

1           been determined by the Director of the California Department of Industrial Relations. These wages are  
2           available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

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

16       **S. Review and Inspection**

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

19       **T. Record Retention / Audits**

- 20          1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are  
21          subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR  
22          Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,  
23          the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify  
24          compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR  
25          Audit Workpaper Review, it is ENGINEER's responsibility to ensure federal, state, or local government  
26          officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be  
27          adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review  
28          recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be  
29          incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by

ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

2. 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 ten years from the date of final payment under the contract or ten years from project closeout, whichever is later.
3. 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. Rebates, Kickbacks, or Other Unlawful Consideration**

1. ENGINEER warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying**

1. ENGINEER certifies to the best of his or her knowledge and belief that:
  - a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of ENGINEER to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for

1 influencing or attempting to influence an officer or employee of any federal agency; a Member of  
2 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in  
3 connection with this federal contract, grant, loan, or cooperative agreement; ENGINEER shall  
4 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with  
5 its instructions.

6 2. This certification is a material representation of fact upon which reliance was placed when this transaction  
7 was made or entered into. Submission of this certification is a prerequisite for making or entering into this  
8 transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required  
9 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for  
10 each such failure.

11 3. ENGINEER also agrees by signing this document that he or she shall require that the language of this  
12 certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub  
13 recipients shall certify and disclose accordingly.

14 **W. Ownership of Data**

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

18 **X. Confidentiality of Data**

19 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
20 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be  
21 protected by ENGINEER from unauthorized use and disclosure.

22 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES  
23 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate  
24 the same on any other occasion.

25 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including  
26 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,  
27 Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by  
28 COUTY to attend a public hearing or respond to questions from a Legislative committee.

29 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and



1 nondisclosure of the same.

- 2 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding  
3 work performed or to be performed under this contract without prior review of the contents thereof by  
4 COUNTY and receipt of COUNTY's written permission.

5 **Y. Funding Requirements**

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

14 **ARTICLE V • PERFORMANCE**

15 **A. Performance Period**

- 16 1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 17 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the  
18 proposed contract is fully executed and approved by COUNTY.
- 19 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,  
20 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 21 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these  
22 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments  
23 prior to final submission.
- 24 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,  
25 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any  
26 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a  
27 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants  
28 as stipulated in this contract.
- 29 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 its 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 \$495,994.76 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

- Michael Baker International, Inc. \$233,879.49
- Kittleson \$192,645.23
- POWER Engineers \$6,954.31
- Fehr &Peers \$41,633.50
- Leighton \$8,208.65
- Bengel Engineering \$12,673.58

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

1 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal  
2 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and  
3 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be  
4 approved in advance by COUNTY and AGENCIES.

- 5 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of  
6 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless  
7 otherwise expressly so provided.
- 8 6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition  
9 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of  
10 cost.
- 11 7. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal  
12 Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative  
13 Agreements to State and Local Governments
- 14 8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary  
15 engineering services required to correct such errors and omissions without additional charge to COUNTY.

16 **C. Progress Payments**

- 17 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C,  
18 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.
- 19 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding  
20 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a  
21 Progress Report covering the same period as the submitted invoice.
- 22 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments  
23 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost  
24 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY  
25 PROJECT MANAGER..
- 26 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the  
27 COUNTY PROJECT MANAGER of itemized invoices.
- 28 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10  
29 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted

1 from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved  
2 ENGINEER's plans, specifications and estimate.

3 **ARTICLE VII • GIS INFORMATION**

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

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

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

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

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

28 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the  
29 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET

1 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,  
2 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;  
3 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

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

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**ARTICLE VIII • APPROVALS**

**COUNTY** Approvals

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_ Dated: \_\_\_\_\_

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

\_\_\_\_\_ Dated: \_\_\_\_\_

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_

MARION ASHLEY, Chairman  
Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM  
Clerk of the Board (SEAL)

**ENGINEER** Approvals

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

\_\_\_\_\_ Dated: \_\_\_\_\_

DARIN JOHNSON

Vice President

1 APPENDIX A • ARTICLE A1 • INTRODUCTION

2 A. PROJECT DESCRIPTION

3 Through the development of the “Temecula Valley Wine Country Community Plan”, the County of Riverside  
4 (COUNTY) identified locations for four (4) new roundabouts on Rancho California Road between Butterfield  
5 Stage Road and Glenoaks Road in the Temecula Valley Wine Country Area of the County of Riverside  
6 (PROJECT). Together with the existing roundabout at Anza Road, a 4-mile *roundabout corridor* will be  
7 developed along Rancho California Road.

8  
9 The roundabouts are intended to improve traffic operations, reduce vehicle emissions and enhance safety  
10 along Rancho California Road from Butterfield Stage Road to Glenoaks Road, while providing a traffic  
11 calming effect for the corridor and maintaining the rural characteristics of the Temecula Valley Wine Country.

12  
13 The work to be performed under this agreement includes engineering services necessary to develop  
14 preliminary roundabout geometrics and right of way requirements for the four (4) proposed roundabouts on  
15 Rancho California Road at the intersections of Calle Contento, La Serena Way, Monte De Oro and Glenoaks  
16 Road. This effort will assist the County in preserving the right of way necessary for each roundabout as new  
17 development projects are reviewed by the County.

18  
19 During 2014, the County initiated work through separately contracted consultants to: prepare traffic  
20 forecasting studies; perform right of way research; perform utility research; and perform field reviews for  
21 potential environmental constraints. Those completed tasks will serve as the documented background data  
22 needed to continue developing the subsequent work outlined in this agreement and will be included in the  
23 final Basis of Design Reports described in Article A11-B, Task 13.0. The final Basis of Design Report will be  
24 used as a reference and record of environmental findings, utility coordination, traffic analysis, roundabout  
25 concept designs and right of way requirements, which will be used for right of way preservation, future  
26 planning, and future preparation of final construction plans.

27  
28 Future work, which is not part of this agreement, will include environmental and final design for each  
29 roundabout. Separate agreements, or addendums to this agreement, may be developed based upon



1 available funding. The following work is not a part of this agreement:

- 2 • Environmental and cultural documentation and permits
- 3 • Conceptual landscape designs, final landscape plans and artistic renderings
- 4 • Potholing, final utility conflicts and utility relocation plans
- 5 • Final design beyond 30% completion phase (i.e. Roundabout Geometric Approval Drawings
- 6 (RGADs))
- 7 • Final Plans, Specifications and Estimates (PS&E)
- 8 • Final Drainage, Water Quality and Geotechnical Reports
- 9 • Final right of way legal descriptions and plat maps and acquisitions
- 10 • Public outreach, bid and construction support

11

12 **B. LOCATION**

13 The PROJECT is located on Rancho California Road at the intersections of La Serena Way, Calle Contento,  
14 Monte De Oro and Glenoaks Road in the Temecula Valley Wine Country in the County of Riverside. The  
15 limits of the Rancho California Road Roundabout Corridor are from Butterfield Stage Road to Glenoaks Road.

16

17 **C. COORDINATION**

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

- 20 • Other Riverside County Departments
- 21 • Utility Companies
- 22 • U.S. Army Corp of Engineers (USACE)
- 23 • U.S. Fish and Wildlife Service (USFWS)
- 24 • California Department of Fish and Game (CDFG)
- 25 • Regional Water Quality Control Board (RWQCB)

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

27

28

29

1 **D. PHASES**

2 The services performed by ENGINEER for the four (4) roundabouts will be accomplished in one (1) phase,  
3 which will begin upon written notice to proceed.

4 Phase 1 – Preliminary Roundabout Geometrics and Right of Way Preservation

5  
6 **E. STANDARDS**

7 All plans and reports will be prepared under County of Riverside standards and guidelines applicable to all  
8 deliverables. All Documents shall be prepared using English standards and dimensions.

9  
10 **F. KEY PERSONNEL**

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

|    |    |                               |   |
|----|----|-------------------------------|---|
| 15 | 16 | Project Manager               | Tim Haile / Michael Baker International     |
| 17 | 17 | Senior Roadway Engineer       | Darin Johnson / Michael Baker International |
| 18 | 18 | Environmental Team Leader     | Court Morgan / Power Engineers              |
| 19 | 19 | Traffic Engineer              | Jason Pack / Fehr & Peers                   |
| 20 | 20 | Roundabout Geometric Engineer | Brian Ray / Kittleson                       |

ARTICLE AII • SERVICES TO BE PROVIDED

**A. CONTRACT DELIVERABLES:**

See the lists of deliverables under each task and the Basis of Design Report in Article A11-B, Task 13.0.

**B. PHASE I SERVICES – PRELIMINARY ROUNDABOUT GEOMETRICS AND RIGHT OF WAY PRESERVATION**

**1.0 TRAFFIC MODELING AND ANALYSIS**

**1.1. SIDRA SIMULATION MODEL AND ASSESSMENT**

ENGINEER will evaluate roundabout capacity and operations at the subject intersections using the 2010 HCM methodology with California calibration factors (recommended in the Caltrans document “Roundabout Geometric Design Guidance” dated June 2007) as applied in the Sidra Intersection software. Roundabout operations will be evaluated based on the design year traffic scenarios. The design year of 2035 was established utilizing the Wine Country Community Plan (WCP) Model and includes ultimate build-out traffic at each intersection.

ENGINEER recommends that the following design year traffic scenarios will be provided:

- Design year weekday AM and PM forecasted peak hour and weekend Saturday peak period.

This task will identify the lane configurations (number of turn and through lanes), geometrics (length of turn bays, taper/transition length, etc.), lane storage length requirements, inscribed circle diameter, number of circulatory lanes, and central island diameter. Pedestrian and bicycle volumes (if known) will be included in the simulation model.

ENGINEER will perform PEER review of the SIDRA Operation Assessment to be consistent with design requirements and methodologies for roundabouts.

➤ **Deliverables:**

- A traffic operational analysis Technical Memorandum discussing the specific roundabout configurations for each of the four (4) roundabouts

## 1.2. VISSIM ANALYSIS

ENGINEER will develop a VISSIM micro-simulation model for the design year conditions. (Note: The existing and 2035 No Project VISSIM analyses were completed under Fehr & Peer's RIVTAM contract dated October 2014.) The analysis will include the facilities simulated as part of previous corridor forecasting plus any driveways that are proposed within 1000 feet of a roundabout. The VISSIM analysis will be conducted under all three time periods (weekday AM, weekday PM, and Saturday Peak) for the following scenarios:

- Design Year – Plus Project scenario

Once completed, the simulation model will be used to refine the initial designs. Additionally, AVI format videos will be provided to the project team and COUNTY for use in communicating and showing how operations will function with the proposed roundabout. ENGINEER will produce one (1) video for each roundabout location for public meetings, and the videos will include one most-congested time period (likely Saturday Peak) for the following scenarios:

- Design Year – Plus Project scenario

ENGINEER will provide assistance with calibrating roundabout operations within the VISSIM microsimulation model. ENGINEER will perform checks within the microsimulation for consistency with roundabout operations completed under Section B.1.1. An independent PEER review will be conducted to review the VISSIM microsimulation.

➤ **Deliverables:**

- VISSIM microsimulation for four (4) roundabouts with output and summary of findings
- Technical memorandum for four (4) roundabouts
- One (1) video each for four (4) roundabouts
- PEER Review of VISSIM microsimulation

1 2.0 CORRIDOR VISIONING

2 ENGINEER will establish a DRAFT vision for the roundabouts through the Rancho California Road  
3 Roundabout Corridor that is consistent with the Temecula Valley Wine Country context area between  
4 Butterfield Stage Road and Camino Del Vino. The vision will help guide roundabout design concepts to  
5 be consistent with an overall corridor vision and complimentary to adjacent context zones, and will  
6 provide sufficient capacity and operational characteristics based on a constrained corridor analysis.

7  
8 ENGINEER will prepare a DRAFT Corridor Vision Schematic identifying context zones, transition areas,  
9 and other pertinent features that will have an influence on the design operations and geometry of the  
10 proposed roundabouts. An agenda and conference call will be conducted with County staff to review the  
11 DRAFT. The DRAFT will form the basis of discussions conducted during the roundabout workshops.

12 The development of the DRAFT Corridor Vision Schematic will include:

- 13 • Establishing context zones between Butterfield Stage Road and Camino Del Vino
- 14 • Considering regional, corridor, and intersection multi-modal opportunities and constraints through  
15 the proposed roundabout intersections
- 16 • Considering operational qualities (speed) approaching the proposed roundabout intersections as  
17 well as the safety performance (crash frequency and severity—data summarized and provided  
18 by others)
- 19 • Considering master-planned trail system
- 20 • Integrating existing and future land uses within 1000 feet of the proposed intersection concept  
21 designs. This would include a conceptual access management framework along with median  
22 options, and landscaping, and hardscaping opportunities that supported the corridor character.

23  
24 ➤ **Deliverables:**

- 25 ▪ Corridor Vision Schematic identifying roundabout influence areas at 200 scale

26  
27 3.0 INITIAL ROUNDABOUT CONCEPTS

28 The conceptual design phase provides a framework to evaluate alignment alternatives and project  
29 constraints. Roundabout design will be in conformance with principles from NCHRP Report 672:

1 Roundabouts: An Informational Guide, Second Edition. Conceptual roadway alignment layouts will be  
2 developed in CADD using aerial images and available topographic mapping. Colored, 2D concept  
3 renderings will depict critical intersection features and geometric design elements based on the traffic  
4 modeling and assessment completed during SIDRA simulation modeling. The layouts will include colored  
5 pavement markings consistent with the California MUTCD 2012 edition. Key features evaluated during  
6 this phase typically include:

- 7 • Number of approach, departure, and circulatory lanes
- 8 • Channelization
- 9 • Size and location relative to right-of-way and geometric constraints
- 10 • Alignment of approaches and departures
- 11 • Median treatment options
- 12 • Access management considerations and concept treatments
- 13 • Design speed, design vehicle, and sight line considerations
- 14 • Local access impacts
- 15 • Comfortable travel for bicyclists and pedestrians
- 16 • Continuity for pedestrian travel and access to bus stops
- 17 • Address local equestrian accessibility and continuity

18  
19 ENGINEER will consider up to four (4) concepts at each location. This could include alternative means to  
20 achieve target safety performance measures, storm water treatment goals, environmental  
21 avoidance/mitigation areas, right-of-way impacts, utility avoidance, etc. This will include variations on the  
22 roundabout inscribed circle diameter, positioning of the roundabout, or variations in the approach  
23 geometry. In some cases, there could be a hybrid of various features that help explore the range of  
24 options and tradeoffs at each of the four intersections. These concepts will be presented in the  
25 roundabout workshops.

26  
27 ENGINEER will independently review initial roundabout geometrics in accordance with quality control  
28 plan. The review will include deflection review, fastest path speeds, sight distance, splitter island designs,  
29

1 and other key design features that would affect roundabout operations and safety. An independent PEER  
2 review will be conducted to review the concept roadway alignment layouts.

3  
4 ➤ **Deliverables:**

- 5 ▪ One (1) concept roadway alignment layout for each roundabout (four (4) total roundabouts)
- 6 ▪ PEER Review of the concept roadway alignment layouts

7  
8 **4.0 ROUNDABOUT WORKSHOP**

9 ENGINEER will conduct one (1) roundabout workshop with the COUNTY and other invited project  
10 stakeholders. The workshops will generally follow the following outline for a session lasting from 9:00 AM  
11 to 4:30 PM. The work session will begin with an overview summary of the corridor vision and overall  
12 characteristics. This includes understanding existing conditions, safety performance, general traffic  
13 volumes and patterns, general speed characteristics, general development patterns along the corridor  
14 and relationships to regional trails or pedestrian/bicycle facilities.

15  
16 Proposed agenda for Concept Design Review and Refinement:

- 17 ○ 9:00 AM-12:00 PM: Locations 1 and 2
- 18 ○ 1:00 PM-4:30 PM: Locations 3 and 4

19  
20 ENGINEER will lead a group discussion of the roundabout concepts developed in “Initial Roundabout  
21 Concepts” task. Considering the foundational discussions from the visioning and the constraints at each  
22 site, the project team will consider and prioritize intersection concepts and recommend one (1) concept at  
23 each location to be advance as the promising alternative.

24  
25 Following the workshop, the preferred roundabout concept identified for each location will be adjusted  
26 based on comments and suggestions.

27  
28 ➤ **Deliverables:**

- 29 ▪ One (1) roundabout workshop

1  
2 5.0 ROUNDABOUT GEOMETRIC APPROVAL DRAWINGS (RGAD) (30% DESIGN)

3 This task will not begin without written authorization from the COUNTY that a preferred project  
4 alternative has been selected for each location (in whole or as each are approved due to schedule) has  
5 been approved by the COUNTY.

6  
7 ENGINEER will prepare a roll plot for the Roundabout Geometric Approval Drawings (RGAD) based on  
8 the approved preferred alternative layout, topographic survey data, and horizontal control. The RGAD  
9 will extend to the project conform with existing street infrastructure (or standard street section if new  
10 improvements are proposed) and will establish horizontal and vertical control for critical geometric  
11 elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings,  
12 illumination, rough grading, sight-line restriction zones, existing utilities, existing and preliminary  
13 proposed right of way lines, and conform conditions. Each individual RGAD will illustrate the previously  
14 mentioned elements and will be included for each roundabout. Typical sections of each leg, including  
15 the roundabout circulatory roadway and central island will be included. ENGINEER will provide 30%  
16 centerline and curb profiles generated for each roundabout location to a level sufficient to identify rough  
17 grading of the roadway to identify drainage, slopes, and right of way needs. A preliminary contour plan  
18 of the finished surface of the roundabout at each location will be prepared as a design check for  
19 drainage, right of way, sight line, and driver comfort.

20  
21 Exhibits will be prepared that identify key roundabout design checks such as design vehicle tracking,  
22 fastest path, speed consistency calculations, and sight lines for intersection and stopping sight distances.

23  
24 5.1. CALLE CONTENTO RGAD

25 5.2. LA SERENA RGAD

26 5.3. MONTE DE ORO RGAD

27 5.4. GLENOAKS RGAD

28 > **Deliverables:**

- 29 ▪ One (1) RGAD roll plot for each roundabout (four (4) total roundabouts) at 40 scale





1 utility focus meetings, bringing all identified utilities together, and will document meeting minutes and  
2 action items.

3  
4 ➤ **Deliverables:**

- 5 ▪ Utility Matrix
- 6 ▪ Two (2) Utility Focus Meetings with all identified affected utility companies

7  
8 **7.2. UTILITY CONFLICT MAPS**

9 ENGINEER will identify potential conflicts to utility facilities based upon preliminary utility mapping. No  
10 utility potholing will be performed during this phase of the scope of work. ENGINEER will prepare utility  
11 conflict maps at 1"=100' scale per COUNTY requirements. ENGINEER will coordinate and work closely  
12 with the COUNTY and utility companies to determine the need to relocate impacted lines.

13  
14 **7.2.1. CALLE CONTENTO UTILITY CONFLICT MAP**

15 **7.2.2. LA SERENA UTILITY CONFLICT MAP**

16 **7.2.3. MONTE DE ORO UTILITY CONFLICT MAP**

17 **7.2.4. GLENOAKS UTILITY CONFLICT MAP**

18 ➤ **Deliverables:**

- 19 ▪ One (1) Utility Locations and Conflict roll plot for each roundabout (four (4) total roundabouts)  
20 at 40 scale.

21  
22 **8.0 PRELIMINARY WATER QUALITY MANAGEMENT REPORT (WQMR)**

23 The proposed projects are located in the County of Riverside and drains to Murrieta Creek and ultimately  
24 the Santa Margarita River. Murrieta Creek is 303d listed for Chlorpyrifos, Copper, Iron, Manganese,  
25 Nitrogen, Phosphorus and Toxicity. Santa Margarita River is 303d listed for Phosphorus, Toxicity in the  
26 upper watershed and Enterococcus, Fecal Coliform, Phosphorus and Nitrogen in the lower watershed.

27 The proposed project site is subject to the NPDES Order R9-2010-0016, which expires on November 10,  
28 2015. After that date the Riverside Copermittees (in which County of Riverside belongs) will be subject  
29 the San Diego Regional MS4 Permit, R9-2013-0001.

1 ENGINEER will prepare a preliminary WQMR for the project using the County of Riverside template and  
2 will include USEPA Green Street guidance to reduce and/or eliminate the discharge of pollutants from  
3 the completed project into the storm drain system or receiving waters. BMPs may include: Site design  
4 measures, Implementing Green Street Best Management Practices (BMPs) such as porous pavement,  
5 vegetated swales, sidewalk trees and/or sidewalk planters.

6  
7 ➤ **Deliverable:**

- 8     ▪ One (1) Preliminary WQMR to address each of the four (4) roundabouts

9  
10 9.0 PRELIMINARY DRAINAGE CONCEPT REPORT

11 The proposed projects are located in the County of Riverside and drain via natural channels and ditches  
12 via Long Canyon or Santa Gertrudis Creek into Murrieta Creek and ultimately the Santa Margarita River.  
13 Local storm drains are not known to exist. The preliminary Drainage Concept Report will identify the  
14 existing storm drains and cross culverts in the vicinity of each proposed roundabout and establish the  
15 existing hydrologic boundaries and conditions. The preliminary Drainage Concept Report will use this  
16 data to establish the historic drainage patterns and identify means and methods that will be used to  
17 maintain the historic patterns.

18  
19 ENGINEER will prepare a preliminary Drainage Concept Report for the project using the County of  
20 Riverside Flood Control and Water Conservation District Hydrology Manual to establish the basis of  
21 design for the use of USEPA Green Street guidance to mitigate the increased runoff from the completed  
22 project into the storm drain system or receiving waters. The types of Best Management Practices (BMP)  
23 evaluated will be Green Street BMPs such as porous pavement, sidewalk planters/trees and/or gravel  
24 swales.

25  
26 ➤ **Deliverable:**

- 27     ▪ One (1) Preliminary Drainage Concept Report to address each of the four (4) roundabouts

10.0 PRELIMINARY GEOTECHNICAL DESIGN REPORT (GDR)

ENGINEER will prepare a preliminary Geotechnical Design Report (GDR) based on existing information collected during a recent geotechnical exploration and construction testing performed for the Wine Country Infrastructure Projects and other relevant projects in this area. ENGINEER will also perform a site reconnaissance to observe current surface conditions. The collected information will be evaluated and provided in this preliminary GDR, which will include for the following (for each site): site geology, anticipated subsurface conditions, faulting and seismicity, corrosion potential, earthwork and grading (including slope gradients), roadway structural sections/pavement design, excavations, lateral earth pressures, and material specifications. The report will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will also include preliminary infiltration rates based on previous testing along the corridor.

➤ **Deliverable:**

- One (1) Preliminary GDR to address each of the four (4) roundabouts

11.0 PRELIMINARY CONSTRUCTION COST ESTIMATES

ENGINEER will prepare preliminary level quantity calculations and construction cost estimates utilizing recent construction bid data.

11.1. CALLE CONTENTO CONSTRUCTION COST ESTIMATE

11.2. LA SERENA CONSTRUCTION COST ESTIMATE

11.3. MONTE DE ORO CONSTRUCTION COST ESTIMATE

11.4. GLENOAKS CONSTRUCTION COST ESTIMATE

➤ **Deliverables:**

- Preliminary Construction Cost Estimates for each of the four (4) roundabouts with one (1) hardcopy, Adobe PDF and Excel spreadsheets.

12.0 BASIS OF DESIGN REPORT

The ENGINEER will prepare Basis of Design Report summarizing all selected geometric features, corridor visioning and final recommended concept encompassing all tasks completed including

1 environmental and traffic studies performed from previous work for each location for the COUNTY to  
2 review and approve. The Basis of Design Report will follow but not be limited to the draft table of contents  
3 outlined below:

4  
5 Table of Contents (DRAFT)

6 Introduction and Approach

7 Section 1 – Project Scoping/Corridor Vision

8 Section 2 – Environmental Constraints and Review

9 Section 3 – Traffic Forecasting and Operations

10 Section 4 – Roundabout Configurations and Approach

11 Section 5 – Utility Coordination and Assessment

12 Section 6 – Drainage and Water Quality Assessment

13 Section 7 – Right of Way Requirements

14 Section 8 – Project Schedule

15 Section 9 – Next Steps

16  
17 The final approved deliverables will include five (5) hard-bound sets of reports and exhibits (reduced to  
18 8.5 x 11 and/or 11 x 17) on high quality paper, as well as five (5) sets of full size exhibits (as applicable)  
19 on high quality paper. The cover page of the report will be enhanced with color and images. The report  
20 will include an appendix with CD organizer sheets that include an electronic copy of the report,  
21 Microstation CAD files, PDF conversions, videos and output files.

22  
23 ➤ **Deliverables:**

- 24 ▪ Five (5) hard-bound copies of one (1) Basis of Design Report to address each of the four (4)  
25 roundabouts

1 13.0 PROJECT MEETINGS

2 ENGINEER will meet with COUNTY, staff, and other participating agencies to discuss work progress,  
3 schedule and related issues in order to exchange information, discuss and resolve issues and to maintain  
4 progress of the project. The fee has been established based on twelve (12) monthly meetings and one  
5 (1) field meeting with ENGINEER and COUNTY. ENGINEER will invite and have support team as  
6 required to attend meetings to answer any direct technical issues and take minutes in order to facilitate  
7 project progression. ENGINEER will prepare meeting minutes with an action item matrix and agenda and  
8 distribute to the COUNTY project team and attendees.

9  
10 ➤ **Deliverables:**

- 11 ▪ Twelve (12) monthly meetings
- 12 ▪ One (1) field meeting

13  
14  
15  
16 14.0 PROJECT MANAGEMENT AND COORDINATION

17 ENGINEER will provide management and coordination of project including:

- 18 • Managing and tracking project budget and administrative costs
- 19 • Assigning the necessary number of qualified staff to meet the scope of services on schedule
- 20 • Supervision of the project team
- 21 • Control of Deliverables: that adhere to the project scope, schedule, and budget
- 22 • Administering the contract for engineering services in accordance with the services agreement

23  
24 ENGINEER will provide general consultation over the phone as requested. ENGINEER will coordinate as  
25 needed with the COUNTY to discuss project status, schedule, and budget. To the extent possible, these  
26 conference calls will be combined with the more extensive discussions expected as part of the review of  
27 various project Deliverables.

APPENDIX B • ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed by December 31, 2017, unless extended by supplemental agreement.

A. PHASES

The Schedule is divided into the following one phase:

- 1. Roundabout Concept Geometrics and Right of Way Preservation

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

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

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

**A. DIRECT LABOR COSTS**

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

1. Direct Salary Costs

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

2. Multiplier

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

PAYROLL ADDITIVES..... 45.46%

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..... 121.51%



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 ..... 166.97%  
(sum of Payroll Additives and Overhead Costs)

**B. FIXED FEE**

- 1. The Total Fixed Fee payable to the ENGINEER is \$20,503.59 (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 |
|---------------------|------------|------|
| Reprographics       | \$1,000.00 | EACH |
| Postage and Mailing | \$500.00   | EACH |
| Mileage             | \$0.56     | MILE |

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                       | \$73.56 / hour |
| Senior Roadway Manager                | \$91.35 / hour |
| Technical Manager                     | \$62.99 / hour |
| Senior Engineer / Planner             | \$57.20 / hour |
| Landscape Architect                   | \$52.44 / hour |
| Project Engineer / Planner            | \$51.75 / hour |
| Environmental Specialist              | \$48.35 / hour |
| Design Engineer / Mapper              | \$47.33 / hour |
| GIS Analyst                           | \$42.90 / hour |
| Designer / Planner                    | \$41.54 / hour |
| Environmental Analyst / Staff Planner | \$34.05 / hour |
| Engineer / Planner Aid                | \$26.22 / hour |
| Licensed Surveyor                     | \$69.80 / 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.

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

- 1           2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in
- 2                   Appendix B, Schedule of Services, shall be listed separately. The charges for each individual
- 3                   assigned under this Agreement shall be listed separately.
- 4           3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by
- 5                   substantiating documentation such as invoices, telephone logs, etc.
- 6           4. Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a
- 7                   percentage of the total invoice and shall state the DBE goals as a percentage of Total Agreement
- 8                   Value.
- 9           5. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of
- 10                   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 \$495,994.76 including a \$0 contingency, [except as approved by the Director of Transportation under the delegated authority of the County Board of Supervisors.](#) 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.

**RANCHO CALIFORNIA ROAD ROUNDABOUT CORRIDOR Fee Proposal Summary**

September 15, 2015

| COMPANIES  | PHASE I              | PHASE II | PHASE III | PHASE IV | TOTAL                |
|--|----------------------|----------|-----------|----------|----------------------|
| Michael Baker International<br>Prime                           | \$ 233,879.49        |          |           |          | \$ 233,879.49        |
| Kittleson<br>Roundabout Concepts                               | \$ 192,645.23        |          |           |          | \$ 192,645.23        |
| POWER<br>Environmental and Project Management                  | \$ 6,954.31          |          |           |          | \$ 6,954.31          |
| Fehr & Peers<br>Traffic Analysis and Peer Reviews              | \$ 41,633.50         |          |           |          | \$ 41,633.50         |
| Leighton<br>Geotechnical Reports                               | \$ 8,208.65          |          |           |          | \$ 8,208.65          |
| Bengel Engineering<br>Utility Coordination                     | \$ 12,673.58         |          |           |          | \$ 12,673.58         |
| Applied EarthWorks, Inc.<br>Cultural & Paleontological Studies |                      |          |           |          |                      |
|  |                      |          |           |          |                      |
| <b>TOTAL</b>   | <b>\$ 495,994.76</b> |          |           |          | <b>\$ 495,994.76</b> |

- Phase I **Roundabout Concepts and ROW Preservation**
- Phase II
- Phase III
- Phase IV



**MANHOUR WORKSHEET**

|   |   |                                    |
|---|---|------------------------------------|
| COMPANY:<br><b>MICHAEL BAKER INTERNATIONAL</b>                | SCOPE OF WORK:<br><b>Roundabout Concepts and ROW Preservation</b> | PHASE:<br><b>Phase I</b>           |
| PROJECT:<br><b>RANCHO CALIFORNIA ROAD ROUNDABOUT CORRIDOR</b> |   | DATE:<br><b>September 15, 2015</b> |

| TASK | PROJECT MANAGER | SENIOR ROADWAY MANAGER | TECHNICAL MANAGER | SENIOR ENGINEER / PLANNER | LANDSCAPE ARCHITECT | PROJECT ENGINEER / PLANNER | ENVIRONMENTAL SPECIALIST | DESIGN ENGINEER / MAPPER | GIS ANALYST | DESIGNER / PLANNER | ENVIRONMENTAL ANALYST / STAFF PLANNER | ENGINEER/PLANNER AID | LICENSED SURVEYOR | HOURS | COST |
|------|-----------------|------------------------|-------------------|---------------------------|---------------------|----------------------------|--------------------------|--------------------------|-------------|--------------------|---------------------------------------|----------------------|-------------------|-------|------|
|      | \$216.02        | \$268.26               | \$184.98          | \$167.98                  | \$154.00            | \$151.97                   | \$141.99                 | \$138.99                 | \$125.98    | \$121.99           | \$99.99                               | \$77.00              | \$204.98          |       |      |

**Total Manhours**

|            |           |           |           |            |            |            |              |                   |
|------------|-----------|-----------|-----------|------------|------------|------------|--------------|-------------------|
| <b>137</b> | <b>10</b> | <b>36</b> | <b>44</b> | <b>534</b> | <b>644</b> | <b>111</b> | <b>1,516</b> | <b>\$ 225,539</b> |
|------------|-----------|-----------|-----------|------------|------------|------------|--------------|-------------------|

|   |   |   |    |    |    |     |  |  |  |  |  |  |  |     |           |
|---|---|---|----|----|----|-----|--|--|--|--|--|--|--|-----|-----------|
| 3.0. INITIAL ROUNDABOUT CONCEPTS  | 2 | 2 |    |    | 16 | 20  |  |  |  |  |  |  |  | 40  | \$ 6,180  |
| 4.0. ROUNDABOUT WORKSHOPS   | 8 | 8 |    |    | 8  | 12  |  |  |  |  |  |  |  | 36  | \$ 6,758  |
| 5.0. ROUNDABOUT APPROVAL DRAWINGS (RGAD)<br>(30% DESIGN)                |   |   |    |    |    |     |  |  |  |  |  |  |  |     |           |
| 5.1. CALLE CONTENTO RGAD  |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 5.2. LA SERENA RGAD   |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 5.3. MONTE DE ORO RGAD  |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 5.4. GLEN OAKS RGAD   |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 6.0. ROUNDABOUT RIGHT OF WAY APPROVAL DRAWINGS (RROWAD)<br>(30% DESIGN) |   |   |    |    |    |     |  |  |  |  |  |  |  |     |           |
| 6.1. CALLE CONTENTO RROWAD  |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 6.2. LA SERENA RROWAD   |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 6.3. MONTE DE ORO RROWAD  |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 6.4. GLEN OAKS RROWAD   |   |   |    |    | 40 | 40  |  |  |  |  |  |  |  | 80  | \$ 11,639 |
| 7.0. UTILITY COORDINATION   |   |   |    |    |    |     |  |  |  |  |  |  |  |     |           |
| 7.2. UTILITY CONFLICT MAP   |   |   |    |    |    |     |  |  |  |  |  |  |  |     |           |
| 7.2.1 CALLE CONTENTO UTILITY CONFLICT MAP                               |   |   |    |    | 10 | 10  |  |  |  |  |  |  |  | 20  | \$ 2,910  |
| 7.2.2 LA SERENA UTILITY CONFLICT MAP                                    |   |   |    |    | 10 | 10  |  |  |  |  |  |  |  | 20  | \$ 2,910  |
| 7.2.3 MONTE DE ORO UTILITY CONFLICT MAP                                 |   |   |    |    | 10 | 10  |  |  |  |  |  |  |  | 20  | \$ 2,910  |
| 7.2.4 GLEN OAKS UTILITY CONFLICT MAP                                    |   |   |    |    | 10 | 10  |  |  |  |  |  |  |  | 20  | \$ 2,910  |
| 8.0. PRELIMINARY WATER QUALITY MANAGEMENT REPORT                        | 2 |   | 8  | 8  | 22 | 40  |  |  |  |  |  |  |  | 80  | \$ 12,159 |
| 9.0. PRELIMINARY CORRIDOR DRAINAGE CONCEPT PLAN                         | 1 |   | 20 | 20 | 48 | 120 |  |  |  |  |  |  |  | 209 | \$ 31,249 |





























# RANCHO CALIFORNIA ROAD ROUNDABOUT CORRIDOR

0 750 1,500 3,000 Feet  
1 inch = 1,500 feet  
Orthophotos Flown April 2007  
Printed by ctolemti on 8/24/09

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