FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 5/17/10

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

3.69

FROM: TLMA - Transportation Department

SUBMITTAL DATE: May 13, 2010

SUBJECT: Preliminary Engineering and Environmental Services Agreement with Kimley-Horn and Associates, Inc. for a proposed new Grade Separation at the intersection of Sunset Avenue and the Union Pacific Railroad.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached engineering and environmental services agreement between the County of Riverside and Kimley-Horn and Associates, Inc. and;

2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Sunset Avenue railroad crossing is currently at street level and causes significant traffic delays. A grade separation project has been proposed to enhance traffic flows along Sunset Avenue and would provide a route for emergency services to access residents

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 813,477	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: City of Banning (TUMF) (100%)
Project No. C0-0529

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 8, 2010
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref. | **District:** 5 | **Agenda Number:** 3.69

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

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

south of the railroad tracks, and improve emergency response time to the area.

The City has executed a Cooperative funding agreement that designates the County as the lead agency for the development and delivery of the projects and provides the funding for these services. The Cooperative Funding Agreement is being submitted to the Board of Supervisors concurrent with this agreement.

Kimley-Horn and Associates, Inc. is on the Transportation Department's pre-qualified list of Interchange and Bridge design firms. The list was established through a Request for Proposals. Ten firms submitted qualifications and the top five firms (based on evaluations of the proposals) were interviewed. Representatives from Caltrans, the March Joint Powers Authority (JPA) and the Riverside County Transportation Department evaluated the written proposals and interviews.

Kimley-Horn and Associates, Inc. has been selected as the firm to provide the needed services for this project. A not to exceed budget of $813,477 was negotiated between Kimley-Horn and Associates, Inc. and the Transportation Department. The services to be provided include preliminary engineering, environmental studies and preparation of the environmental document.

The project costs will be 100% funded by the City of Banning.

Contract No. 10-04-008
Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT

for

Sunset Avenue Grade Separation Project

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

Kimley-Horn and Associates, Inc.

JUN 08 2010 3.69

Table of Contents

ENGINEERING SERVICES AGREEMENT

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

County of Riverside • Transportation Department	Kimley-Horn and Associates, Inc.
4080 Lemon Street, 8th Floor	1770 Iowa Avenue, Suite 200
Riverside, CA 92502	Riverside, CA 92507-2479

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

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

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Dennis Landaal

The COUNTY PROJECT MANAGER for COUNTY shall be:

C. Scott Staley

ARTICLE II • PROJECT DEFINITION

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

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

City of Banning, CALTRANS, FHWA, RCTC, WRCOG, UPRR

C. COUNTY/AGENCIES Standards

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

ARTICLE IV • CONDITIONS

A. Notifications

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

B. Assignment

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

C. Subcontracts

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

D. Modifications

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

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

E. COUNTY Directives

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

F. Liability

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

G. Indemnification

1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,

elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of ENGINEER, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ENGINEER is responsible, arising out of or from the performance of services under this Agreement.

2. As respects each and every indemnification herein ENGINEER shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitiees.
3. With respect to any action or claim subject to indemnification herein by ENGINEER, ENGINEER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ENGINEER'S indemnification to Indemnitees as set forth herein.
4. ENGINEER'S obligation hereunder shall be satisfied when ENGINEER has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.
5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
6. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ENGINEER from indemnifying the COUNTY to the fullest extent allowed by law.

H. Quality Control

ENGINEER shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect during the entire time services are being performed under the contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence

that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

I. Value Engineering

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

J. Extra Work

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

K. Disputes

1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon

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

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

L. Termination Without Cause

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

M. Termination for Lack of Performance

COUNTY may terminate this agreement and be relieved of the payment of any consideration to ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the

manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to COUNTY in a timely and successful manner.

N. Insurance

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

   ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not less than $1,000,000 per occurrence combined single limit. If ENGINEER's vehicles or mobile equipment are not to be used in the performance of the obligations under this Agreement, ENGINEER shall maintain coverage for non-owned or hired vehicles in an amount not less than $1,000,000 per occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name by

endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as well as all Cooperating Agencies as Additional Insureds.

4. Professional Liability:

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

5 General Insurance Provisions - All lines:

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

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

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

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

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

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

O. Conflict of Interest

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

P. Legal Compliance

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

Q. Nondiscrimination

1. During the performance of this agreement, ENGINEER and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.

3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:
    - Withholding of payments to ENGINEER under the contract until ENGINEER complies;
    - Cancellation, termination, or suspension of the contract in whole or in part.
4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

R. Labor Code and Prevailing Wages

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

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

S. Review and Inspection

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

T. Record Retention / Audits

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

pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. (Government Code Section 105320)

U. Ownership of Data

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

V. Confidentiality of Data

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

W. Funding Requirements

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions,

limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.

3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended to reflect any reduction in funds.

ARTICLE V • PERFORMANCE

A. Performance Period

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

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 judgement, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not

intended to deny ENGINEER it's civil legal remedies in the event of a dispute.

C. Reporting Progress

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

D. Evaluation of ENGINEER

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

ARTICLE VI • COMPENSATION

A. Work Authorization

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

B. Basis of Compensation

1. PROJECT services as provided under this agreement 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 $813,477.18 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

• Kimley-Horn and Associates, Inc.	$525,558.55
• Geocon Consultants, Inc.	$46,852.74
• Simon Wong Engineering	$20,459.77
• Tait and Associates	$14,392.50
• PAN Environmental, Inc.	$22,396.90

- Rocks Biological Consulting, Inc. $9,285.94
- SWCA Environmental Consultants, Inc. $24,530.78
- Contingency $150,000.00

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

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

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

ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.
7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

C. Progress Payments

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

ARTICLE VII • GIS Information

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

pursuant to this agreement.

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

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

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

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

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

G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta

data and will be geographically registered using a appropriate coordinate system such as the California State Plane Coordinate System NAD 83.

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Dated: 5/12/10

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

Marsha L. Victor, Deputy Dated: 5/17/10

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

Dated: JUN 08 2010

MARION ASHLEY

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

Dated: JUN 08 2010

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

Dated: 3/31/2010

Dennis Lundual

PRINTED NAME

Vice President

TITLE

ENGINEER:

Dated: 3/31/2010

JASON VALENCIA

PRINTED NAME

ASSISTANT SECRETARY

TITLE

JUN 08 2010 3.69

APPENDIX A • ARTICLE AI • Introduction

A. PROJECT DESCRIPTION

This PROJECT will provide a railroad grade separation at Sunset Avenue and the I-10 Freeway in the City of Banning (CITY). The proposed improvements will improve safety, reduce local street congestion, and accommodate projected growth in the area. The PROJECT consists of lowering Sunset Avenue between Ramsey Street and Lincoln Street to create an underpass with the Union Pacific Railroad (UPRR) lines. The existing eastbound and westbound ramps for the interchange with the I-10 Freeway will be lowered to match the new grade of Sunset Avenue, and the existing undercrossing structure will require tie-back walls.

The ENGINEER shall perform professional and technical services to provide support to the COUNTY required to prepare the environmental studies, and the combined Project Study Report - Project Report (PSR-PR).

B. LOCATION

This PROJECT is located in the City of Banning on Sunset Avenue between Ramsey Street and Lincoln Street where it crosses the I-10 Freeway and the Union Pacific Railroad (UPRR).

C. COORDINATION

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

- Union Pacific Railroad
- Federal Highway Administration
- U.S. Fish & Wildlife
- City of Banning
- CALTRANS
- California Dept. of Fish and Game
- Regional Water Quality Control Board
- Utility Companies

UPRR and CALTRANS will exercise review and approval function through the COUNTY PROJECT MANAGER at key points in the development process. All contacts with UPRR and CALTRANS will be directed through COUNTY. Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein. The COUNTY PROJECT MANAGER will conduct these reviews, in addition to the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by ENGINEER with approval of COUNTY. ENGINEER and all subconsultants working for ENGINEER under this contract shall obtain a business license from the City of Banning.

<u>UPRR Coordination</u>

ENGINEER shall coordinate with the Union Pacific Railroad (UPRR) during the preliminary design phase of

the project. Coordination will be limited to Project Report level effort.

D. PHASES

The services performed by ENGINEER will be accomplished in 1 Phase:

Phase I Environmental & Combined PSR-PR

Each Phase will authorized by written notice to proceed from COUNTY. Work shall not proceed without written notice to proceed.

E. STANDARDS

The PSR-PR, environmental studies, plans, specifications, and estimates shall be prepared in accordance with UPRR and CALTRANS' regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements. Improvements of local roads may be prepared in accordance with COUNTY and CITY standards in lue of CALTRANS standards. All Documents shall be prepared using imperial standards and dimensions.

1. Environmental

   The procedures to be followed and the content of the environmental surveys, environmental technical reports are set forth in CALTRANS "Project Development Procedures Manual", CALTRANS "Environmental Handbook", CALTRANS Transportation Laboratory technical manuals for environmental studies, and FHWA's "Technical Advisory T6640.8A".

   Federal and state requirements for environmental analysis and impact assessment, as set forth in the National Environmental Policy Act, the California Environmental Quality Act and other applicable federal and state regulations, must be satisfied.

2. Survey

   COUNTY shall perform all field surveys, ground control, photogrammetric mapping and digital terrain modeling (DTM). All work will conform to CALTRANS and UPRR standards and requirements.

3. Design

   Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions, as well as, the current standards of the City of Banning.

4. PS&E

   PS&E is not included in this Task Order.

5. Preliminary Geotechnical Report

Preliminary Geotechnical Report shall be prepared in conformance with current editions of the State Manual of Test, California Test 130.

6. Project Files

Project Files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.

Items 1 through 6 are not all-inclusive but are intended only to illustrate types of sources.

F. KEY PERSONNEL

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

Principal	Mike Schiller
Project Manager	Dennis Landaal
Roadway Senior Engineer	Jason Valencia
QC Senior Engineer	Darren Adrian
Structures Senior Engineer	Andy Sanford
Environmental Team Leader	Ryan Birdseye

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

This task includes the day-to-day management of the PROJECT. Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER, the California Department of Transportation (CALTRANS) staff and other representatives from affected agencies will be held once a month. The subconsultants will attend PDT meetings as appropriate. The ENGINEER shall coordinate PDT meetings, prepare meeting notes for each meeting and have these available for review at least one week prior to each succeeding meeting. Action items are to be tracked and reviewed at PDT meetings.

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

A risk management plan is to be developed and maintained in order to address the major project risks to

scope, cost and schedule.

Assumptions:

- Effort and deliverables associated with the PDT meetings will be part of Article AIII Task B Project Development Team Meeting of this Agreement.
- First draft of the Communication Plan and Risk Management Plan will be delivered within 30 days of NTP and updated as necessary.
- PROJECT duration is assumed to be 9 months.
- Affected agencies include: City of Banning, Union Pacific Railroad (UPRR), COUNTY and CALTRANS.

B. BUDGETING

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

Assumptions:

- The ENGINEER will set up and monitor the project on a schedule, task and overall budget basis.

C. COST ACCOUNTING

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

Assumptions:

- Prior to sending out monthly reports, ENGINEER's Project Accounting staff will meet with the COUNTY once to review COUNTY guidelines. ENGINEER to obtain example of an acceptable invoice format from COUNTY website. ENGINEER to follow COUNTY accounting processes documented on COUNTY website.

D. SCHEDULING

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

circumstances.

Assumptions:

- ❖ The schedule will be prepared using Microsoft Project.
- ❖ The schedule will be updated as necessary.
- ❖ PROJECT duration is assumed to be 9 months.

E. PROGRESS REPORTING

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

Assumptions:

- ❖ ENGINEER to obtain example of an acceptable Progress Report from COUNTY website. ENGINEER to follow COUNTY accounting processes documented on COUNTY website.

F. CONTRACT ADMINISTRATION

The ENGINEERING PROJECT MANAGER shall maintain ongoing liaison with the COUNTY PROJECT MANAGER, CALTRANS Project Manager, AGENCY contacts and utility companies to promote effective coordination during the course of project development.

Progress meetings with ENGINEER's staff, subconsultants and the COUNTY PROJECT MANAGER shall be held regularly. Engineer is to provide project scope, schedule, budget, photos, and various project details to the COUNTY web master for posting on the COUNTY website.

ARTICLE AIII • PLANNING AND PROJECT DEVELOPMENT

A. RESEARCH AND DATA GATHERING

Existing topographic mapping, photos, bridge reports, maintenance reports, right of way maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, utility index maps, local street improvement/development plans and other pertinent data will be obtained and reviewed by the ENGINEER.

B. PROJECT DEVELOPMENT TEAM

A Project Development Team (PDT) including representatives from the COUNTY, CALTRANS, CALTRANS Division of Structures (DOS), UPRR and other relevant agencies/stakeholders shall be established within fifteen days after NTP. PDT meetings shall be held monthly to resolve issues and to apprise the affected agencies/stakeholders of the progress of the PROJECT. A kick off meeting with the PDT shall be held within

30 days after the NTP.

Assumptions:

- Up to 8 PDT meetings are assumed.
- ENGINEER to provide agendas, and if necessary discussion materials for each meeting. After each meeting the ENGINEER will provide a meeting summary memorandum that will include an action item matrix and documentation for all project decisions. The meeting summaries will be distributed to all meeting attendees for review and comment.

C. PERMITS

Following the receipt of the NTP, the ENGINEER shall submit Encroachment Permit application to the COUNTY to be forwarded to CALTRANS on behalf of the COUNTY and the ENGINEER to allow field staff to conduct geotechnical investigations and field surveys within the freeway right of way. Concurrently, the ENGINEER shall identify additional locations outside the State right of way where it will be necessary to obtain specific rights of entry from affected property owners. A listing of candidate right of entry locations shall be furnished by the ENGINEER. The COUNTY with the assistance from the ENGINEER will obtain rights of entry for properties outside the State right of way.

Assumptions:

- Permit fees are not anticipated or included within our budget.

D. DESIGN SURVEYS

COUNTY shall perform all field surveys, ground control, photogrammetric mapping and digital terrain modeling (DTM). All work will conform to CALTRANS and UPRR standards and requirements. Deliverables to ENGINEER will be electronic files compatible with Microstation and InRoads software (survey shots and DTM), hardcopy plots and electronic image file of rectified aerial photograph. ENGINEER will rely on this information without independent review or confirmation.

E. DESIGN DRAINAGE REPORT

A Project Report level Drainage Report will be prepared to document hydrologic and hydraulic calculations necessary to identify drainage improvement related to the grade separation project. Prior to developing hydrology calculations, a field reconnaissance will be conducted. The ENGINEER shall obtain readily available documents pertinent to this Drainage Report from the CITY, COUNTY and CALTRANS for review. The ENGINEER's analysis will be closely coordinated with the affected agencies, including the Riverside

County Flood Control & Water Conservation District (RCFC&WCD). The Drainage Report will quantify the magnitude and frequency of design flows from adjacent areas to the PROJECT area, as well as the volumes attributable to the proposed improvements.

Assumptions:

Meetings – One meeting with Riverside COUNTY Flood Control and Water Conservation District (RCFCWCD)

F. STORM WATER DATA REPORT (SWDR)

ENGINEER shall prepare a STORM WATER DATA REPORT per CALTRANS standards.

Assumptions:

- Assumes that only new impervious area will be required to be treated and that 100% treatment for the increased impervious area could be a combination of treatment of existing and proposed pavement to achieve 100% equivalent treatment for the project.

G. PRELIMINARY GEOTECHNICAL REPORT

The draft preliminary geotechnical report is intended for use in the preliminary engineering and environmental studies. ENGINEER shall collect existing subsurface information that is available for the project area including geological maps published by the California Division of Mines and Geology, geological maps published by the United States Geological Survey and ground water well information.

ENGINEER shall review available data and shall provide seismic and geologic information and groundwater data for the environmental studies. ENGINEER shall identify any seismic and geologic hazards that will impact the design and construction of this project. These findings will be documented in a report.

Assumptions:

- A District Preliminary Geotechnical Report (DPGR) for roadway improvements and Preliminary Foundation Report (PFR) for bridge improvements are anticipated.
- Preliminary pavement design recommendation will be incorporated into the Geotechnical Design Report (GDR). A separate Materials Report for pavement design is not anticipated.

H. PLANNING STUDIES

ENGINEER shall perform preliminary engineering studies and develop 1 alternative to be included in a combined Project Study Report - Project Report (PSR-PR). Information from the Draft Supplemental Project Study Report studies dated August 2009 will be utilized to the extent possible to accomplish the design of the

interchange and the railroad grade separation. It is assumed that improvements to the I-10/Sunset Avenue interchange will be limited to lowering the Sunset Avenue, as well as, the eastbound and the westbound ramps to accommodate the proposed grade separation of Sunset Avenue and UPR. It is assumed that a capacity improvement to the interchange is not required.

Assumptions:

- ENGINEER will advance/refine geometry for the one Build Alternative. Typical sections, layouts, profiles, and grading limits will be developed.
- Although Sunset Avenue and the ramps are proposed to be lowered, the existing Tight Diamond type interchange configuration will be maintained. No additional lanes will be proposed at the ramps and Sunset Avenue.
- This task includes analyzing and proposing variations of the Build Alternative to improve safety and minimize impacts to utilities, R/W, environment and other existing facility.
- The undercrossing structure over Sunset Avenue will be designed to span ultimate width of Sunset Avenue.
- ENGINEER shall prepare drainage concept plans suitable for Project Report level for the Build Alternative to address impacts to existing drainage facilities.
- Preliminary retaining wall plan and profile sheets will be prepared for walls 10 feet in height (or greater) at a scale of 1"=100' (half size). The wall concepts will be used to analyze and compare costs and impacts associated with the Build Alternative. Aesthetic treatments are assumed to be part of Phase II of the project.
- Proposed retaining walls are assumed to be CALTRANS Type 1. As such, provision for retaining wall advance planning studies (APS) is not included as part of this scope. Preparation of retaining wall APS, if further study indicates the need for non-standard retaining walls, can be provided as additional services.
- It is assumed that most information from the Draft Supplemental Project Study Report dated August 2009 can be utilized to prepare these engineering studies.
- ENGINEER will perform a Value Analysis (VA) Study. ENGINEER will participate in the VA study as applicable, providing exhibits, feedback, and serve as a technical advisor during the study. The budget for the VA study is limited to $35,000.
- A stage construction concept will be developed for the Build Alternative for evaluation purposes. It is

assumed that the Sunset Interchange will be closed during construction.

- ENGINEER shall provide engineering support to COUNTY staff in preparation of Right of Way Data Sheets to be included in the PSR-PR. It is assumed that right of way impacts are limited to temporary construction easements and potential utility easements within the State right of way.
- Utility Data Sheets will be prepared to address utilities impacted by this project.
- A detailed Engineer's estimate will be prepared for the Build Alternative to be included in the combined PSR-PR.

Structures:

- Coordinate with project geotechnical consultant for initial foundation recommendations and site seismicity.
- Aesthetic requirements will be identified as part of Phase II
- Develop/confirm bridge lengths and widths in coordination with the Concept Plans, project grading plans, and clearance requirements.
- Prepare an Advance Planning Study (APS) with General Plans and cost estimates for the Sunset Ave Underpass. An APS has already been prepared by another consultant for the Sunset Ave Undercrossing; we anticipate reviewing and adopting this APS for use in the PSR-PR as the Build Alternative.

I. ENVIRONMENTAL

Based on our review of the Draft Supplemental Project Study Report studies dated August 2009 and communications with the COUNTY, it is our understanding that the project is to be cleared through both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). We propose to clear the project under a NEPA Categorical Exclusion and CEQA Statutory Exemption with technical studies. The following describes the proposed scope of services for the environmental clearance:

Update Preliminary Environmental Analysis Report (PEAR)

A PEAR was prepared for the proposed project in July, 2009. Since preparation of this document, the project has been reduced in overall scope such that the discussion needs to be revised to accurately represent the project that will be advanced with the PSR. Consultant will update the existing PEAR to reflect the existing project for review and submittal with the PSR. Upon approval of the PEAR, Consultant will initiate preparation of the SE/CE and related technical studies consistent with the scope of work summarized below.

Technical Studies

The following technical studies will be performed based upon initial project analysis, but will be re-evaluated

and potentially modified following the project field review and completed PEAR. Documents prepared as part of this project will be administered according to the reference guidelines provided by CALTRANS and the COUNTY. Three rounds of CALTRANS review of the technical studies are assumed.

Noise Screening Assessment

ENGINEER will perform a screening assessment to determine whether additional detailed noise impact analysis is warranted. The screening assessment will be performed pursuant to the California Traffic Noise Analysis Protocol and Technical Noise Supplement.

Air Quality Analysis and Report

ENGINEER shall perform a local air quality assessment to estimate the air pollutant emissions associated with both the construction and operational phases of the proposed project. The emissions estimates will be based on construction requirements, and/or will be developed based on standardized approaches as presented in the SCAQMD's CEQA Air Quality Handbook for construction of major highway projects. The emission estimates will be developed based on the EMFAC model, USEPA emission factors, SCAQMD emission factors, or other appropriate sources. ENGINEER shall then evaluate the significance of the emissions based on appropriate significance criteria.

With regard to preparation of the air quality evaluation, we assume that the grade separation and two traffic signals will be evaluated. A no PROJECT alternative will also be evaluated. Air quality conformity analysis will evaluate potential CO, $PM_{2.5}$ and PM_{10} impacts. Impacts from mobile source air toxics emissions during project operations will also be evaluated.

ENGINEER shall analyze the potential for operational impacts using CALTRANS' "Transportation Project-Level Carbon Monoxide Protocol" and the FHWA's "Guidance for Qualitative Project Level Hot Spot Analysis in $PM_{2.5}$ and PM_{10} Non-attainment and Maintenance Areas". The CO protocol contains flow charts that address both regional and local impacts under CEQA and methodologies for evaluating conformity with the SIP as required under NEPA.

Cultural Resources Services

A Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), and Archaeological Survey Report (ASR) are required to determine whether significant historic resources exist within or adjacent to the project Area of Potential Effects (APE). As part of this effort, ENGINEER will conduct archival research and cultural resources surveys of the project area and immediate vicinity to identify any

historic properties. The results of the archival research, Section 106 consultations and surveys will be included in the HPSR, HRER, and ASR.

Prepare Draft Area of Potential Effects Map

ENGINEER will prepare an Area of Potential Effects map (APE) that includes a delineation of the Area of Direct Impact (ADI), and Area of Indirect Effects.

Conduct Records Search

Compliance with Section 106 requires that an affirmative search is undertaken, to identify properties listed in, determined eligible, or eligible for listing, in the National Register of Historic Places (National Register) that may be affected by the proposed project. That search will be undertaken by performing a records search for the proposed project area at the Eastern Information Center, located at the University of Riverside.

The records search provides an overview of known archaeological and built-environment records, as well as and previous studies for historic significance within reasonable radius of the project APE. Information Center sources will include Archaeological Determinations of Eligibility (DOE) listings, historic maps, and the OHP-prepared Historic Property Data File (Data File) for communities in the APE. The Data File can contain listings in the National and California registers, State Historical Landmarks, and California Points of Historical Interest. In addition, complete listings for designated local and county landmarks will be reviewed. CALTRANS usually requires a one-mile search radius. A records search was conducted by Michael Dice of Michael Brandman Associates in August 2008 using a 0.5-mile search radius. The results of the records search indicated that five historic period resources are recorded within 0.5 mile of the project area. One resource, the UPRR segment between Los Angeles and Indio (P-33-9498), was identified in the project area. This resource, constructed ca. 1877, was determined not eligible for inclusion in the National Register of Historic Places. CALTRANS requires a one-mile search radius; therefore, a new records search will be requested.

The results of the records search will be reviewed by personnel who meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR §61) in architectural history and archaeology to identify the likelihood of encountering historic properties and other properties which will require further evaluation for eligibility for listing in the National Register or the California Register of Historical Resources (California Register). After those records have been reviewed, detailed field investigations will be conducted to identify additional historic properties which qualify for listing in the National and California registers.

Coordinate with Native Americans

Pursuant to 36 CFR Section 800.4(a)(3), preparation of the Archaeological Survey Report and Historic Property Survey Report will include coordination with local Native American individuals and groups who may have knowledge of, or concerns with, Native American resources in the area. ENGINEER will initiate this task on CALTRANS' behalf by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, ENGINEER will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, if they are aware of any Native American religious or cultural resources within or immediately adjacent to the project area. Up to two (2) telephone calls will be made to each of the Native American groups on the NAHC list to document "good-faith" efforts at follow-up.

Conduct Archaeological Survey of Area of Direct Impacts

ENGINEER will conduct a reconnaissance-level archaeological survey of the Area of Direct Impacts. The survey will be conducted by archaeologists using pedestrian transects. For the purposes of this proposal and cost estimate, ENGINEER assumes that no previously unrecorded archaeological resources will be encountered and no previously recorded cultural resources will require updates. Any previously unrecorded or recorded archaeological resources identified during the survey would require a change order for formal recordation. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. ENGINEER assumes that the archaeological survey will not require more than one field day.

Prepare Archaeological Survey Report

Upon approval of the APE map, completion of the records search, and archaeological survey, ENGINEER will prepare an Archaeological Survey Report (ASR). This ASR will document the results of the records search and field survey; discuss the potential eligibility of cultural resources within the APE for listing in the National Register of Historic Places; and provide management recommendations for these resources. The report will include maps depicting the area surveyed for cultural resources. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public. To protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the COUNTY, CITY, CALTRANS, and project management personnel on a "need to know" basis. This report will

be submitted to the COUNTY, CITY and CALTRANS for review.

Consult with Local Governments/Local Historic Groups

Pursuant to 36 CFR Section 800.4(a)(3), preparation of the HPSR will include consultation with individuals and organizations who may have knowledge of, or concerns with, historic properties in the area. Consultation will include inquiries to local governments, and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. As many as two telephone calls will be made to each of the groups to document "good-faith" efforts of follow-up.

Conduct Built Environment Survey

A qualified Architectural Historian will direct an intensive-level survey of the indirect APE. For the purposes of this proposal and cost estimate, ENGINEER assumes that the indirect APE will extend approximately one parcel away from any ground disturbances or right-of-way acquisitions. ENGINEER assumes that the architectural survey will not require more than one field day.

Preliminary research conducted by Michael Dice of Michael Brandman Associates indicates that one resource, the UPRR segment between Los Angeles and Indio (P-33-9498), was identified in the project area. ENGINEER assumes that this resource (P-33-9498) will require an update to the California Department of Parks and Recreation (DPR) forms. ENGINEER will need to determine whether new information or passage of time has caused the railroad segment to become historically significant, or whether conditions have not changed and railroad segment is still ineligible for the National Register of Historic Places (confirming that the prior evaluation is still valid). Per the CALTRANS SER, re-evaluations must be documented on the appropriate inventory forms and in cultural resource study documents. Those forms will constitute a portion of the HRER (see Subtask 1-8).

ENGINEER assumes that no additional resources that are more than 50 years of age will require recordation on DPR forms. SWCA assumes that any resources that are more than 50 years old will be exempt from evaluation pursuant to Attachment 4 of the CALTRANS Programmatic Agreement (P.A.). Should additional resources that are older than 50 years be identified within the indirect APE, ENGINEER would request a change order to conduct the additional work.

Prepare Historic Resources Evaluation Report

Upon completion of the APE, consultation, DPRs, and built environment survey, ENGINEER will prepare a Historic Resources Evaluation Report (HRER). The HRER will be prepared according to CALTRANS' current

guidance as specified in the SER.

Prepare Historic Property Survey Report

Upon completion of the APE, consultation, surveys, ASR, and HRER, ENGINEER will prepare a short-format CALTRANS Historic Property Survey Report (HPSR). The short-format HPSR will be prepared according to CALTRANS current guidance as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation; it will include a project description, a description of the APE, details of consultation with Native American groups/individuals as well as and local government and historic groups, a summary of identification efforts, information regarding any properties identified within the APE, a list of attached documentation, and the findings of the study.

If a historic resources effects analysis becomes necessary, ENGINEER can prepare the analysis and consultation with SHPO and interested parties under a separate contract and budget.

Paleontological Resources Services

Michael Brandman Associates prepared a Paleontological Identification Report (PIR) for the project site. The report indicates that the records search disclosed that the APE is located on surface exposures of Pleistocene older alluvium, and that such alluvium is considered to have high potential for impacts to buried fossil resources. Per CALTRANS requirements, ENGINEER understands that a Paleontological Evaluation Report (PER) is required to determine whether or not significant historic resources exist within or adjacent to the project APE. As part of this effort, ENGINEER will conduct archival research and a paleontological resources survey of the project area and immediate vicinity to identify any historic properties. The results of the archival research and survey will be included in the PER.

Conduct Museum Records Search and Literature Review

ENGINEER will examine records maintained by the Vertebrate Paleontology section at the San Bernardino County Museum (SBCM) in order to determine whether or not previously recorded paleontological resources occur within the Area of Direct Impact or within a one-mile radius of those boundaries. Published and unpublished literature and geologic maps will be reviewed in order to thoroughly assess the paleontological resource potential of the study area.

Conduct Paleontological Resources Field Survey

Subsequent to the completion of the paleontological records search and map review, ENINEER will conduct a reconnaissance survey of the project site to locate (1) surface fossils; (2) exposures of potentially fossiliferous

rock; and (3) areas in which fossiliferous rock or potentially fossiliferous surficial deposits could be exposed or otherwise impacted during construction-related ground disturbance. Based on our past experience and research in the area, and for the purposes of this proposal and cost estimate, ENGINEER assumes that the paleontological resources survey will be negative (i.e. no previously unrecorded paleontological resources or localities will be discovered). No excavation will be conducted, nor will any fossil specimens be collected during the survey.

Prepare Paleontological Evaluation Report (PER)

At the conclusion of the records search and field survey, a Paleontological Evaluation Report (PER) consistent with CALTRANS guidelines will be drafted documenting the results of the paleontological study. The report will describe the geology of the project areas in terms of their paleontological content and sensitivity, present the results of the paleontological sensitivity analysis, summarize and discuss previously recorded fossil localities within the project areas (if any); discuss the significance of previously recorded localities within the project areas and elsewhere in the same geologic units; discuss the paleontological requirements of the project and compliance with the requirements in the context of existing legislative authorities; and present paleontological resource mitigation recommendations. The report will also include a paleontological sensitivity GIS map that will depict areas where further mitigation (such as construction monitoring) may be recommended.

NES(MI)

Research, Preparation and Coordination for Habitat Assessment. ENGINEER will conduct searches of the California Natural Diversity Database and the CNPS Electronic Inventory of Rare and Endangered Vascular Plants and review the results to prepare for the field surveys.

Field Reconnaissance, Focused Surveys and Vegetation Mapping. Field surveys will be conducted to establish existing biological conditions within and adjacent to the project footprint. This biological study area includes the direct project footprint and a 50' buffer. The field survey will include habitat suitability assessments for MSHCP species, Burrowing Owl (Athene cunicularia), Yucaipa Onion (Allium marvinii), and Many-stemmed Dudleya (Dudleya multicaulis). A map of the vegetation communities and other land uses within the project area will be created on an aerial photograph. The material will be incorporated into a Natural Environmental Study/Minimal Impact (NES/MI) and submitted for COUNTY and CALTRANS review. Focused surveys will be conducted for the Burrowing Owl (Athene cunicularia), Yucaipa Onion (Allium

marvinii), and Many-stemmed Dudleya (Dudleya multicaulis) as defined by the County's Multiple Species Habitat Conservation Plan if suitable habitat is present. Survey visits will be performed in April and May, 2010 to provide adequate coverage through the blooming season for target plants. Burrowing Owl focused surveys will be conducted consistent with MSHCP protocol. Survey reports will be prepared and provided as part of the NES/MI for COUNTY and CALTRANS review. The NES(MI), including any focused surveys, will be prepared consistent with current Caltrans standards.

Identify Section 404 Jurisdictional Areas (wetlands or other waters of the US). This task will include a field reconnaissance by an environmental scientist trained in US Army Corps of Engineers (Corps) methodologies for wetland identification and delineation. Wetland delineation will be based on the Corps of Engineers Wetlands Delineation Manual published in January 1987 as well as the June 2001 Final Summary Report: Guidelines for Jurisdictional Determinations For Waters of the United States and as defined in the Rapanos Guidance for establishment of an ordinary high water mark for streams, lakes and other open waterbodies. The evaluation will also address California Department of Fish and Game requirements for potential impacts to streambeds as defined in Section 1600 of the CDFG Code.

This task includes the necessary documentation for submittal to the Corps for verification of the status of the subject property. The documentation will include ground photography, aerial photography or site topography maps with the location of the Section 404 jurisdictional areas and a narrative describing the methodology, the results of the evaluation. ENGINEER will mark the approximate boundary of the jurisdictional areas on aerial photography or site topographic maps. Permit applications for impacts to wetlands and/or Waters of the US are not included in this task.

Visual Impact Technical Memorandum

ENGINEER will prepare an assessment that will look at the visual quality of the existing landscape in the area of the proposed project with and without the proposed improvements. ENGINEER'S assessment will look at several viewpoints within the project area including north and south views of I-80, north and south views of the UP/Sunset Avenue undercrossing and views to all ramps where walls are being added. Each viewpoint will include a description of the area/view and an analysis. The analysis will evaluate the "Vividness", "Intactness" and "Unity" for both existing and proposed views of the viewpoints described previously. ENGINEER will prepare one visual simulation within the project area of a view, selected with input from COUNTY and CALTRANS.

Environmental Assessment and Testing

Environmental Site Assessment ENGINEER will prepare a Phase I Environmental Site Assessment (ESA) in accordance with the due diligence procedures and methodology presented in the ASTM E 1527-05. The purpose of the Phase I ESA is to identify Recognized Environmental Conditions (RECs) as defined in ASTM E 1527-05, 1.1.1; provide an opinion of the impacts on the property resulting from conditions identified during the investigation, by a qualified Environmental Professional (EP) (ASTM E 1527-05, 12.6); provide an opinion by a qualified EP, on the need for additional investigations (ASTM E 1527-05, 12.6.1); and provide a statement consistent with ASTM E 1527-05, 12.13, on the qualifications of the EP and the suitability of the Phase I ESA to meet the requirements of The All Appropriate Inquiry Rule, CFR 40 312.

This Phase I ESA also provides comments on non-scope considerations defined under ASTM E 1527-05, 13. The assessment will reflect the general national standard of practice and the local customary practice as understood by the EP. The Phase I will be based on information that is defined as reasonably ascertainable (ASTM E 1527-05, 6.2.1). The EP will use ASTM 1527-05 along with judgment and experience when reviewing results of the assessment and in identifying findings and RECs (ASTM E 1527-05, 1.6).

The purpose of this investigation is to address potential environmental concerns of ADL in soil, subsurface impacts posed by petroleum hydrocarbons and assessing for the presence lead and asbestos containing materials.

Pre-Field Activities

- Meet with the Client onsite for project and safety briefing.
- Prepare a Health and Safety Plan to provide guidelines on the use of personal protective equipment (PPE) and a presentation of the health and safety procedures to be implemented during the proposed field activities.
- Contact Underground Service Alert (USA) to attempt to delineate subsurface public utilities and conduits in proximity to the proposed borings.
- Retain the services of a California Department of Health Services (CDOHS)-certified analytical laboratory to analyze the soil samples collected during the field activities.

Lead and Asbestos Survey

- Perform a visual survey of interior and exterior areas of the Site structure to identify and inventory suspect ACM and/or LBP that are visually apparent at the time of our assessment. The survey

will be performed by a Cal/OSHA-Certified Asbestos Consultant and California DHS-Certified Lead Inspector/Assessor. We will collect representative bulk samples of suspect ACM (i.e., one to three samples per miscellaneous material, three samples of each type of thermal system insulation, samples of friable surfacing materials according to the 3/5/7 rule based on quantity of material, and samples of non-friable surfacing materials as deemed appropriate by the inspector).

- ~ Unless instructed otherwise, we plan to perform some minor destructive sampling during this assessment. Slight damage will occur to materials that are sampled. We will patch, but not repaint, sampled areas. Unless instructed otherwise, we will look for suspect flooring materials under carpeting (if present) in several representative locations.
- ~ Unless instructed otherwise, we plan to collect samples of suspect piping insulation and/or road paint.

- Forward samples of suspect ACM collected from the Site to a certified environmental laboratory for analysis utilizing standard chain-of-custody documentation. We will instruct the laboratory to analyze suspect ACM samples using polarized light microscopy (PLM) according to the United States Environmental Protection Agency (USEPA)-recommended method. Results of the analysis will be presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite). When the asbestos content is visually estimated to be less than 10% in a material, the Client may elect to (1) assume the amount is greater than 1% and treat the material as asbestos-containing, or (2) request verification of the amount by Transmission Electron Microscope (TEM) analysis.
- A reasonable effort will be made to identify suspect ACM and/or LBP; however, this does not guarantee that all possible sources of ACM and LBP will be identified as certain materials may be hidden by walls, flooring, partitions, etc., or may be otherwise inaccessible, such as irrigation piping. During demolition operations, suspect materials may be discovered. These materials should be treated as ACM and/or LBP until sampling and analysis indicate otherwise.

ADL investigation – I-10 Corridor

- Advance 20 soil borings: 10 on the right shoulder of the east bound lanes and 10 on the right shoulder of the west bound lanes in areas of exposed soil. Sample locations will be recorded using a GPS enabled device and plotted on a base map (to be provided by Client).

- Collect 40 soil samples from the hand auger borings at approximate depths of 0.5 and 1.5 feet beneath the surface. Soil samples will be transferred to laboratory-provided glass jars, capped, and transported to the CDOHS-certified analytical laboratory for analyses. This proposal assumes that a total of 40 soil samples will be collected during the field activities. However, the actual number of samples collected depends on soil conditions and accessibility to the boring locations.
- Soil cuttings generated from each boring will be used to backfill the borehole created by the hand auger.
- Water used to decontaminate sampler equipment will be discharged onsite in an area that will not result in erosion or entry into storm drain infrastructure.
- Quality assurance/quality control (QA/QC) procedures will be performed for each method of analysis with specificity for each analyte listed in the test method's QA/QC at a rate of 10%.
- Submit the soil samples to the CDOHS-certified laboratory for testing. The 120 soil samples will be analyzed for total lead, based on EPA Test Method 6010.
- Soil samples with total lead concentrations greater than 50 milligrams per kilogram (mg/kg) will be further analyzed for soluble lead using the California Waste Extraction Test (WET) method using citric acid.
- Total lead samples exceeding 1,000 mg/kg or soluble lead exceeding 5 milligrams per liter will be analyzed using the Toxicity Characteristic Leaching Procedure (TCLP) for Federal Waste classification.
- This proposal assumes that all 40 samples will be analyzed for total lead and 20 of the samples would require analysis for soluble lead by the WET and/or TCLP and/or DI WET for reuse evaluation.
- Samples will be analyzed by the analytical laboratory on a standard 1-week turn around.

Soil Sampling and Analysis in the Vicinity of Railroad

- Advance 4 soil borings along the east and west shoulders of S. Sunset Avenue in the vicinity of the railroad. Soil samples shall be collected at 2.5, 5.0, 10.0 15.0 and 20.0 feet below ground surface in brass or acetate sleeves.
- Soil samples shall be submitted to a State Certified Analytical Laboratory for analysis. Soil samples will be analyzed for Metals, Polynuclear Aromatic Hydrocarbons (PAHs) and Semi-

Volatile Organic Compounds (SVOCs) using EPA Test Methods 6010/7000, 8310, and 8270B, respectively.

Soil Sampling – 3230 W. Ramsey Street

- Advance 4 soil borings along the south and east property line in the vicinity of 3230 W. Ramsey Street. Soil samples shall be collected at 2.5, 5.0, 10.0 15.0 and 20.0 feet below ground surface in brass or acetate sleeves.
- Soil samples shall be submitted to a State Certified Analytical Laboratory for analysis. Soil samples will be analyzed for Diesel and Gasoline Range Organics, Volatile Organic Compounds (VOCs) and Oxygenates (i.e., MTBE) using EPA Test Methods 8015B and 8270B, respectively.

Report Preparation - A report of the investigations conducted will be prepared presenting background information, field procedures, laboratory results, figures, data interpretations, conclusions and recommendations regarding remedial options with regard to the potentially lead, asbestos and petroleum hydrocarbon impacted soil/materials.

Statutory Exemption/Categorical Exclusion Document

The ENGINEER will prepare a joint Statutory Exemption/Categorical Exclusion (SE/CE) to meet both CEQA and NEPA requirements. The SE/CE will be accompanied by the technical studies and with CALTRANS approval, is intended to complete the environmental review process. The SE/CE forms will be completed and submitted to CALTRANS and Riverside County for review. It is assumed one review cycle would be sufficient to address agency comments on the SE/CE submittal. Signatures on the SE/CE shall indicate the respective agencies' authorization approval the documentation.

J. COMBINED PROJECT STUDY REPORT – PROJECT REPORT (PSR-PR)

A PSR-PR will be developed following CALTRANS procedures and criteria outlined in the CALTRANS Project Development Procedures Manual. The PSR-PR will be submitted to the COUNTY and CALTRANS for review and approvals.

Assumptions:

- ❖ The ENGINEER will prepare the PSR-PR based on technical studies required by CALTRANS and FHWA. The ENGINEER will prepare the required technical studies, which may include:
  - Mandatory and Advisory Design Exception Fact Sheets (AIII, Item P)
  - Storm Water Data Report (AIII, Item F)

- Transportation Management Plan (AIII, Item P)

❖ ENGINEER will perform a preliminary analysis of one Build Alternative to be included in the PSR-PR. The analysis will be reviewed with the PDT, and the process documented in the PSR-PR. The intent of the analysis is to obtain consensus on the engineering, environmental studies/determination and the necessary approvals to proceed into final design.

❖ ENGINEER will prepare a preliminary estimate of probable construction cost for the Build Alternative.

- Preliminary cost estimate will be prepared using the CALTRANS 7-page cost estimating format.
- Unit costs will be developed with current CALTRANS cost data, bid summaries, and construction trends.

❖ It is assumed that CALTRANS will only require Combined PSR-PR to approve this project. An independent Project Report will not be required.

❖ It is assumed that most information from the Draft Supplemental Project Study Report studies dated August 2009 can be utilized to prepare the Combined PSR-PR.

K. GEOMETRIC APPROVAL DRAWINGS

Geometric Approval Drawings of the Build Alternative will be prepared as a roll plot at 1"=100' scale. This roll plot will include plans, typical cross-sections and profiles.

The drawings will reflect CALTRANS standards and criteria for freeway facilities and COUNTY standards and criteria for local facilities. The Geometric Approval Drawings will require CALTRANS approval.

M. RIGHT OF WAY MAPPING AND ACQUISITION

ENGINEER shall prepare the Right of Way Requirement map suitable for PSR-PR level. All other right-of way mappings and acquisition documents are assumed to performed by the COUNTY. Title investigation search, appraisals, preparation of plats and legals are assumed to be performed by the COUNTY.

N. AGREEMENTS

The ENGINEER will provide technical support to the COUNTY/CALTRANS as required for obtaining cooperative agreements, freeway agreements, development agreements, and escrow agreements, etc.

Assumptions:

❖ COUNTY will be the lead on all of the agreements.

O. UTILITY COORDINATION

The intent of the COUNTY is that the services of the ENGINEER shall be complete and "turn-key" with

respects to utility coordination matters for Project Report level coordination, except for those procedures that must be performed by COUNTY.

ENGINEER shall coordinate with utility owners and COUNTY and State of California Department of Transportation (CALTRANS) utility coordination staff with respect to utility related matters, including but not limited to:

a. Requests for readily available utility as-built plans and inventory maps.
b. Request for property rights information.
c. Design coordination meetings and communications.
d. Inclusion of utility information on improvement plans.
e. No conflict letters.
f. Other procedures and communications as required.

ENGINEER shall provide copies of all correspondence with utility companies and other utility related information to the COUNTY and CALTRANS as required.

ENGINEER shall act as extension of staff to implement utility coordination and relocation in accordance with CALTRANS Right of Way Manual, Chapter 13 and necessary COUNTY procedures, including but not limited to:

a. Preparation of letters to owners of utilities

   Many letters will require signature by COUNTY's utility coordination or project management staff. ENGINEER shall prepare letters for COUNTY signature as required. ENGINEER shall prepare and send correspondence under ENGINEER's signature when feasible and appropriate.

b. Phone, email and office communication

   ENGINEER shall communicate effectively as needed to achieve necessary and required utility coordination and relocations via all communication methods.

c. Meetings

   ENGINEER shall set up utility coordination meetings as needed.

e. Submittals

   ENGINEER shall submit letters, notices to owner, and other documents to COUNTY and CALTRANS for reviews and approvals.

f. CALTRANS procedures, general

ENGINEER shall comply with CALTRANS utility coordination procedures, as outlined in Chapter 13 of the CALTRANS Right of Way manual. ENGINEER shall be knowledgeable in the required procedures, and shall coordinate with COUNTY and CALTRANS as required. ENGINEER shall maintain files in accordance with CALTRANS filing requirements, and shall provide CALTRANS with duplicate files and shall provide COUNTY with original files upon completion of construction.

Other and related duties of ENGINEER are as follows, as appropriate and as required:

ENGINEER shall obtain record copies of utility maps from each utility owner within the project limits for known existing and/or proposed utility facilities. ENGINEER shall include mapping and/or exhibits that clearly define the project limits as part of the requests for utility information. ENGINEER shall identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. ENGINEER shall prepare preliminary plans, which shall include known existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate.Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by whom.

ENGINEER shall send preliminary design plans to owning utility companies within the project limits with request for review and comments on the plans relevant to their respective facilities, and other project specific information.

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

P. MISCELLANEOUS DESIGN SUPPORT

Design Exceptions

If design exceptions are deemed necessary, these will be identified early in the PROJECT and the ENGINEER will coordinate with CALTRANS to receive approval.

Assumptions:

- Mandatory and Advisory design exception Fact Sheets will be prepared and processed through CALTRANS. One meeting with the CALTRANS geometrician is assumed during the PSR-PR studies.

Transportation Management Plan

The ENGINEER shall prepare and submit a Project Report level Transportation Management Plan for

COUNTY and CALTRANS review and approval.

- ❖ Full closure of the freeway interchange at Sunset Avenue is assumed.
- ❖ Transportation Management Plan shall comply with CALTRANS requirements.

Multi-Modal Study

Not anticipated to be necessary and not included within this scope of work.

Modified Access Report

Not anticipated to be necessary and not included within this scope of work.

ARTICLE AVIII • COMPUTER FACILITIES

A. CALCULATIONS

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

B. COMPUTER AIDED DRAFTING AND DESIGN (CADD)

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

ARTICLE AIX • QUALITY CONTROL PLAN

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

END OF SCOPE

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, 2019, unless extended by supplemental agreement.

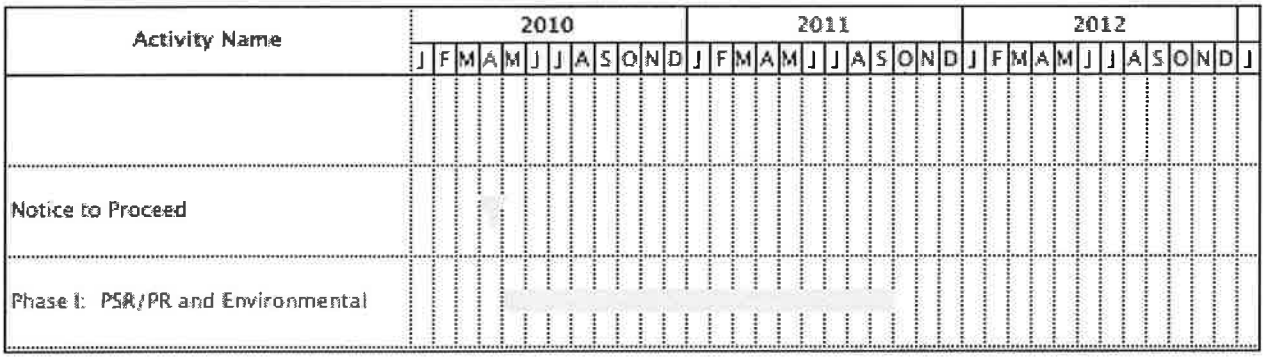
A. PHASES

The Schedule is divided into the following 1 phase:

1. PSR/PR and Environmental Phase

B. GANTT CHART

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



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..... 51.45 %

   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..... 144.33 %

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 ..... 195.78 %

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the ENGINEER is $33,178.50 (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
Reproduction	$6,000	LS
Value Analysis	$35,000	LS
Office Expense	$9,000	LS

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

D. OUTSIDE SERVICES

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

ARTICLE CII • DIRECT SALARY RATES

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

A. PREMIUM OVERTIME

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

B. SALARY RATES

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

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES			
Project Manager	$70.00	-	$80.00	hour
Senior Engineer	$45.00	-	$70.00	hour
QC/Senior Engineer	$60.00	-	$70.00	hour
Senior Drainage Engineer	$45.00	-	$55.00	hour
Senior Traffic Engineer	$45.00	-	$55.00	hour
Project Engineer	$40.00	-	$50.00	hour
Engineer	$30.00	-	$40.00	hour
Assistant Engineer	$25.00	-	$35.00	hour
CADD Designer	$35.00	-	$45.00	hour
Admin Support	$20.00	-	$35.00	hour
Senior Environmental Planner	$55.00	-	$65.00	hour
Planner	$40.00	-	$50.00	hour
Biologist	$30.00	-	$40.00	hour
Senior noise Specialist	$55.00	-	$65.00	hour

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

ARTICLE CIII • INVOICING

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

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise

agreed in writing by the County Contract Administrator.

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

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

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed **$663,477.18** (not including contingency), and reimbursement is to be made at actual cost plus fixed fee for the contractors shown in the attached ENGINEER's cost proposal. In addition to ENGINEER's cost proposal budget, a general contingency budget in the amount of **$150,000** will be held in reserve by COUNTY 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.

FEE PROPOSAL SUMMARY

		PHASE 1	PHASE II	PHASE III	PHASE IV	TOTALS
Kimley-Horn and Associates, Inc.		$525,558.55				$525,558.55
Geocon Consultants, Inc.		$46,852.74				$46,852.74
Simon Wong Engineering	DBE	$20,459.77				$20,459.77
Tait & Assoc.		$14,392.50				$14,392.50
PAN Environmental, Inc.	DBE	$22,396.90				$22,396.90
Rocks Biological Consulting, Inc.		$9,285.94				$9,285.94
SWCA Environmental Consultants, Inc.		$24,530.78				$24,530.78
TOTALS		$663,477.18				$663,477.18

Phase I: Project Report/Environmental

COMPANY:	SCOPE OF WORK	DATE:	REV:
Kimley-Horn and Associates, Inc.	Project Report/Environmental	3/11/10	1
PROJECT:		**MILESTONE/PHASE/PROJ SUMMARY:**	
Sunset Avenue/UP Grade Separation		Phase I	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Dennis Landaal, PE	Project Manager	164	@	$72.12	$11,827.68
Jason Valencia, PE	Senior Engineer	525	@	$47.84	$25,116.00
Darren Adrian,PE	QC/ Senior Engineer	45	@	$61.78	$2,780.10
John Morris, PE, PLS	QC/ Senior Engineer	30	@	$69.72	$2,091.60
Sam McWhorter, PE	Senior Drainage Engineer	100	@	$46.15	$4,615.00
Jon Collins, PE	Senior Traffic Engineer	8	@	$48.08	$384.64
Doug Fisher, PE	Project Engineer	686	@	$45.20	$31,007.20
	Engineer	263	@	$36.00	$9,468.00
	Assistant Engineer	425	@	$32.00	$13,600.00
	CADD Designer	445	@	$38.00	$16,910.00
	Admin Support	233	@	$23.00	$5,359.00
Ryan Birdseye	Senior Env. Planner	168	@	$60.10	$10,096.80
Scott Barker	Planner	90	@	$46.88	$4,219.20
Karina Fidler	Planner	48	@	$42.80	$2,054.40
Brady Walker	Biologist	234	@	$32.69	$7,649.46
Jeff Fuller	Sr. Noise Specialist	40	@	$59.62	$2,384.80
	TOTAL HOURS	3504		TOTAL DIRECT LABOR	$149,563.88

MULTIPLIERS

ESCALATION @	(Rate)		
OVERHEAD @	195.78% (of Total Direct Labor + Escalation)	$292,816.16	
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)		
		TOTAL MULTIPLIERS	$292,816.16

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reproduction	1	LS	@	$6,000.00	$6,000.00
Aerial Mapping					
Value Analysis	1	LS	@	$35,000.00	$35,000.00
Office Expense	1	LS	@	$9,000.00	$9,000.00
				TOTAL OTHER DIRECT EXPENSES	$50,000.00

OUTSIDE SERVICES (w/o fee)

COMPANY		LABOR	MULTIPLIER	EXPENSES	TOTAL
Geocon Consultants, Inc.		$9,772.00	$15,635.20	$19,540.00	$44,947.20
Simon Wong Engineering	DBE	$7,469.22	$10,660.80	$970.00	$19,100.02
Tait & Assoc.		$11,900.00		$1,600.00	$13,500.00
PAN Environmental, Inc.		$8,923.20	$11,352.99	$600.00	$20,876.19
Rocks Biological Consulting, Inc.		$3,325.00	$4,987.50	$350.00	$8,662.50
SWCA Environmental Consultants, Inc.		$7,772.47	$13,189.88	$1,996.25	$22,958.60
				TOTAL OUTSIDE SERVICES	$130,044.51

FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)		
KIMLEY-HORN AND ASSOCIATES, INC	7.50% (of Total Direct Labor + Total Multipliers)	$33,178.50	
OUTSIDE SERVICES @	7.50% (of Total Labor + Total Multiplier for Outside Services)	$7,874.12	
		TOTAL FEES	$41,052.62
		TOTAL COST	**$663,477.18**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Geocon Consultants, Inc.	Geotechnical/Hazardous Materials	3/11/10	1
PROJECT:		**MILESTONE/PHASE/PROJ SUMMARY:**	
Sunset Avenue/UP Grade Separation		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Joe Vettel	Principal Engineer	34	@	$53.00	$1,802.00
Yong Wang	Senior Engineer	145	@	$34.00	$4,930.00
Paul Theriault	Senior Project Geologist	30	@	$33.50	$1,005.00
Ken Cox	Senior Project Engineer	22	@	$30.75	$676.50
Elizabeth Hartung	Staff Geologist	26	@	$25.25	$656.50
Rueben Aguilar	Draftsman	18	@	$24.00	$432.00
Dalene McConnel-Cram	Word Processor	12	@	$22.50	$270.00
	TOTAL HOURS	287		TOTAL DIRECT LABOR	$9,772.00

MULTIPLIERS

ESCALATION @		(Rate)	
OVERHEAD @	160.00%	(of Total Direct Labor + Escalation)	$15,635.20
PAYROLL ADDITIVES @		(of Total Direct Labor + Escalation)	
		TOTAL MULTIPLIERS	$15,635.20

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
GDR-lab testing		LS		$7,350.00	
FR-lab testing		LS		$5,870.00	
ATL-lab testing - ADL (Environmental)	1	LS	@	$3,360.00	$3,360.00
ATL-lab testing - Railroad (Environmental)	1	LS	@	$11,800.00	$11,800.00
ATL-lab testing - 3230 Ramsey (Environmental)	1	LS	@	$4,380.00	$4,380.00
				TOTAL OTHER DIRECT EXPENSES	$19,540.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
GDR-driller				
FR-driller				
GDR-traffic control				
FR-traffic control				
			TOTAL OUTSIDE SERVICES	

FEES

OUTSIDE SERVICES ADMIN FEE @		(of Total Outside Services & Outside Services Fees)	
GEOCON CONSULTANTS, INC. @	7.50%	(of Total Direct Labor + Total Multipliers)	$1,905.54
OUTSIDE SERVICES @		(of Total Labor + Total Multiplier for Outside Services)	
		TOTAL FEES	$1,905.54
		TOTAL COST	$46,852.74

COMPANY:	SCOPE OF WORK	DATE:	REV:
Simon Wong Engineering	Bridge Engineering Services	1/25/10	1
PROJECT:		**MILESTONE/PHASE/PROJ SUMMARY:**	
Sunset Avenue/UP Grade Separation		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Mark Creveling	Principal Engineer	8	@	$90.16	$721.28
Craig Shannon	Sr Bridge / VE Eng			$50.65	
Andrew Sanford	Project Manager	60	@	$58.86	$3,531.60
Keith Gazaway	Sr Bridge Engineer	50	@	$49.27	$2,463.50
Steve Hall	Sr Bridge Engineer			$42.84	
Lise Muco	Asst Engineer			$30.58	
Colby Cushing	Asst Engineer			$30.80	
Ty Brittan	Sr Technician	12	@	$52.94	$635.28
Kristina Donovan	CADD Technician			$33.70	
Robin McLinden	Admin Support	4	@	$29.39	$117.56
	TOTAL HOURS	134		TOTAL DIRECT LABOR	$7,469.22

MULTIPLIERS

ESCALATION @	3.00%	(Rate)	$224.08
OVERHEAD @	135.66%	(of Total Direct Labor + Escalation)	$10,436.73
PAYROLL ADDITIVES @		(of Total Direct Labor + Escalation)	
		TOTAL MULTIPLIERS	$10,660.80

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction & Delivery Costs	1	LS	$750.00	$750.00
Mileage Costs	400	miles	$0.55	$220.00
		TOTAL OTHER DIRECT EXPENSES		$970.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
			TOTAL OUTSIDE SERVICES	

FEES

OUTSIDE SERVICES ADMIN FEE @		(of Total Outside Services & Outside Services Fees)	
SIMON WONG ENGINEERING @	7.50%	(of Total Direct Labor + Total Multipliers)	$1,359.75
OUTSIDE SERVICES @	8.00%	(of Total Labor + Total Multiplier for Outside Services)	
		TOTAL FEES	$1,359.75
		TOTAL COST	**$20,459.77**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Tait & Assoc.	Caltrans Processing	3/11/10	1

PROJECT:	MILESTONE/PHASE/PROJ SUMMARY:
Sunset Avenue/UP Grade Separation	All Phases

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
David Tait	Project manager	50	@	$238.00	$11,900.00
				TOTAL HOURS 50	TOTAL DIRECT LABOR $11,900.00

MULTIPLIERS

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

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Travel	4		@	$400.00	$1,600.00
					TOTAL OTHER DIRECT EXPENSES $1,600.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
				TOTAL OUTSIDE SERVICES

FEES

OUTSIDE SERVICES ADMIN FEE @		(of Total Outside Services & Outside Services Fees)	
TAIT & ASSOC. @	7.50%	(of Total Direct Labor + Total Multipliers)	$892.50
OUTSIDE SERVICES @	10.00%	(of Total Labor + Total Multiplier for Outside Services)	
			TOTAL FEES $892.50

TOTAL COST $14,392.50

COMPANY:	SCOPE OF WORK	DATE:	REV:
PAN Environmental, Inc.	Air Quality	3/11/10	1

PROJECT:	MILESTONE/PHASE/PROJ SUMMARY:
Sunset Avenue/UP Grade Separation	All Phases

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Dana Byrne	Senior Consultant	200	@	$42.12	$8,424.00
Tim Leatherland	Editor	20	@	$24.96	$499.20
	TOTAL HOURS	220		TOTAL DIRECT LABOR	$8,923.20

MULTIPLIERS

ESCALATION @	(Rate)		
OVERHEAD @	127.23% (of Total Direct Labor + Escalation)	$11,352.99	
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)		
		TOTAL MULTIPLIERS	$11,352.99

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
report Reproduction, printing, UPS, traveling	1	LS	@	$600.00	$600.00
				TOTAL OTHER DIRECT EXPENSES	$600.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
			TOTAL OUTSIDE SERVICES	

FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)		
PAN ENVIRONMENTAL, INC. @	7.50% (of Total Direct Labor + Total Multipliers)	$1,520.71	
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)		
		TOTAL FEES	$1,520.71
		TOTAL COST	**$22,396.90**

COMPANY:	SCOPE OF WORK	DATE:	REV:
Rocks Biological Consulting, Inc.	Biology	3/11/10	1
PROJECT:		**MILESTONE/PHASE/PROJ SUMMARY:**	
Sunset Avenue/UP Grade Separation		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Jim Rocks	Biology	95	@	$35.00	$3,325.00
		TOTAL HOURS 95		TOTAL DIRECT LABOR	$3,325.00

MULTIPLIERS

ESCALATION @		(Rate)	
OVERHEAD @	150.00%	(of Total Direct Labor + Escalation)	$4,987.50
PAYROLL ADDITIVES @		(of Total Direct Labor + Escalation)	
		TOTAL MULTIPLIERS	$4,987.50

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Repro, mileage, delivery, etc.	1	ea	@	$350.00	$350.00
				TOTAL OTHER DIRECT EXPENSES	$350.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
			TOTAL OUTSIDE SERVICES	

FEES

OUTSIDE SERVICES ADMIN FEE @		(of Total Outside Services & Outside Services Fees)	
ROCKS BIOLOGICAL CONSULTING, IN	7.50%	(of Total Direct Labor + Total Multipliers)	$623.44
OUTSIDE SERVICES @	10.00%	(of Total Labor + Total Multiplier for Outside Services)	
		TOTAL FEES	$623.44

TOTAL COST $9,285.94

COMPANY:	SCOPE OF WORK	DATE:	REV:
SWCA Environmental Consultants, Inc.	Cultural/Paleontological Resources	3/11/10	1
PROJECT:		**MILESTONE/PHASE/PROJ SUMMARY:**	
Sunset Avenue/UP Grade Separation		All Phases	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
F. Smith	Senior Historical Historian	12	@	$50.00	$600.00
C. Harper	Cultural Resource Specialist VIII	34	@	$37.02	$1,258.68
C Flynn	GIS/CADD Specialist VII	22	@	$35.82	$788.04
S. Murray	Cultural Resource Specialist II	6	@	$21.50	$129.00
S. Fransicso	Cultural Resource Specialist III	76	@	$24.00	$1,824.00
C. Cisneros	Cultural Resource Specialist IV	46	@	$22.00	$1,012.00
P. Kloess	Administrative V	1	@	$20.00	$20.00
J. Dietler	Principal Investigator IX	6	@	$41.35	$248.10
E. Slocum	Technical Writer/Editor IV	16	@	$31.00	$496.00
J. Debusk	Paleontology Specialist VIII	36	@	$37.26	$1,341.36
C. Corsetti	Subject Matter Expert XI	1	@	$55.29	$55.29
	TOTAL HOURS	256		TOTAL DIRECT LABOR	$7,772.47

MULTIPLIERS

ESCALATION @	(Rate)		
OVERHEAD @	122.40%	(of Total Direct Labor + Escalation)	$9,513.50
PAYROLL ADDITIVES @	47.30%	(of Total Direct Labor + Escalation)	$3,676.38
		TOTAL MULTIPLIERS	$13,189.88

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Copies (Color)	10	ea	@	$2.00	$20.00
Overnight Delivery	7	ea	@	$15.00	$105.00
SBCM Records Search	1	ea	@	$200.00	$200.00
Mileage	525	mi	@	$0.55	$288.75
CIC Records Search	6	ea	@	$150.00	$900.00
Copies (B&W)	650	ea	@	$0.15	$97.50
Misc	1		@	$25.00	$25.00
				TOTAL OTHER DIRECT EXPENSES	$1,636.25

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Windward Environmental	$360.00			$360.00
			TOTAL OUTSIDE SERVICES	$360.00

FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)		
SWCA ENVIRONMENTAL CONSULTAN	7.50%	(of Total Direct Labor + Total Multipliers)	$1,572.18
OUTSIDE SERVICES @		(of Total Labor + Total Multiplier for Outside Services)	
		TOTAL FEES	$1,572.18

TOTAL COST **$24,530.78**

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc.	Project Summary	3/11/10	1
PROJECT:		MILESTONE/PHASE/PROJECT SUMMARY:	
Sunset Avenue/UP Grade Separation		All Phases	

Kimley-Horn and Associates, Inc. Summary

TASK	Project Manager	Senior Engineer	QC/ Senior Engineer	QC/ Senior Engineer	Senior Drainage Engineer	Senior Traffic Engineer	Project Engineer	Engineer	Assistant Engineer	CADD Designer	Admin Support	Senior Env. Planner	Planner	Planner	Biologist	Sr. Noise Specialist		TOTAL
	$72.12	$47.84	$61.78	$69.72	$48.15	$48.08	$45.20	$36.00	$32.00	$38.00	$23.00	$60.10	$46.88	$42.80	$32.69	$59.62		
Phase 1 Subtotal	164	525	45	30	100	8	686	263	425	445	233	168	90	48	234	40		3,504
Phase 2 Subtotal																		
Phase 3 Subtotal																		
Phase 4 Subtotal																		
Totals	164	525	45	30	100	8	686	263	425	445	233	168	90	48	234	40		3,504

0 Summary

	PLS	LS	SRVY TECH	FIELD CREW														TOTAL
	$56.00	$41.50	$27.00	$99.65														

Geocon Consultants, Inc. Summary

	Principal Engineer	Senior Engineer	Senior Project Geologist	Senior Project Engineer	Staff Geologist	Draftsman	Word Processor											TOTAL
	$53.00	$34.00	$33.50	$30.75	$25.25	$24.00	$22.50											
	34	145	30	22	26	18	12											287

0 Summary

	Sr. Landscape Architect	Project Landscape Architect	Assistant Landscape Architect	GIS Specialist	Clerical / Word Processor													TOTAL
	$175.00	$95.00	$85.00	$125.00	$60.00													

0 Summary

	Principal In Charge	Project Manager	Project Coordinator	Designer	AutoCAD Drafter													TOTAL
	$135.00	$110.00	$80.00	$95.00	$65.00													

Simon Wong Engineering Summary

	Principal Engineer	Sr Bridge / VE Eng	Project Manager	Sr Bridge Engineer	Sr Bridge Engineer	Asst Engineer	Asst Engineer	Sr Technician	CADD Technician	Admin Support								TOTAL
	$90.16	$50.65	$58.86	$49.27	$42.84	$30.58	$30.80	$52.94	$33.70	$29.39								
	8		60	50				12		4								134

0 Summary

	Senior Project Manager	Senior Project Manager	Senior Consultant	Project Support	Project Support	Senior Property Manager	Property Manager											TOTAL
	$50.49	$43.27	$33.57	$33.65	$18.99	$50.00	$22.84											

0 Summary

	Project Principal	Project Manager	Sr. Rail Engineer	Engineer II	Engineer I	Designer I	CADD II	CADD I	Admin I									TOTAL
	$90.00	$62.50	$64.50	$34.65	$26.00	$20.00	$38.00	$31.80	$18.00									

Tait & Assoc. Summary

	Project manager																TOTAL
	$236.00																
	50																50

PAN Environmental, Inc.

	Senior Consultant	Editor															TOTAL
	$42.12	$24.96															
	200	20															220

Rocks Biological Consulting, Inc.

	Biology																TOTAL
	95																95

SWCA Environmental Consultants, Inc.

	Cultural Resource Specialist IX	Cultural Resource Specialist IV	Administrative V	Principal Investigator IX	Technical Writer/Editor IV	Paleontology Specialist VIII	Subject Matter Expert XI										TOTAL
	$24.00	$22.00	$20.00	$41.35	$31.00	$37.26	$55.29										
	12	34	22	6	76	46	1	6	16	36	1						256

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc	Project Report/Environmental	3/11/10	1
PROJECT:		MILESTONE/PHASE/PROJECT SUMMARY:	
Sunset Avenue/UP Grade Separation		Phase 1	

TASK	Project Manager	Senior Engineer	QC/ Senior Engineer	QC/ Senior Engineer	Senior Drainage Engineer	Senior Traffic Engineer	Project Engineer	Engineer	Assistant Engineer	CADD Designer	Admin Support	Senior Env. Planner	Planner	Planner	Biologist	Sr. Noise Specialist		TOTAL
Total Manhours	164	525	45	30	100	8	686	263	425	445	233	168	90	48	234	40		3,504
ARTICLE AII - PROJECT ADMINISTRATION																		
A. Project Management																		
Project Management Services	20	20						30			30							100
Kick Off Meeting	2	4							8									14
Design Review Coor/Meeting (PR level)	4	12																16
RWP Training		2			2		2		2			2			2			12
Right-of-Entry Permit Coordination		4					8											12
Misc Coordination	4	24									8							36
B. Budgeting																		
Project Budgeting	10	10					4				12							36
C. Cost Accounting																		
Project Cost Accounting	8	20									30							58
D. Scheduling																		
Project Scheduling	4	10					20											34
E. Progress Reporting																		
Progress Reporting	4	10					20				30							64
F. Contract Administration																		
Contract Administration Services/Progress Meetings	10	10					30				20							70
PS&E Component Close Out																		
Subtotal Hours	66	126			2		84	30	10		130	2			2			
ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT																		
A. Research and Data Gathering																		
Obtain Updated Project Information	1	5					10	10	10									36
B. Project Development Team																		
PDT Meetings	20	72			8	8	30											138
C. Permits																		
Encroachment and Right-of-Entry Permits - Caltrans	2	6					20				6							34
D. Design Surveys																		
Misc Survey Support		8					8											16
E. Prelim Drainage Report			10		60			80		30	20							200

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc.	Project Report/Environmental	3/11/10	1
PROJECT:		MILESTONE/PHASE/PROJECT SUMMARY:	
Sunset Avenue/UP Grade Separation		Phase 1	

TASK	Project Manager	Senior Engineer	QC/ Senior Engineer	QC/ Senior Engineer	Senior Drainage Engineer	Senior Traffic Engineer	Project Engineer	Engineer	Assistant Engineer	CADD Designer	Admin Support	Senior Env. Planner	Planner	Planner	Biologist	Sr. Noise Specialist		TOTAL
F. Storm Water Data Report (SWDR)			6		30			80										116
G. Preliminary Geotechnical Report																		
Geotech Support	4	6						8										18
H. Planning Studies																		
Update project information	3	3					5	5	5									21
Preliminary Design Studies-Project Alternative																		
Plans-Roadway	4	12					12		20	15								63
Profiles-Roadway	4	12					12		30	15								73
Plans/Profile-Railroad	4	10					12		30	15								71
Prelim Grading	4	8					30		30	20								92
Drainage	4	20					30		20	20								94
Intersection Design																		
Retaining Walls	4	10					20			20								54
Utilities	4	30					30			20								84
Agency concurence of the Alternative	2	3					20	10										35
R/W impact analysis		4					15		20	20								59
Prepare Utility Data Sheet		4					10			15	10							39
Engineering Suport to Structure							10		10	10								30
Develop Stage Construction Concept		4					10		10	15								39
Update Cost Estimate		4	5				20	20										49
I. Environmental																		
Update PEAR	2	8										80	30	40	8	4		172
Noise Screening Memo												2	8			32		42
Air Quality - Local Analysis							8					8	4					20
Cultural/Paleontology												20	8					28
Biological Resources												20	8	8	220			256
Visual Impact Memo												16	20					36
Environmental Testing/ADL												8						8
SE/CE	2	4									2	12	12		4	4		40
J. Combined Project Study Report and Project Report (PSR-PR)																		

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Kimley-Horn and Associates, Inc.	Project Report/Environmental	3/11/10	1
PROJECT:		**MILESTONE/PHASE/PROJECT SUMMARY:**	
Sunset Avenue/UP Grade Separation		Phase 1	

TASK	Project Manager	Senior Engineer	QC/ Senior Engineer	QC/ Senior Engineer	Senior Drainage Engineer	Senior Traffic Engineer	Project Engineer	Engineer	Assistant Engineer	CADD Designer	Admin Support	Senior Env. Planner	Planner	Planner	Biologist	Sr. Noise Specialist		TOTAL
Prepare Draft PSR-PR	4	40	10				60		60	30	15							219
Respond to Comments/Resubmit #1	4	20	4				40		30	20	10							128
Respond to Comments/Resubmit #2	4	10	2				30		20	10	5							81
Prepare Final PSR-PR	4	10	4				30		20		5							73
K. Geometric Approval Drawings																		
Prepare GADs	2	20	4				20		40	60								146
Respond to Comments/Resubmit #1	2	8					10			20								40
Respond to Comments/Resubmit #2	2	8					10			20								40
L. Geotechnical Design Reports																		
M. Right of Way Mapping and Acquisition																		
ROW Rer Map	4	20					20			30								74
N. Agreements																		
O. Utility Coordination	4	10					40		20									74
P. Miscellaneous Design Support	4	20		30			30	20	40	40	30							214
Subtotal Hours	98	399	45	30	98	8	602	233	415	445	103	166	90	48	232	40		

COMPANY: Geocon Consultants, Inc.

SCOPE OF WORK: Landscape/Visual

DATE: 3/11/10

REVISION: 1

PROJECT: Sunset Avenue/UP Grade Separation

MILESTONE/PHASE/PROJECT SUMMARY: All Phases

TASK	Principal Engineer	Senior Engineer	Senior Project Geologist	Senior Project Engineer	Staff Geologist	Draftsman	Word Processor											TOTAL
Total Manhours	34	145	30	22	26	18	12											**287**
ARTICLE AII - PROJECT ADMINISTRATION																		
A. Project Management	2	8																10
D. Scheduling	1	2																3
E. Progress Reporting	3	6																9
F. Contract Administration	2	9																11
ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT																		
A. Research and Data Gathering	2	28																30
C. Permits	2	28	10															40
G. Preliminary Geotechnical Report	4	40	20			8	2											74
I. Environmental	18	24		22	26	10	10											110
L. Geotechnical Design Reports																		
ARTICLE AIV - STRUCTURES																		
B. Geotechnical Coordination and Foundation Report																		
G. Final PS&E																		
Respond to Agency Review Comments																		

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Simon Wong Engineering	Bridge Engineering Services	1/25/10	1
PROJECT:		**MILESTONE/PHASE/PROJECT SUMMARY:**	
Sunset Avenue/UP Grade Separation		All Phases	

TASK	Principal Engineer	Sr Bridge / VE Eng	Project Manager	Sr Bridge Engineer	Sr Bridge Engineer	Asst Engineer	Asst Engineer	Sr Technician	CADD Technician	Admin Support								TOTAL
Total Manhours	8		60	50				12		4								134
ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT																		
A. Research and Data Gathering																		
B. Project Development Team																		
PDT & Team Meetings			40															40
C. Permits																		
D. Design Surveys																		
E. Design Drainage Report																		
F. Water Quality Management Plan (WQMP)																		
G. Preliminary Geotechnical Report																		
H. Planning Studies																		
Advance Planning Studies (APS) for each structure																		
Value Analysis (VA) Study in Riverside																		
I. Environmental																		
J. Project Report and Project Approval Report																		
PR Support: Geometric Coord, Update APS, Bridge write-ups	8		20	50				12		4								94
BSDS Support for each structure																		
K. Geometric Approval Drawings																		
L. Geotechnical Design Reports																		
M. Right of Way Maps																		
N. Agreements																		
O. Miscellaneous Design Support																		
Subtotal Hours	8		60	50				12		4								

COMPANY: Tait & Assoc.	SCOPE OF WORK Caltrans Processing	DATE: 3/11/10	REVISION: 1
PROJECT: Sunset Avenue/UP Grade Separation		MILESTONE/PHASE/PROJECT SUMMARY: All Phases	

TASK	Project manager																	TOTAL
Total Manhours	50																	**50**
Project Advocate Services	50																	**50**

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
PAN Environmental, Inc.	Air Quality	3/11/10	1
PROJECT:		**MILESTONE/PHASE/PROJECT SUMMARY:**	
Sunset Avenue/UP Grade Separation		All Phases	

TASK	Senior Consultant	Editor																TOTAL
Total Manhours	200	20																**220**
ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT																		
I. Environmental	200	20																**220**

COMPANY: Rocks Biological Consulting, Inc.
PROJECT: Sunset Avenue/UP Grade Separation
SCOPE OF WORK Biology
DATE: 3/11/10
REVISION: 1
MILESTONE/PHASE/PROJECT SUMMARY: All Phases

TASK	Biology	TOTAL
Total Manhours	95	**95**
ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT		
I. Environmental	95	**95**

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
SWCA Environmental Consultants, Inc.	Cultural/Paleontological Resources	3/11/10	1
PROJECT:		**MILESTONE/PHASE/PROJECT SUMMARY:**	
Sunset Avenue/UP Grade Separation		All Phases	

TASK	Senior Historical Historian	Cultural Resource Specialist VIII	GIS/CADD Specialist VII	Cultural Resource Specialist II	Cultural Resource Specialist III	Cultural Resource Specialist IV	Administrative V	Principal Investigator IX	Technical Writer/Editor IV	Paleontology Specialist VIII	Subject Matter Expert XI							TOTAL
Total Manhours	12	34	22	6	76	46	1	6	16	36	1							**256**
ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT																		
I. Environmental																		
Cultural/Paleontology	12	34	22	6	76	46	1	6	16	36	1							**256**