

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



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
January 15, 2012

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

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

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

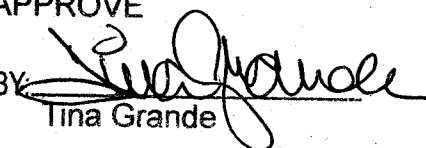
  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 2,321,744	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012
<b>SOURCE OF FUNDS:</b> Indian Gaming Special Distribution Fund (SDF) - \$2,100,000, WRCOG TUMF Funds - \$221,744				Positions To Be Deleted Per A-30 <input type="checkbox"/>
There are no Genral Funds used on this project				Requires 4/5 Vote <input type="checkbox"/>

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

APPROVE

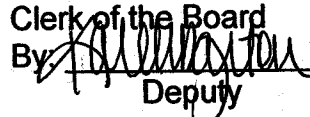
BY:   
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Tavaglione, Stone and Benoit  
**Nays:** None  
**Absent:** Ashley  
**Date:** February 28, 2012  
**xc:** Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.

District: 5/5

Agenda Number:

**3.60**

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

Departmental Concurrence

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

The Honorable Board of Supervisors

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

January 15, 2012

Page 2 of 2

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

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

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

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

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

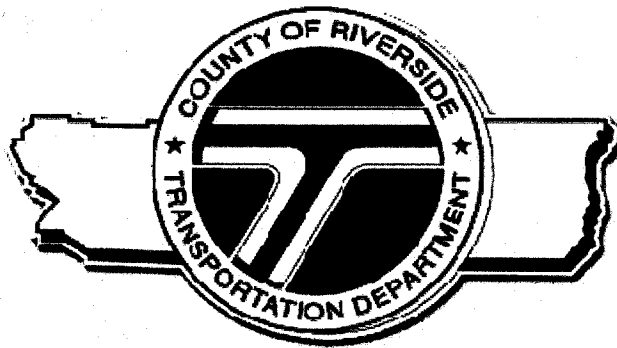
The County applied for and received \$2.1 million in Tribal Gaming Mitigation Grant Program Funding which will be used to fund the majority of the preliminary engineering and environmental work, with the remaining funding provided by WRCOG through the Pass TUMF Zone.

Project No. 7-0776

841A

Contract No. 12-02-003  
Riverside County Transportation

# ENGINEERING SERVICES AGREEMENT



for

**I-10 By Pass Preliminary Engineering and Environmental Services**

between

**County of Riverside • Transportation Department**

and

**Kimley-Horn and Associates, Inc.**

FEB 28 2012 3.60

# Table of Contents

**ARTICLE I • DESIGNATED CONTACTS..... 1**

**ARTICLE II • PROJECT DEFINITION ..... 1**

**ARTICLE III • COOPERATIVE AGENCIES ..... 1**

    A. Lead Agency..... 1

    B. Cooperative Agencies..... 1

    C. COUNTY/AGENCIES Standards..... 2

**ARTICLE IV • CONDITIONS ..... 2**

    A. Notifications ..... 2

    B. Assignment..... 2

    C. Subcontracts..... 2

    D. Modifications..... 2

    E. COUNTY Directives..... 3

    F. Liability..... 3

    G. Indemnification and Defense..... 4

    H. Quality Control..... 5

    I. Value Engineering..... 6

    J. Extra Work..... 6

    K. Disputes..... 6

    L. Termination Without Cause..... 7

    M. Termination for Lack of Performance..... 7

    N. Insurance..... 8

    O. Conflict of Interest..... 11

    P. Legal Compliance..... 11

    Q. Nondiscrimination..... 11

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

    S. Review and Inspection..... 14

    T. Record Retention / Audits..... 14

    U. Ownership of Data..... 14

    V. Confidentiality of Data..... 14

    W. Funding Requirements..... 15

**ARTICLE V • PERFORMANCE..... 15**

    A. Performance Period..... 15

    B. Time Extensions..... 16

    C. Reporting Progress..... 16

    D. Evaluation of ENGINEER..... 16

**ARTICLE VI • COMPENSATION..... 16**

    A. Work Authorization..... 16

    B. Basis of Compensation..... 17

    C. Progress Payments..... 18

**ARTICLE VII • GIS INFORMATION ..... 19**

**ARTICLE VIII • APPROVALS..... 21**

**APPENDICES**

A. Scope of Services .....A1  
B. Schedule of Services .....B1  
C. Budget..... C1

**ENGINEERING SERVICES AGREEMENT**

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

County of Riverside • Transportation Department	Kimley-Horn and Associates, Inc.
4080 Lemon Street, 8 <sup>th</sup> Floor	401 B Street, Suite 600
Riverside, CA 92502	San Diego, CA 92101

do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

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

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Dennis Landaal, PE

The COUNTY PROJECT MANAGER for COUNTY shall be:

John Marcinek, PE

**ARTICLE II • PROJECT DEFINITION**

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

**ARTICLE III • COOPERATIVE AGENCIES**

**A. Lead Agency**

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

**B. Cooperative Agencies**

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

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

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

2 **C. COUNTY/AGENCIES Standards**

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

6 **ARTICLE IV • CONDITIONS**

7 **A. Notifications**

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

13 **B. Assignment**

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

16 **C. Subcontracts**

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

26 **D. Modifications**

- 27 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration  
28 or variation of the terms of this contract will be valid unless made in writing and signed by the parties  
29

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

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

13 **E. COUNTY Directives**

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

16 **F. Liability**

- 17 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans,  
18 specifications and estimates prepared for this PROJECT and shall check all such material accordingly.  
19 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of  
20 such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to  
21 any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve  
22 ENGINEER of its professional responsibilities or obligations under this contract.
- 23 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with  
24 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well  
25 organized, technically and grammatically correct, checked and having the preparer and checker  
26 identified. The minimum standard of appearance, organization and contents shall be of similar types  
27 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use  
28 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by  
29



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

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

16 **G. Indemnification and Defense**

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

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

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

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

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

18 **H. Quality Control**

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

1 quality control plan established for the work.

2 **I. Value Engineering**

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

13 **J. Extra Work**

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

22 **K. Disputes**

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

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

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

12 **L. Termination Without Cause**

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

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

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

1 COUNTY in a timely and successful manner.

2  
3 **N. Insurance**

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

10 **A. Workers' Compensation:**

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

16 **B. Commercial General Liability:**

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

24 **C. Vehicle Liability:**

25 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
26 ENGINEER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
27 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
28 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
29

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

2 D. Professional Liability

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

12 E. General Insurance Provisions -:

- 13 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of  
14 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements  
15 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a  
16 requirement for a particular insurer such waiver is only valid for that specific insurer and only for  
17 one policy term.
- 18 2) The ENGINEER must declare its insurance self-insured retention for each coverage required  
19 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention  
20 shall have the prior written consent of the County Risk Manager before the commencement of  
21 operations under this Agreement. Upon notification of self-insured retention unacceptable to the  
22 COUNTY, and at the election of the Country's Risk Manager, ENGINEER'S carriers shall either;  
23 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY,  
24 or 2) procure a bond which guarantees payment of losses and related investigations, claims  
25 administration, and defense costs and expenses.
- 26 3) ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with  
27 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
28 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in  
29

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

- 16 4) It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be  
17 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-  
18 insured retention's or self-insured programs shall not be construed as contributory.
- 19 5) If, during the term of this Agreement or any extension thereof, there is a material change in the  
20 scope of services; or, there is a material change in the equipment to be used in the performance  
21 of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds  
22 five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary  
23 limits of liability required under this Agreement, if in the County Risk Manager's reasonable  
24 judgment, the amount or type of insurance carried by the ENGINEER has become inadequate.
- 25 6) ENGINEER shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.
- 27 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-  
28 insurance acceptable to the COUNTY.
- 29

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

3  
4   **O. Conflict of Interest**

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

15  
16   **P. Legal Compliance**

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

21  
22   **Q. Nondiscrimination**

- 23          1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully  
24          against any employee or applicant for employment because of race, religion, color, national origin,  
25          ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and  
26          Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government  
27          Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California  
28          Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment  
29



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

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

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

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

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

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

22  
23 **R. Labor Code and Prevailing Wages**

- 24 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 25 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with  
26  
27  
28  
29

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

- 13 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem  
14 wages applicable to the work, and for holiday and overtime work, including employer payments for health  
15 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have  
16 been determined by the Director of the California Department of Industrial Relations. These wages are  
17 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 18 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The  
19 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are  
20 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour  
21 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the  
22 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates  
23 determined by the Director of the California Department of Industrial Relations for similar classifications of  
24 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department  
25 will not accept lower State wage rates determinations. This includes "helper" (or other classifications  
26 based on hours of experience) or any other classification not appearing in the Federal wage  
27 determinations. Where Federal wage determinations do not contain the State wage rate determination  
28 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors  
29

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

3 S. Review and Inspection

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

6 T. Record Retention / Audits

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

16 U. Ownership of Data

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

20 V. Confidentiality of Data

- 21 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
22 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be  
23 protected by ENGINEER from unauthorized use and disclosure.
- 24 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES  
25 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate  
26 the same on any other occasion.
- 27 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including  
28 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,  
29

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

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

8 **W. Funding Requirements**

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

17 **ARTICLE V • PERFORMANCE**

18 **A. Performance Period**

- 19 1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 20 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the  
21 proposed contract is fully executed and approved by COUNTY.
- 22 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,  
23 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 24 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these  
25 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments  
26 prior to final submission.
- 27 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,  
28 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any  
29

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

4 6. Time is of the essence in this contract.

5 **B. Time Extensions**

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

14 **C. Reporting Progress**

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

25 **D. Evaluation of ENGINEER**

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

27 **ARTICLE VI • COMPENSATION**

28 **A. Work Authorization**

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

**B. Basis of Compensation**

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

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

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

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

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

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

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

3 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall  
4 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a  
5 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment  
6 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the  
7 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and  
8 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price  
9 obtainable at a public or private sale in accordance with established COUNTY procedures and credit  
10 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market  
11 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal  
12 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and  
13 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be  
14 approved in advance by COUNTY and AGENCIES.

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

18 6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative  
19 Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to  
20 determine the allowability of individual items of cost.

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

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

26 **C. Progress Payments**

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





1 GIS information.

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

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

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

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:



Dated: 2/14/12

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

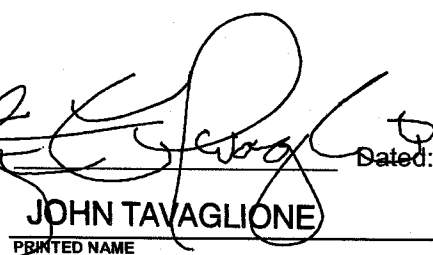
PAMELA J. WALLS, COUNTY COUNSEL



Dated: 2/14/12

By-Deputy

APPROVAL BY THE BOARD OF SUPERVISORS



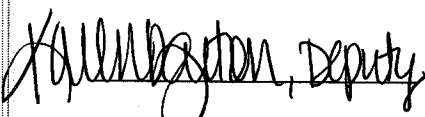
Dated: FEB 28 2012

JOHN TAVAGLIONE

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:



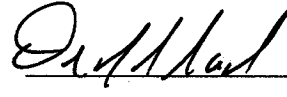
Dated: FEB 28 2012

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER: Kimley-Horn and Associates, Inc.



Dated: 1/9/2012

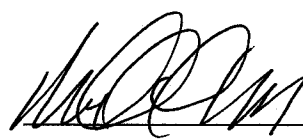
Dennis J. Landaal, P.E.

PRINTED NAME

Sr. Vice President

TITLE

ENGINEER:



Dated: 01/09/2012

MICHAEL S. ROSS

PRINTED NAME

ASSISTANT SECRETARY

TITLE

APPENDIX A - SCOPE OF SERVICES  
ARTICLE AI • General Information/Requirements

**A. PROJECT DESCRIPTION**

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

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

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

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

**B. LOCATION**

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

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

3 **C. COORDINATION**

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

- 7 • Federal Highway Administration (FHWA)
- 8 • California Highway Patrol (CHP)
- 9 • Caltrans
- 10 • Riverside County Departments
- 11 • City of Banning
- 12 • Community of Cabazon
- 13 • Morongo Tribe
- 14 • Bureau of Indian Affairs (BIA)
- 15 • Federal Aviation Administration (FAA)
- 16 • Utility Companies
- 17 • Regulatory Agencies including:
- 18 • U.S. Army Corps of Engineers (USACE)
- 19 • U.S. Fish and Wildlife Service (USFWS)
- 20 • California Department of Fish and Game (CDFG)
- 21 • Regional Water Quality Control Board (RWQCB)
- 22 • Riverside County Flood Control & Water Conservation District (RCFC & WCD)
- 23 • Federal Emergency Management Agency (FEMA)
- 24 • South Coast Air Quality Management District (AQMD)
- 25 • Western Riverside County Regional Conservation Authority (RCA)
- 26 • Coachella Valley Conservation Commission (CVCC)
- 27 • California State Historic Preservation Office (SHPO)
- 28 • US Department of Interior (USDOI)
- 29 • Utility companies

25 CALTRANS and other agencies may exercise review and approval function through the COUNTY  
26 PROJECT MANAGER at key points in the development process. CALTRANS review function will be  
27 primarily related to environmental deliverables. As a Caltrans Local Assistance project, technical  
28

1 reviews are not anticipated to be performed by Caltrans Design. All contacts with CALTRANS and  
2 other agencies will be directed through COUNTY. Milestone PROJECT design reviews will be  
3 performed for the specific products and deliverables listed herein. The COUNTY PROJECT  
4 MANAGER will conduct these reviews, in addition to the monthly project status reports and meetings.  
5 All meetings with other outside agencies will be scheduled by ENGINEER with approval of COUNTY.

6 **D. PHASES**

7 The services performed by ENGINEER will be accomplished in one Phase:

8 Phase I – Preliminary Engineering / Environmental Document / Project Report Equivalent.

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

10 **E. STANDARDS**

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

22 **1. Environmental**

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

28 Federal and State requirements for environmental analysis and impact assessment, as set forth

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

3 2. Preliminary Survey/Aerial Topographical Mapping

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

5 3. Design

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

10 4. Preliminary Plans

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

19 5. Geotechnical and Foundation Design Report

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

22 6. Project Files

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

25 **F. KEY PERSONNEL**

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

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

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

7 **G. DELIVERABLES**

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

- 12 • Project Management Plan
- 13 • Quality Control Plan
- 14 • Low water Crossing/Bridge Hydraulic Analysis
- 15 • Preliminary Drainage Report
- 16 • Water Quality Analysis Report (WQAR)
- 17 • Preliminary Geotechnical Design Report (PGDR)
- 18 • Preliminary Foundation Report (PFR)
- 19 • Traffic Methodology Memorandum
- 20 • Traffic Volume Forecast Development Report
- 21 • Alignment Screening Analysis Technical Memorandum
- 22 • Traffic Index Technical Memorandum
- 23 • Traffic Operations Analysis Report
- 24 • Concept Alternatives Layouts
- 25 • Presentation Exhibits of Alternatives
- 26 • Structural Advance Planning Study (APS)
- 27 • Preliminary Plans and Profiles of the Proposed Alternatives including Roadway Geometrics
- 28 • Preliminary Right-of-Way Requirement Maps

- 1 • Utility Notification Letters
- 2 • Design Exception Memorandum
- 3 • Project Report Equivalent (PRE)
- 4 • Value Analysis Report
- 5 • Geometric Approval Drawings (GADs)
- 6 • Preliminary Environmental Study (PES) Form
- 7 • NOP/Initial Study
- 8 • Noise Study Report
- 9 • Noise Abatement Decision Report (Optional)
- 10 • Air Quality Report
- 11 • Air Quality Conformity Analysis Report and Checklist
- 12 • Initial Site Assessment
- 13 • Location Hydraulic Study
- 14 • Floodplain Evaluation Report
- 15 • Natural Environment Study
- 16 • Jurisdictional Delineation Report
- 17 • Visual Impact Assessment
- 18 • Community Impact Assessment
- 19 • Relocation Impact Study (Optional)
- 20 • Archeological Survey Report
- 21 • Historic Property Survey Report
- 22 • Paleontological Investigation Report/Paleontological Evaluation Report
- 23 • Paleontological Mitigation Plan
- 24 • Draft EIR/EA
- 25 • Final EIR/FONSI
- 26 • Draft MND/FONSI
- 27 • County GPA Amendment Resolution
- 28
- 29





- Utility Potholing Report

ARTICLE AII • PROJECT ADMINISTRATION

**A. PROJECT MANAGEMENT**

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

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

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

**B. BUDGETING**

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

**C. COST ACCOUNTING**

The ENGINEER will prepare monthly progress reports of expenditures for the PROJECT by task and milestone. Expenditures will include direct labor costs, other direct costs and subconsultant costs.

These reports will be included as supporting data for invoices presented to the COUNTY every

1 month.

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

4 **D. SCHEDULING**

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

10 **E. PROGRESS REPORTING**

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

13 **F. CONTRACT ADMINISTRATION**

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

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

21 **ARTICLE AIII • PLANNING AND PROJECT DEVELOPMENT**

22 **A. RESEARCH AND DATA GATHERING**

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

1 **B. PROJECT DEVELOPMENT TEAM**

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

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

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

10 Tribal and BIA Coordination

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

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

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

- 22 1. Trust Land. The Tribe and BIA must be consulted regarding potential impacts to tribal trust  
23 resources. Taking land out of federal trust is a complex process, even if agreed to by the Tribe. A  
24 more streamlined approach would be to request an easement for the road segment from the BIA and  
25 Tribe. The BIA's granting of right-of-way or recording an easement on tribal trust land would trigger  
26 NEPA. NEPA documentation prepared to support Caltrans approvals may be utilized by the BIA if the  
27 analysis meets the BIA's NEPA Handbook requirements. No eminent domain action by the state or  
28

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

3 2. Cultural Resources. Under Section 106 of the National Historic Preservation Act (NHPA), the  
4 Tribe must be consulted regarding potential impacts to cultural resources. Both Alignments 1 and  
5 2 may have cultural resources impacts due to their proximity to the Reservation and since the  
6 area in general is rich in cultural resources. Close coordination with Tribal cultural resources staff  
7 would ensure that resources are properly identified and protected.

8 3. Morongo Master Plan. The Tribe is in the process of developing a master plan for its reservation.  
9 Land use designations have preliminarily been assigned. The alignments in the vicinity of the  
10 Reservation are preliminarily designated as Industrial and Open Space by the Tribe.  
11 Consideration of how the alignments could help support or potentially conflict with planned tribal  
12 land uses is critical to garnering support from the Tribe.

13 **C. RIGHT OF ENTRY**

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

18 **D. DESIGN SURVEYS**

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

21 **E. PRELIMINARY DRAINAGE REPORT**

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

27 The report will encompass the following sections:  
28  
29

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

16 Recommendations – A matrix will be provided to present the pros and cons for each alternative. The  
17 purpose of the matrix will be to allow the PDT to choose a preferred alternative for final design. The  
18 report will include recommendations for providing armoring for scour protection of the crossings.

19 Summarize this information in a Caltrans format Location Hydraulic Study and Floodplain Evaluation  
20 Report.

#### 21 **F. WATER QUALITY ANALYSIS REPORT (WQAR)**

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

28 Stormwater Treatment BMP's will be preliminarily designed in accordance with the Riverside County  
29

1 Whitewater River Region Stormwater Quality Best Management Practice Design Handbook.

2 **G. PRELIMINARY GEOTECHNICAL REPORT**

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

12 **H. PLANNING STUDIES**

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

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

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

27 Traffic Forecast/Modeling

1 Use the Riverside County Transportation and Analysis Model (RivTAM) to prepare model runs for the  
2 proposed I-10 Bypass project. The proposed roadway will be added to the base and future year  
3 model networks to obtain model runs for the build alternatives. It is anticipated that modeling will be  
4 required for up to two build alternatives. Provide model runs for the no build and build alternatives for  
5 both base (2008 – adj. to 2012) and future (2035) years. The area under consideration has large traffic  
6 analysis zones (TAZs). This work entails splitting three existing TAZs (TAZ Nos. 4421, 4429 and  
7 4437) in the vicinity of the proposed roadway to increase the sensitivity of the model. Modifications to  
8 the RivTAM may also include modifying speed limits and roadway classifications to surrounding roads  
9 near the vicinity of the proposed roadway. After completion of the model runs, coordinate with  
10 COUNTY modeling staff to discuss significant deviations from the existing model and other  
11 reasonable issues that might arise while updating the model. Upon completion of the COUNTY's  
12 consistency procedure, provide peak hour and ADT link volumes for the following six scenarios:

- 13 • Year 2008 (adjusted to 2012) No Build Conditions
- 14 • Year 2008 (adjusted to 2012) Build Alternative 1 Conditions
- 15 • Year 2008 (adjusted to 2012) Build Alternative 2 Conditions
- 16 • Year 2035 No Build Conditions
- 17 • Year 2035 Build Alternative 1 Conditions
- 18 • Year 2035 Build Alternative 2 Conditions

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

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

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

#### 26 **Traffic Operations Analysis**

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

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

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

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

#### 16 Truck Bypass Evaluation

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

- 19 -Identification and definition of up to two alternatives to mitigate the challenge of trucks potentially  
20 bypassing inspection station on mainline
- 21 -Up to two meetings with stakeholders to discuss existing conditions and alternatives
- 22 -Trade-off assessment of the two alternatives including capital cost, operational needs/cost,  
23 potential design impacts (e.g., enforcement area(s)), technical considerations, revenue impacts;  
24 trade-off assessment to include a "no-build" scenario for baseline impacts
- 25 -Conclusions to include a high level, conceptual design of the selected project concept

### 26 **I. ENVIRONMENTAL DETERMINATION AND ENVIRONMENTAL ISSUES**

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



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

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

9 **Preliminary Coordination/PES**

10 Project Initiation

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

15 Review of Existing Environmental Information

16 Review available existing environmental information as available, including:

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

20 Create a project resource library containing such documents.

21 Field Review

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

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

25 Alternatives Development

26 The ENGINEER will incorporate environmental information from the initiation of planning. Based upon  
27 the preliminary environmental information gathered above, the environmental specialist' will assist the  
28

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

PES Form

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

**EIR/EA**

NOP/Initial Study

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

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

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

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

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



1 Plan Amendment & preparation of Resolution

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

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

9 TECHNICAL STUDIES

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

20 Noise

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

28 The following tasks will be performed:

- 1 • A site reconnaissance will be performed along the project alignment to understand the acoustic  
2 characteristics of the project area, identify the location of noise-sensitive areas, and select  
3 potential sound level measurement locations.
- 4 • Applicable thresholds of significance, including Noise Abatement Criteria (NAC) and the  
5 substantial increase level, will be identified.
- 6 • A work plan will be prepared showing existing receivers, representative receivers, and proposed  
7 monitoring locations. To facilitate this plan, one onsite meeting with Caltrans District 8 staff and  
8 Riverside County staff (if desired) will be conducted. This work plan is required by Caltrans  
9 District 8.
- 10 • Long-term (24-hour) sound level measurements will be conducted at up to three locations along  
11 the project alignment to identify the peak noise period(s). All measurements will be performed  
12 using a calibrated integrating sound level meter that conforms to American National Standards  
13 Institute (ANSI) Type 1 or 2 requirements. The purpose of the long-term measurements is to  
14 establish hourly fluctuations in existing noise and determine the peak noise period(s).
- 15 • Short-term (up to one-hour) sound level measurements will be conducted during the peak noise  
16 period(s) at up to six representative noise-sensitive receptor locations. All measurements will be  
17 performed using a calibrated integrating sound level meter that conforms to ANSI Type 1 or 2  
18 requirements. Simultaneous traffic counts will be conducted during each measurement period, as  
19 applicable. Meteorological conditions will be recorded for each measurement period. The purpose  
20 of the short-term measurements is to quantify the existing noise environment, estimate the  
21 vehicle mix (percent cars, medium trucks, heavy trucks, etc.) and provide data to validate the  
22 noise model.
- 23 • The noise model will be validated using the short-term sound level measurements and  
24 simultaneous traffic counts. Noise levels at representative first-row noise-sensitive receptors  
25 along the project corridor will be calculated using the Federal Highway Administration (FHWA)  
26 Traffic Noise Model (TNM) version 2.5 software for Existing and Future No-Build conditions.  
27 Traffic conditions that would yield the worst noise hour will be used.
- 28 • The geometry of the project alternative will be imported into the noise model. Noise levels for one  
29

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

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

21 **Noise Abatement Decision Report (Optional):**

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

### Visual Analysis/Preliminary Concept Plans

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

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

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

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

- 1           ▪ Initial Concept Presentation
- 2           ▪ Final Concept Presentation

3           **Hazardous Materials**

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

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

13          **Air Quality**

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

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

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

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

6 2.3.1.1 *Biological Studies.*

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

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

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

27 For the proposed project to be consistent with the MSHCP, additional focused studies will be  
28 required. The proposed project lies within The Pass Area Plan of the MSHCP, and is not a Covered  
29



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

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

5 Burrowing Owl Survey Area

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

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

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

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

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

26 *2.3.1.2 Additional Required Studies*

27 **NEPSSA Survey: Yucaipa Onion and Many-Stemmed Dudleya.** A habitat suitability assessment  
28 (HSA) will be conducted over the entire project site to determine whether it has habitat potentially  
29

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

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

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

14 **Los Angeles Pocket Mouse Survey.** A habitat assessment will be conducted to determine  
15 potentially suitable Los Angeles Pocket Mouse (LAPM) habitat. Trapping surveys will be conducted in  
16 areas determined to provide potentially suitable habitat within the project study area. The trapping  
17 survey results will be documented in a technical report suitable for use by the CDFG and for MSHCP  
18 consistency. Trapping will be conducted in accordance with accepted protocol and permit  
19 requirements by biologists qualified to capture the LAPM. The survey will be conducted between May  
20 1 and September 15 and normally consists of five consecutive nights of trapping.

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

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

1 Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)  
2 (2008), and CDFG guidelines. Prepare a Wetlands Delineation and Assessment of Jurisdictional  
3 Waters Report documenting the results of the delineation. Initial coordination efforts with appropriate  
4 resource agencies regarding permits is included as a part of this environmental document preparation  
5 process. Also, we assume that alternative analysis in the ED will be adequate for Corps purposes.  
6 This will be included in the NES as an Appendix.

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

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

18 *2.3.1.3 Relocation Impact Study (Optional)*

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

24 Number and type of nonresidential and commercial displacements

25 Current and anticipated availability of relocation resources

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

28 This task includes a site visit, research, and preparation of the Draft and Final Relocation Impact  
29

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

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

5 2.3.1.4 *Community Impact Assessment*

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

19 The ENGINEER will complete a cultural resources investigation to be conducted in compliance with Section  
20 106 of the NHPA (36 CFR 800) and CEQA (CCR 14 Section 15064.5 and PRC Section 21083.2), and that  
21 will meet Caltrans approval. As detailed below, this will include preparation of an Archaeological Survey  
22 Report (ASR) and Historic Property Survey Report (HPSR) in accordance with Caltrans requirements.  
23 Cultural resources supervisors will meet the professional requirements of the Secretary of the Interior's  
24 Standards and Guidelines for Archaeology and Historic Preservation.

25 Historic Resources

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

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

6 Archeological Resources

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

12 An intensive pedestrian survey of the proposed APE will be conducted. An archaeologist will conduct  
13 the survey utilizing pedestrian transects spaced at maximum intervals of 15 meters, covering all  
14 portions of the project areas. Areas which are inaccessible due to dense vegetation, unstable  
15 geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20-  
16 40 meter transects. The APE map will be established in consultation with the COUNTY and  
17 CALTRANS for obtaining CALTRANS approval. The assumed survey area will include a 600-foot  
18 corridor (300-feet either side from center line) along each of the proposed build alternative. No testing  
19 or excavation will be conducted, nor will any artifacts, samples or specimens be collected during the survey.  
20 If resources are encountered, they will be photographed, mapped, and recorded on California Department  
21 of Parks and Recreation (DPR) 523 series site record forms. Sites identified during the record search as  
22 having been previously recorded will be relocated and site records will be updated. It is assumed that no  
23 more than 4 relatively simple cultural resources will be located within the APE that will require recordation or  
24 updating. Evaluation of site significance is not included in the scope of work. Should additional resources  
25 be identified requiring recording and evaluation, a separate cost estimate will be provided for the additional  
26 resources.

27 A cultural resources confidential technical report will be prepared. The technical report will document the  
28 results of a literature review, Native American consultation, and field survey as well as provide management  
29

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

5 Paleontological Resources

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

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

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

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

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

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

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

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

2 2.3.1.5 Section 4(F) Evaluation

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

6 **DRAFT EIR/EA FOR PUBLIC REVIEW**

7 2.3.2.1 Screencheck Draft EIR/EA

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

13 2.3.2.2 Second Screencheck Draft EIR/EA

14 The ENGINEER will revise the Screencheck Draft EIR/EA based on comments received from the  
15 COUNTY and submit the revised Screencheck Draft EIR/EA to, the COUNTY and Caltrans.  
16 (15 copies). Note: All revised documents will be submitted with a comments/responses matrix.

17 2.3.2.3 Administrative Draft EIR/EA

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

25 2.3.2.4 Draft EIR/EA

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



1 for approval to circulate the document for public review.

2 **2.3.2.5 Public Review**

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

8 **2.3.3 Final EIR/FONSI.**

9 **2.3.3.1 Screencheck Final EIR/FONSI and Response to Comments**

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

13 **2.3.3.2 SECOND SCREENCHECK FINAL EIR/FONSI**

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

22 **2.3.3.3 Final EIR/FONSI**

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

26 The ENGINEER will prepare the Notice of Determination for the Final EIR and a draft of the Federal  
27 Register Notice  
28  
29

1        **2.3.3.4        General Plan Amendment Resolution**

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

4        **J.   TECHNICAL REPORT**

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

8        Those elements to be considered will include:

- 9            •   Advance Planning Studies including a Preliminary Research and Field Review
- 10           •   Environmental and Drainage Issues
- 11           •   Traffic Requirements (Existing and Future) / Maintenance of Traffic / Roundabout Analysis
- 12           •   Low Water Crossing/ Bridge Structure Hydraulics and Scour Assessment
- 13           •   Utility Impacts
- 14           •   Existing Topography
- 15           •   Horizontal and Vertical Geometric Requirements
- 16           •   Design Exceptions
- 17           •   Right of Way Requirements
- 18           •   Project Costs
- 19           •   Schedule

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

1 **K. GEOMETRIC APPROVAL DRAWINGS**

2 Geometric drawings of the preferred alternative shall be prepared in accordance with Caltrans District  
3 8 GAD requirements near the end of the Environmental Document phase of the project. It is assumed  
4 that only the preferred alternative will be refined to the level of Geometric Approval Drawings (GAD).  
5 These will include plans, typical cross sections, cross sections, profiles and superelevation diagrams.  
6 The GAD will include appropriate signature blocks and traffic volume data shown on large sheets to  
7 clearly present the overall geometric design rather than on 11" x 17" sheet breakouts with match-line.  
8 The drawings will reflect CALTRANS and COUNTY standards and criteria for this type of facility. Any  
9 nonstandard design elements will be documented in the appropriate Fact Sheet documents.

10 **L. GEOTECHNICAL DESIGN REPORTS**

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

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

27 **Preliminary Geotechnical Design Report**

28 A Preliminary Geotechnical Design Report providing design and construction recommendations for

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

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

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

18 **M. RIGHT OF WAY MAPS**

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

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

1 **N. AGREEMENTS**

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

4 **O. UTILITY COORDINATION**

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

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

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

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

28 Provide an allowance for up to two days of potholing. ENGINEER shall coordinate with COUNTY staff  
29

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

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

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

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

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

26 Utility coordination for Phase I will consist of the following:

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

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

**P. MISCELLANEOUS DESIGN SUPPORT**

**Design Exceptions**

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

**Traffic Management Plan**

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

**ARTICLE AIV – STRUCTURES**

**A. LOW WATER CROSSING / BRIDGE STRUCTURE**

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

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



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

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

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

14 An APS Report will be prepared that includes the following:

- 15 1. APS Checklist
- 16 2. Design Memo
- 17 3. APS GPs
- 18 4. Itemized Cost Estimate
- 19 5. Structure Preliminary Geotechnical Report

20 The deliverables to the COUNTY will be per the requirements of CALTRANS OSFP Manual Chapter  
21 3-2.

## 22 **B. UTILITIES IMPACT**

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



1 **C. PROJECT REPORT EQUIVALENT**

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

9 *Deliverable:*

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

11 **ARTICLE AV • COMPUTER FACILITIES**

12 **A. CALCULATIONS**

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

18 **B. COMPUTER AIDED DRAFTING AND DESIGN (CADD)**

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

21 **ARTICLE AVI • VALUE ENGINEERING**

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

26 The specific scope of work for the Value Analysis (VA) is presented below. The scope of the work  
27 includes the following:  
28

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

9 *Deliverables:*

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

13 Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in

14 accordance with the VA Report Guide – Third Edition and with the following items:

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

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

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

5 **ARTICLE AVII • QUALITY CONTROL PLAN**

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

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APPENDIX C - BUDGET

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

ARTICLE CI • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

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

1. Direct Salary Costs

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

2. Multiplier

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

PAYROLL ADDITIVES..... 37.2

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

1 OVERHEAD COSTS..... 154.79

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

6 TOTAL MULTIPLIER..... 191.99

7 (sum of Payroll Additives and Overhead Costs)

8 **B. FIXED FEE**

- 9 1. The Total Fixed Fee payable to the ENGINEER is 99,253.75 (PRIME CONSULTANT Profit)
- 10 2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for  
11 services each month, and shall be included on each monthly invoice.

12 **C. OTHER DIRECT EXPENSES**

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

15 Rates for identified Additional Direct Costs are as follows:

16 Item	Rate	Unit
17 Utility Potholing	22,500	1
18 Reproduction	10,000	1
19 Deliveries	4,000	1
20 3 Day VA	45,000	1
21 Office Expense	22,000	1

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

25 **D. OUTSIDE SERVICES**

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

**ARTICLE CII • DIRECT SALARY RATES**

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

**A. PREMIUM OVERTIME**

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

**B. SALARY RATES**

All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

**POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES**

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

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

**ARTICLE CIII • INVOICING**

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

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

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

**ARTICLE CIV • PAYMENT**

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

**ARTICLE CV • COST PROPOSAL**

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed 2,321,743.86 including a 211,000 contingency. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above or the rates provided in the attached Fee Proposal Worksheets below. Written approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.



Fee Proposal Summary

Date: 1/6/2012

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

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

**DIRECT LABOR**

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

**MULTIPLIERS**

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

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
See I for expense breakdown				
<b>TOTAL OTHER DIRECT EXPENSES</b>				<b>\$103,500.00</b>

**OUTSIDE SERVICES**

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

**FEES**

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

<b>COMPANY:</b> Kimley-Horn and Associates, Inc.		<b>SCOPE OF WORK</b> Preliminary Engineering/Environmental		<b>DATE:</b> 1/10/2012	<b>REV:</b> 1
Fee Proposal Summary I-10 Banning Bypass				<b>MILESTONE/PHASE/PROJ SUMMARY:</b> Phase I	
<b>DIRECT LABOR</b>					
PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Dennis Landaal, PE	Project Manager	617	@	\$80.29	\$49,538.93
Darren Adrian	Senior Engineer	1062	@	\$63.46	\$67,394.52
Mike Ross	QC/ Senior Engineer	138	@	\$63.94	\$8,823.72
Sam McWhorter, PE	Senior Drainage Engineer	520	@	\$49.42	\$25,699.96
Jean Fares	Senior Traffic Engineer	112	@	\$65.18	\$7,300.16
	Professional II	440		\$52.00	\$22,880.00
	Professional I	720	@	\$41.00	\$29,520.00
	Junior Professional	1806	@	\$32.00	\$57,792.00
	Analyst	958	@	\$29.00	\$27,782.00
	CADD Designer	412	@	\$40.00	\$16,480.00
	Admin Support	525	@	\$29.00	\$15,225.00
Pat Hart	Senior Landscape Architect	169	@	\$53.85	\$9,100.65
Jeff Fuller	Senior Noise Specialist	40	@	\$59.62	\$2,384.80
		<b>TOTAL HOURS</b>		<b>7519</b>	
				<b>TOTAL DIRECT LABOR</b>	<b>\$339,921.74</b>
<b>MULTIPLIERS</b>					
OVERHEAD @ 154.79% (of Total Direct Labor) \$526,164.86					
PAYROLL ADDITIVES @ 37.20% (of Total Direct Labor) \$126,450.89					
				<b>TOTAL MULTIPLIERS</b>	<b>\$652,615.75</b>
<b>OTHER DIRECT EXPENSES *** Billed at Actual Cost ***</b>					
ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Utility Potholing	15	Each		\$1,500.00	\$22,500.00
Reproduction	1	LS		\$10,000.00	\$10,000.00
Deliveries	1	LS	@	\$4,000.00	\$4,000.00
3 day VA subconsultant (TBD)	1	LS		\$45,000.00	\$45,000.00
Office Expense	1	LS	@	\$22,000.00	\$22,000.00
				<b>TOTAL OTHER DIRECT EXPENSES</b>	<b>\$103,500.00</b>
<b>OUTSIDE SERVICES</b>					
COMPANY				TOTAL	
LSA Associates, Inc.				\$597,196.14	
Geocon Consultants, Inc.				\$62,930.10	
Analytical Environmental Services				\$102,742.89	
Galvin Preservation Associates, Inc.				\$9,978.38	
Simon Wong Engineering				\$54,656.49	
KOA Corporation				\$29,648.63	
Wiltec				\$10,300.00	
The Tait Group, Inc.				\$48,000.00	
				<b>TOTAL OUTSIDE SERVICES</b>	<b>\$915,452.63</b>
<b>FEES</b>					
KIMLEY-HORN AND ASSOCIA' 10.00% (of Total Direct Labor + Total Multipliers) \$99,253.75					
OUTSIDE SERVICES @ (of Total Labor + Total Multiplier for Outside Service)					
				<b>TOTAL FEES</b>	<b>\$99,253.75</b>
				<b>TOTAL COST</b>	<b>\$2,110,743.86</b>

<b>COMPANY:</b> LSA Associates, Inc.		<b>SCOPE OF WORK</b> Environmental		<b>DATE:</b> 1/10/2012	<b>REV:</b> 1
Fee Proposal Summary				<b>MILESTONE/PHASE/PROJ SUMMARY:</b> All Phases	
I-10 Banning Bypass					
<b>DIRECT LABOR</b>					
PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Lyn Calderine	Principal	647	@	\$56.45	\$36,523.15
	Principal	477	@	\$58.84	\$28,066.68
Grant Wilson	Senior Planner	820	@	\$42.72	\$35,030.40
	Staff Planner	460	@	\$29.81	\$13,712.60
	Cultural Principal			\$58.84	
	Cultural Staff			\$26.23	
	Bio Principal	11	@	\$58.84	\$647.24
Denise Woodard	Bio Associate	486	@	\$38.10	\$18,516.60
Jodi Ross	Bio PM	660	@	\$28.90	\$19,074.00
	AQ Principal	15	@	\$58.84	\$882.60
	AQ Staff	150	@	\$39.79	\$5,968.50
	Word Processor	476	@	\$28.70	\$13,661.20
	Graphics	443	@	\$32.96	\$14,601.28
Ambrish Mukherjee	Sr. Transportation Planner	140	@	\$30.79	\$4,310.60
Sandipan Bhattacharjee	Associate	20	@	\$42.61	\$852.20
Sean McAtee	Associate	20	@	\$40.56	\$811.20
		<b>TOTAL HOURS</b>	<b>4825</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$192,658.25</b>
<b>MULTIPLIERS</b>					
<b>ESCALATION @</b>		<b>(Rate)</b>			
<b>OVERHEAD @</b>	74.47% (of Total Direct Labor + Escalation)			\$143,472.60	
<b>PAYROLL ADDITIVES @</b>	90.34% (of Total Direct Labor + Escalation)			\$174,047.46	
				<b>TOTAL MULTIPLIERS</b>	<b>\$317,520.06</b>
<b>OTHER DIRECT EXPENSES *** Billed at Actual Cost ***</b>					
ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reimbursables	1	LS		\$10,000.00	\$10,000.00
Kangaroo Rat Trap Sessions	2	EA		\$13,000.00	\$26,000.00
				<b>TOTAL OTHER DIRECT EXPENSES</b>	<b>\$36,000.00</b>
<b>OUTSIDE SERVICES (w/o fee)</b>					
COMPANY	LABOR	MULTIPLIER		EXPENSES	TOTAL
					<b>TOTAL OUTSIDE SERVICES</b>
<b>FEEES</b>					
<b>OUTSIDE SERVICES ADMIN FEE @</b>		<b>(of Total Outside Services &amp; Outside Services Fees)</b>			
LSA ASSOCIATES, INC. @	10.00%	(of Total Direct Labor + Total Multipliers)			\$51,017.83
OUTSIDE SERVICES @	10.00%	(of Total Labor + Total Multiplier for Outside Services)			
				<b>TOTAL FEES</b>	<b>\$51,017.83</b>
				<b>TOTAL COST</b>	<b>\$597,196.14</b>

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

**DIRECT LABOR**

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

**MULTIPLIERS**

<b>ESCALATION @</b>	(Rate)		
<b>OVERHEAD @</b>	86.33% (of Total Direct Labor + Escalation)	\$13,690.21	
<b>PAYROLL ADDITIVES @</b>	78.40% (of Total Direct Labor + Escalation)	\$12,115.51	
<b>TOTAL MULTIPLIERS</b>			<b>\$25,805.72</b>

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

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

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

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

**FEES**

<b>OUTSIDE SERVICES ADMIN FEE @</b>	(of Total Outside Services & Outside Services Fees)		
<b>GEOCON CONSULTANTS, INC</b>	10.00% (of Total Direct Labor + Total Multipliers)	\$4,166.37	
<b>OUTSIDE SERVICES @</b>	10.00% (of Total Labor + Total Multiplier for Outside Services)		
<b>TOTAL FEES</b>			<b>\$4,166.37</b>
<b>TOTAL COST</b>			<b>\$62,930.10</b>

<b>COMPANY:</b> Analytical Environmental Services		<b>SCOPE OF WORK</b> Tribe/BIA/Cultural Resources		<b>DATE:</b> 1/10/2012	<b>REV:</b> 1
Fee Proposal Summary I-10 Banning By Pass				<b>MILESTONE/PHASE/PROJ SUMMARY:</b> All Phases	
<b>DIRECT LABOR</b>					
<b>PERSONNEL</b>	<b>FUNCTION</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>	
	Principal II	88	@	\$100.00	\$8,800.00
	Project Manager	168	@	\$50.00	\$8,400.00
	Analyst	80	@	\$40.00	\$3,200.00
	Archeologist	310	@	\$40.00	\$12,400.00
	Graphics Designer			\$40.00	
	Administrative Staff	112	@	\$25.00	\$2,800.00
	Proj Mngr/Arch	108	@	\$50.00	\$5,400.00
<b>TOTAL HOURS</b>		866		<b>TOTAL DIRECT LABOR</b>	\$41,000.00
<b>MULTIPLIERS</b>					
<b>ESCALATION @</b>		<b>(Rate)</b>			
<b>OVERHEAD @</b>	44.85% (of Total Direct Labor + Escalation)				\$18,388.50
<b>PAYROLL ADDITIVES @</b>	72.54% (of Total Direct Labor + Escalation)				\$29,741.40
				<b>TOTAL MULTIPLIERS</b>	\$48,129.90
<b>OTHER DIRECT EXPENSES ... Billed at Actual Cost ...</b>					
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>AMOUNT</b>	
GPS	1	LS @	\$200.00	\$200.00	
Travel	1	LS @	\$2,000.00	\$2,000.00	
Record Search	1	LS @	\$2,000.00	\$2,000.00	
Copies/Postage	1	LS @	\$500.00	\$500.00	
				<b>TOTAL OTHER DIRECT EXPENSES</b>	\$4,700.00
<b>OUTSIDE SERVICES (w/o fee)</b>					
<b>COMPANY</b>	<b>LABOR</b>	<b>MULTIPLIER</b>	<b>EXPENSES</b>	<b>TOTAL</b>	
				<b>TOTAL OUTSIDE SERVICES</b>	
<b>FEES</b>					
<b>OUTSIDE SERVICES ADMIN FEE @</b>		<b>(of Total Outside Services &amp; Outside Services Fees)</b>			
<b>ANALYTICAL ENVIRONMENT/</b>	10.00% (of Total Direct Labor + Total Multipliers)				\$8,912.99
<b>OUTSIDE SERVICES @</b>	10.00% (of Total Labor + Total Multiplier for Outside Service				
				<b>TOTAL FEES</b>	\$8,912.99
				<b>TOTAL COST</b>	\$102,742.89

<b>COMPANY:</b> Simon Wong Engineering	<b>SCOPE OF WORK</b> Bridge Engineering Services	<b>DATE:</b> 1/25/2010	<b>REV:</b> 1
Fee Proposal Summary Sunset Avenue/UP Grade Separation		<b>MILESTONE/PHASE/PROJ SUMMARY:</b> All Phases	

**DIRECT LABOR**

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

TOTAL HOURS 383 TOTAL DIRECT LABOR \$19,083.30

**MULTIPLIERS**

<b>ESCALATION @</b>	(Rate)	
<b>OVERHEAD @</b>	159.42% (of Total Direct Labor + Escalation)	\$30,422.60
<b>PAYROLL ADDITIVES @</b>	(of Total Direct Labor + Escalation)	
<b>TOTAL MULTIPLIERS</b>		\$30,422.60

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

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

TOTAL OTHER DIRECT EXPENSES \$200.00

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

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL

TOTAL OUTSIDE SERVICES

**FEES**

<b>OUTSIDE SERVICES ADMIN FEE @</b>	(of Total Outside Services & Outside Services Fees)	
<b>SIMON WONG ENGINEERING</b>	10.00% (of Total Direct Labor + Total Multipliers)	\$4,950.59
<b>OUTSIDE SERVICES @</b>	(of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		\$4,950.59

TOTAL FEES \$4,950.59

**TOTAL COST \$54,656.49**

<b>COMPANY:</b> The Tait Group, Inc.	<b>SCOPE OF WORK</b> Caltrans Processing	<b>DATE:</b> 1/10/2012	<b>REV:</b> 1	
Fee Proposal Summary		<b>MILESTONE/PHASE/PROJ SUMMARY:</b>		
I-10 Banning Bypass		All Phases		
<b>DIRECT LABOR</b>				
<b>PERSONNEL</b>	<b>FUNCTION</b>	<b>HOURS</b>	<b>RATE</b>	
<b>AMOUNT</b>				
David Tait	Project Advocate/Strategy Consultant	200	@ \$240.00	\$48,000.00
<b>TOTAL HOURS</b>		200	<b>TOTAL DIRECT LABOR</b>	\$48,000.00
<b>MULTIPLIERS</b>				
ESCALATION @	(Rate)			
OVERHEAD @	(of Total Direct Labor + Escalation)			
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)			
<b>TOTAL MULTIPLIERS</b>				
<b>OTHER DIRECT EXPENSES</b> *** Billed at Actual Cost ***				
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
<b>TOTAL OTHER DIRECT EXPENSES</b>				
<b>OUTSIDE SERVICES (w/o fee)</b>				
<b>COMPANY</b>	<b>LABOR</b>	<b>MULTIPLIER</b>	<b>EXPENSES</b>	<b>TOTAL</b>
<b>TOTAL OUTSIDE SERVICES</b>				
<b>FEES</b>				
OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)			
THE TAIT GROUP, INC. @	(of Total Direct Labor + Total Multipliers)			
OUTSIDE SERVICES @	(of Total Labor + Total Multiplier for Outside Services)			
<b>TOTAL FEES</b>				
<b>TOTAL COST</b>				\$48,000.00



<b>COMPANY:</b> KOA Corporation		<b>SCOPE OF WORK</b> QA/QC		<b>DATE:</b> 1/10/2012	<b>REV:</b> 1
Fee Proposal Summary I-10 Banning Bypass				<b>MILESTONE/PHASE/PROJ SUMMARY:</b> All Phases	
<b>DIRECT LABOR</b>					
<b>PERSONNEL</b>	<b>FUNCTION</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>	
Mujib Ahmed	PM-QA/QC	4	@	\$81.50	\$326.00
	Senior Engineer	100	@	\$50.00	\$5,000.00
George Ghossain	Senior Planner	50	@	\$53.00	\$2,650.00
Ming Guan	Associate Engineer	60	@	\$35.00	\$2,100.00
		<b>TOTAL HOURS</b>	214	<b>TOTAL DIRECT LABOR</b>	\$10,076.00
<b>MULTIPLIERS</b>					
<b>ESCALATION @</b>		<b>(Rate)</b>			
<b>OVERHEAD @</b>	112.50%	(of Total Direct Labor + Escalation)		\$11,335.50	
<b>PAYROLL ADDITIVES @</b>	55.00%	(of Total Direct Labor + Escalation)		\$5,541.80	
				<b>TOTAL MULTIPLIERS</b>	\$16,877.30
<b>OTHER DIRECT EXPENSES ... Billed at Actual Cost ...</b>					
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>AMOUNT</b>	
report Reproduction, printing, UPS, traveling	1	LS			
				<b>TOTAL OTHER DIRECT EXPENSES</b>	
<b>OUTSIDE SERVICES (w/o fee)</b>					
<b>COMPANY</b>	<b>LABOR</b>	<b>MULTIPLIER</b>	<b>EXPENSES</b>	<b>TOTAL</b>	
				<b>TOTAL OUTSIDE SERVICES</b>	
<b>FEES</b>					
<b>OUTSIDE SERVICES ADMIN FEE @</b>		<b>(of Total Outside Services &amp; Outside Services Fees)</b>			
<b>KOA CORPORATION @</b>	10.00%	(of Total Direct Labor + Total Multipliers)		\$2,695.33	
<b>OUTSIDE SERVICES @</b>	10.00%	(of Total Labor + Total Multiplier for Outside Service)			
				<b>TOTAL FEES</b>	\$2,695.33
				<b>TOTAL COST</b>	\$29,648.63

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

**DIRECT LABOR**

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

**MULTIPLIERS**

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

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

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

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

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

**FEES**

<b>OUTSIDE SERVICES ADMIN FEE @</b>	(of Total Outside Services & Outside Services Fees)	
<b>GALVIN PRESERVATION ASS:</b>	10.00% (of Total Direct Labor + Total Multipliers)	\$898.03
<b>OUTSIDE SERVICES @</b>	10.00% (of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		<b>\$898.03</b>
<b>TOTAL COST</b>		<b>\$9,978.38</b>

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

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

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

OTHER DIRECT EXPENSES *** Billed at Actual Cost ***				
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>TOTAL OTHER DIRECT EXPENSES</b>				

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

FEES	
OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)
WILTEC @	(of Total Direct Labor + Total Multipliers)
OUTSIDE SERVICES @	(of Total Labor + Total Multiplier for Outside Services)
<b>TOTAL FEES</b>	
<b>TOTAL COST</b>	
<b>\$10,300.00</b>	

COMPANY: Kimley-Horn and Associates, Inc.		SCOPE OF WORK Project Summary				DATE: 1/10/2012	REVISION: 1
L-10 Banning Bypass		Date: 1/6/2012				MILESTONE/PHASE/PROJECT SUMMARY: All Phases	

**Kimley-Horn and Associates, Inc. Summary**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL
	\$80.25	\$83.46	\$83.84		\$40.42	\$85.18	\$92.00	\$41.00	\$32.00	\$28.00	\$40.00	\$29.00	\$43.88	\$49.62	
Phase 1 Subtotal	617	1,062	138		520	112	440	720	1,806	958	412	525	169	40	7,519
Phase 2 Subtotal															
Phase 3 Subtotal															
Phase 4 Subtotal															
Totals	617	1,062	138		520	112	440	720	1,806	958	412	525	169	40	7,519

**LSA Associates, Inc. Summary**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL		
	\$66.45	\$58.84	\$42.12	\$29.81	\$58.58	\$26.22	\$58.84	\$36.10	\$28.90	\$58.84	\$36.78	\$28.70	\$22.98	\$30.79	\$42.61	\$40.56	
	647	477	820	460			11	486	660	15	150	476	443	140	20	20	4,825

**Geocon Consultants, Inc. Summary**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL	
	\$40.00	\$51.50	\$38.00	\$25.00	\$34.00											
	224	100	88	36	16											484

**Analytical Environmental Services Summary**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL
	\$100.00	\$80.00	\$40.00	\$40.00	\$40.00	\$28.00	\$80.00	\$148.00							
	88	168	80	310	112	108									866

**Simon Wong Engineering Summary**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL
	\$70.20	\$61.20	\$37.77	\$32.41	\$54.00	\$91.99	\$30.00								
	49	96	190		48										383

**The Tait Group, Inc. Summary**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL
	\$300.00														
	200														200

**KOA Corporation**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL
	\$81.50	\$90.00	\$53.00	\$36.00											
	4	100	50	60											214

**Galvin Preservation Associates, Inc.**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL
	\$32.88	\$48.08	\$42.27	\$32.19	\$28.13	\$16.00	\$20.68	\$11.25	\$30.30	\$32.19	\$17.00				
	8		10	36		10	10	30		8				112	

**Wittec**

TASK	Project Manager	Senior Engineer	PE Engineer	Engineer	Survey	Public Works	Professional	Professional	Public Works	Survey	CAAD	Graphic	Administrative	Subtotal	TOTAL
	\$100.00	\$100.00	\$80.00	\$47.50	\$42.00										
	15	15		120	20									170	

COMPANY: Kimley-Horn and Associates, Inc. Fee Proposal Summary				SCOPE OF WORK Preliminary Engineering/Environmental Date: 1/6/2012				DATE: 1/10/2012		REVISION: 1		MILESTONE/PHASE/PROJECT SUMMARY: Phase 1	
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TASK	Project Manager	Senior Engineer	OC/ Senior Engineer	Senior Design Engineer	Senior Traffic Engineer	Professional II	Professional	Junior Professional	Analyst	CADD Designer	Asst. Support	Senior Landscape Architect	Senior Parks Specialist	TOTAL
<b>Total Manhours</b>	617	1,062	138	520	112	440	720	1,806	958	412	525	169	40	7,519

ARTICLE AII - PROJECT ADMINISTRATION														
<b>A. Project Management</b>														
Project Management Services	192	96							48		48			384
<b>B. Budgeting</b>														
Project Budgeting	36										8			44
<b>C. Cost Accounting</b>														
Project Cost Accounting	12	24									96			132
<b>D. Scheduling</b>														
Project Scheduling & Monthly Updates/Tracking	12	54												66
<b>E. Progress Reporting</b>														
Monthly Progress Reports	12	48												60
<b>F. Contract Administration</b>														
Contract Administration Services/Progress Meetings	48	48							48					144
Subtotal Hours	312	270							96		152			
Percent of Hours														
Subtotal Dollars														
Percent of Dollars														

ARTICLE AIII - PLANNING AND PROJECT DEVELOPMENT														
<b>A. Research and Data Gathering</b>														
		8						40	80					128
<b>B. Project Development Team</b>														
PDT Mtgs/Prep/Minutes	72	144		48					50		48			362
Tribal/BIA Coord/Meeting Minutes	30	45		20					20		15			130
Focus Meetings (Land Owners/Stakeholders)	12	16		10					10		8			56
Public Hearing Support	6	12		12					50		12			92

COMPANY:		SCOPE OF WORK											DATE:	REVISION:	
Kimley-Horn and Associates, Inc.		Preliminary Engineering/Environmental											1/10/2012	1	
Fee Proposal Summary		Date: 1/8/2012											MILESTONE/PHASE/PROJECT SUMMARY:		
I-10 Banning Bypass													Phase 1		
TASK	Project Manager	Senior Engineer	DCI Service Engineer	Senior Drainage Engineer	Senior Traffic Engineer	Professional II	Professional I	Junior Professional	Analyst	QA/QC Processor	Support	Senior Landscape Architect		Senior Admin Reception	TOTAL
<b>C. Right of Entry</b>	2	8						40			4				54
<b>D. Design Surveys</b>		4						40							44
<b>E. Preliminary Drainage Report</b>	2	14	12	250				350	120		50				798
Location Hydraulic Study Form				10				20			6				36
Floodplain Evaluation Report Form				10				20			6				36
<b>F. Water Quality Analysis Report (WQAR)</b>	2	10	8	100				200	40		20				380
<b>G. Preliminary Geotechnical Report</b>															
Geotech Support		8						16							24
<b>H. Planning Studies</b>															
Traffic Model Post Processing	4	8	6		20	80		100			20				238
Traffic Operations Analysis	4	16	12		40	100	120	120			40				452
Screening Analysis	6	12	10				30	80	20	20					178
Geometric Alternatives	8	30	20				80	240	60	80					518
Constructability Review	6	8		8	6		8	12	6	8	6				68
Environmental Impact Coord.	12	60		6	6		12			40					136
Right-of-Way Constraint Coord.	4	6					8	12	6	6					42
Preliminary Cost Estimates	4	14	12	6			60	40	80		8				224
Truck Bypass Evaluation	4	8	6			20	40		20	16	6				120
<b>I. Environmental</b>															
Noise Study Report	2	4					110		40					40	196
Visual Analysis/Prelim Concept Plans	2	8				160			200		30	169			569
Preliminary Coordination/PES/Field Review	8	16						24							48
EIR/EA Review	12	20	20												52

COMPANY:		SCOPE OF WORK											DATE:	REVISION:	
Kimley-Horn and Associates, Inc.		Preliminary Engineering/Environmental											1/10/2012	1	
Fee Proposal Summary		Date: 1/6/2012											MILESTONE/PHASE/PROJECT SUMMARY:		
I-10 Banning Bypass													Phase 1		
Task	Project Manager	Senior Engineer	CC Senior Engineer	Senior Drainage Engineer	Senior Traffic Engineer	Professional I	Professional II	Senior Professional	Analyst	GLCC Designer	Admin Support	Senior Landscape Architect			TOTAL
Public Hearings (scoping/hearing)	24	24					20			40					108
Purpose and Need	16	16													32
Project Description	16	16													32
<b>J. Technical Report</b>															
Draft PRE	9	63	10				40	60		20	20				222
Final PRE	8	40	6				20	40		10	10				134
<b>K. Geometric Approval Drawings (GADs)</b>															
	4	12	6				20	60	20	10					132
<b>L. Geotechnical Design Reports</b>															
<b>M. Right of Way Mapping and Acquisition</b>															
	4	18	2				12	40		20					96
Agreements		40							40		20				100
<b>N. Agreements</b>															
<b>O. Utility Coordination</b>															
	12	60	6				100	240		120	40				578
<b>P. Miscellaneous Design Support</b>															
Design Exceptions	2	8	2				40	12		6	4				74
Value Engineering (3 day)	8	16		40	40	80				16					200
<b>Subtotal Hours</b>															
	305	792	138	520	112	440	720	1,806	862	412	373	169		40	

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

TASK	Soil Scientist	Soil Engineer	Senior Planner	Staff Meteorologist	Cultural Resources	Cultural Staff	Biological Resources	Biological Staff	Public Affairs	Public Affairs Staff	AG Principal	AG Staff	Work Processes	Graphics	Administrative Support	San Diego Medication	San Diego Staff	TOTAL
<b>Total Manhours</b>	647	477	820	460			11	486	660	15	150	476	443	140	20	20		<b>4,825</b>

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



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

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

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

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

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

Task	Project Manager	Senior Engineer	Associate Engineer	Assistant Engineer	Senior Technician	Principal Engineer	Engineering Intern										TOTAL
<b>Total Manhours</b>	49	96	190			48											383

<b>COORDINATION</b>																	
Meetings (2) and Site Visit	12	12															24
Site Coordination	4	8															12
Geotechnical Coordination		2	2														4
Hydraulics Coordination		2	2														4
<b>SMITH CREEK CROSSING NO. 1 BRIDGE ADVANCE PLANNING STUDY</b>																	
Design Coordination	1	4	2														7
Evaluation of Structure Types	1	8	2														11
Advance Planning Study	8	10	50		16												84
Cost Estimate	1	2	8														11
<b>SMITH CREEK CROSSING NO. 2 BRIDGE ADVANCE PLANNING STUDY</b>																	
Design Coordination	1	4	2														7
Evaluation of Structure Types	1	8	2														11
Advance Planning Study	8	10	50		16												84
Cost Estimate	1	2	8														11
<b>SAN GORGONIO RIVER CROSSING NO. 1 (OPTION NO. 1) BRIDGE ADVANCE PLANNING STUDY</b>																	
Design Coordination	1	4	2														7
Evaluation of Structure Types	1	8	2														11
Advance Planning Study	8	10	50		16												84
Cost Estimate	1	2	8														11

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

TASK	Project Advised/By																	TOTAL
<b>Total Manhours</b>		200																<b>200</b>
Agency Coordination		200																200

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

Task	PM/QA/QC	Senior Engineer	Senior Planner	Assistant Engineer													TOTAL
<b>Total Manhours</b>	4	100	50	60													<b>214</b>
QA/QC	4	100	50	60													<b>214</b>

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

TASK	Project Director	Architect	Sr. Environ. Planner/PM	Environ. Planner	Architect Assistant	Public Relations	Sr. Geologist	Assoc. Geologist	Sr. Special Ins.	Geotechnical Eng.	Admin.							TOTAL
<b>Total Manhours</b>	8		10	36		10	10	30			8							112
Environmental Study Support	8		10	36		10	10	30			8							112

<b>COMPANY:</b> Wiltec		<b>SCOPE OF WORK</b> Traffic Counts				<b>DATE:</b> 1/10/2012		<b>REVISION:</b> 1					
Fee Proposal Summary		Date: 1/6/2012				<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> All Phases							
I-10 Banning Bypass													
TASK	Engineer	Sr. Project Manager	PM/Asst. Engineer	Field Technicians	Admin Assistant								TOTAL
<b>Total Manhours</b>	15	15		120	20								<b>170</b>
Traffic Counts	15	15		120	20								<b>170</b>