

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: LIN Consulting Inc. (Optional)	SCOPE OF WORK: Traffic Signals (Optional)	PHASE: Phase III
PROJECT: Temscal Canyon Road - Dawson Canyon Rd to 0.7 Miles North		DATE: March 7, 2016

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
William Sun	PIC / QA/QC		\$64.26		
Ray Kommedi	Senior Project Manager	1	@ \$57.12	\$57.12	
Ryan Woo	Project Engineer	2	@ \$35.75	\$71.50	
Benny Yau	Project Engineer		\$33.50		
Vicky Jongitsamrit	Project Engineer		\$25.00		
Stephanie Chan	Assistant Engineer		\$15.50		
TOTAL HOURS				3	AL DIRECT LABOR
					\$128.62

MULTIPLIERS

ESCALATION @	(of Direct Labor)		
OVERHEAD @	61.00%	(of Direct Labor + Escalation)	\$78.46
PAYROLL ADDITIVES @	104.00%	(of Direct Labor + Escalation)	\$133.76
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$34.08
TOTAL MULTIPLIERS			\$246.31

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		miles	\$0.58	
Overnight		ea	\$25.00	
Reproductions/Scans		SF	\$4.50	
TOTAL ODC'S				

TOTAL ODC'S

TOTAL **\$374.93**

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY: LIN Consulting Inc. (Optional)	SCOPE OF WORK: Traffic Signals (Optional)	PHASE: All Phases
PROJECT: Temscal Canyon Road - Dawson Canyon Rd to 0.7 Miles North		DATE: March 7, 2016

TASK	PIE / QA/QC	SENIOR PROJECT MANAGER	PROJECT ENGINEER	PROJECT ENGINEER	PROJECT ENGINEER	ASSISTANT ENGINEER	HOURS

PHASE TOTALS	7	23	28	6	24	22	110
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PHASE I							
PHASE II	7	22	26	6	24	22	107
PHASE III		1	2				3
PHASE IV							

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Psomas (Optional)	SCOPE OF WORK: Legal Descriptions (Optional)	PHASE: Phase II
PROJECT: Temescal Canyon Road - Dawson Canyon Rd to 0.7 mile North		DATE: March 7, 2016

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Cliff Simental	Survey Manger	18	@ \$75.59	\$1,360.62
James Rios	Project Surveyor	40	@ \$53.75	\$2,150.00
Tim Garcia	Project Surveyor	40	@ \$53.75	\$2,150.00
Jesus Ulloa	Cadd Surveyor	84	@ \$43.67	\$3,668.28
Michael Lauwers	Cadd Surveyor	76	@ \$43.67	\$3,318.92
Two Person Survey Crew	Two Person Survey Crew		\$85.67	
Liz Blair	Admin. Assistant	4	@ \$25.20	\$100.80

TOTAL HOURS **262** AL DIRECT LABOR **\$12,748.62**

MULTIPLIERS

ESCALATION @	(of Direct Labor)	
OVERHEAD @	170.60% (of Direct Labor + Escalation)	\$21,749.15
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0% (of Direct Labor + Escalation + Overhead + Payroll Additives)	\$3,449.78

TOTAL MULTIPLIERS **\$25,198.92**

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Printing and Reproduction	1	Budget	@ \$200.00	\$200.00

TOTAL ODC'S **\$200.00**

TOTAL **\$38,147.54**

Contract No. 14-09-005
Riverside County Transportation Dept.

ENGINEERING SERVICES AGREEMENT

for

Temescal Canyon Road Widening – Dos Lagos Segment

(C6-0066)

between

County of Riverside • Transportation Department

and

NCM Engineering Corporation



MAY 24 2016

3-21

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and NCM Engineering Corporation, hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department	NCM Engineering Corporation
4080 Lemon Street, 8 th Floor	4740 Green River Road, Suite 218
Riverside, CA 92502	Corona, CA 92880

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:

Ed Ng

The COUNTY PROJECT MANAGER for COUNTY shall be:

Cathy Wampler

ARTICLE II • PROJECT DEFINITION

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

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

Federal Highway Administration (FHWA)

CALTRANS

1 Other Riverside County Departments

2 Utility Companies

3 City of Corona

4 Riverside County Flood Control & Water Conservation District (RCFC&WCD)

5 Regulatory Agencies including:

6 U.S. Army Corps of Engineers (USACE)

7 U.S. Fish and Wildlife Service (USFWS)

8 California Department of Fish and Game (CDFG)

9 Regional Water Quality Control Board (RWQCB)

10 Riverside County Flood Control & Water Conservation District (RCFC & WCD)

11 **C. COUNTY/AGENCIES Standards**

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

15 **ARTICLE IV • CONDITIONS**

16 **A. Notifications**

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

22 **B. Assignment**

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

25 **C. Subcontracts**

- 26 1. ENGINEER shall perform the services contemplated with resources available within its own organization.
27 No portion of the services pertinent to this contract shall be subcontracted without written authorization by
28 the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
29 2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER

1 shall require its subcontractors to comply with the terms of this contract in the same manner as required
2 of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance
3 of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY
4 as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance
5 to name COUNTY as Additional Insured.

6 **D. Modifications**

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

21 **E. COUNTY Directives**

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

24 **F. Liability**

- 25 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans,
26 specifications and estimates prepared for this PROJECT and shall check all such material
27 accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and
28 completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review or
29 approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of

1 COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this
2 contract.

3 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance
4 with the Scope of Services shall meet the criteria for acceptance and be a product of neat
5 appearance, well organized, technically and grammatically correct, checked and having the preparer
6 and checker identified. The minimum standard of appearance, organization and contents shall be of
7 similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete
8 and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not
9 ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for
10 and can be used on PROJECT.

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

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

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

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

26 **G. Indemnification and Defense**

27 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
28 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
29 elected and appointed officials, employees, agents and representatives (hereinafter individually and

1 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
2 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
3 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
4 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
5 the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or
6 proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design
7 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.

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

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

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

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

26 **H. Quality Control**

27 ENGINEER shall implement and maintain the following quality control procedures during the preparation
28 of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect
29 during the entire time services are being performed under this contract. The plan shall establish a

1 process whereby calculations are independently checked, plans checked, corrected and back-checked,
2 and all job related correspondence and memoranda routed and received by affected persons and then
3 bound in appropriate job files. Where several drawings show different work in the same area, means
4 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence
5 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All
6 plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for
7 review shall be marked clearly as being fully checked and that the preparation of the material followed the
8 quality control plan established for the work.

9 **I. Value Engineering**

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

20 **J. Extra Work**

- 21 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
22 PROJECT MANAGER.
- 23 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
24 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
25 based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by
26 reference.
- 27 3. An amendment to this contract providing for such compensation for Extra Work shall be issued by
28 COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.
29

K. Disputes

1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.
3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and timely performance in accordance with the terms of the contract.

L. Termination Without Cause

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

1 authorized, but unpaid, extra work performed and costs incurred.

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

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

8 **N. Insurance**

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

15 1. Workers' Compensation:

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

21 2. Commercial General Liability:

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

29 3. Vehicle Liability:

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

6 4. Professional Liability

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

16 5. General Insurance Provisions - All lines:

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

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

29 c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with

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

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

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

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

29 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-

1 insurance acceptable to the COUNTY.

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

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 **P. Legal Compliance**

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

20 **Q. Nondiscrimination**

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

1 of their obligations under this clause to labor organizations with which they have a collective bargaining or
2 other agreement.

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

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

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

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

17 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
18 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

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

1 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
2 Code which require every employer to be insured against liability for worker's compensation or to
3 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
4 provisions before commencing the performance of the work of this contract."

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

23 **S. Review and Inspection**

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

26 **T. Record Retention / Audits**

- 27 1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are
28 subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR
29 Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,

1 the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify
2 compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR
3 Audit Workpaper Review, it is ENGINEER's responsibility to ensure federal, state, or local government
4 officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be
5 adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review
6 recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be
7 incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by
8 ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local
9 governments have access to CPA workpapers, will be considered a breach of contract terms and cause
10 for termination of the contract and disallowance of prior reimbursed costs.

11 2. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
12 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
13 administering the contract. All parties shall make such materials available at their respective offices at all
14 reasonable times during the contract period and for ten years from the date of final payment under the
15 contract or ten years from project closeout, whichever is later.

16 3. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
17 Federal Government shall have access to any books, records, and documents of ENGINEER that are
18 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
19 furnished if requested.

20 **U. Rebates, Kickbacks, or Other Unlawful Consideration**

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

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

27 1. ENGINEER certifies to the best of his or her knowledge and belief that:

28 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
29 ENGINEER to any person for influencing or attempting to influence an officer or employee of any

1 state or federal agency; a Member of the State Legislature or United States Congress; an officer or
2 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
3 Congress, in connection with the awarding of any state or federal contract; the making of any state or
4 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
5 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
6 grant, loan, or cooperative agreement.

7 b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
8 influencing or attempting to influence an officer or employee of any federal agency; a Member of
9 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
10 connection with this federal contract, grant, loan, or cooperative agreement; ENGINEER shall
11 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with
12 its instructions.

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

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

21 **W. Ownership of Data**

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

25 **X. Confidentiality of Data**

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

29 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES

1 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
2 the same on any other occasion.

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

7 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
8 nondisclosure of the same.

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

12 **Y. Funding Requirements**

13 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
14 agencies.

15 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
16 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
17 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
18 provisions, terms or funding of this contract in any manner.

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

21 **ARTICLE V • PERFORMANCE**

22 **A. Performance Period**

23 1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.

24 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
25 proposed contract is fully executed and approved by COUNTY.

26 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,
27 Schedule of Services, which is attached hereto and incorporated herein by reference.

28 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
29 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments

1 prior to final submission.

2 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
3 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any
4 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a
5 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
6 as stipulated in this contract.

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

8 **B. Time Extensions**

9 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
10 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
11 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
12 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
13 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
14 in COUNTY's judgment, their findings of fact justify such an extension of time.

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

17 **C. Reporting Progress**

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

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

28 **D. Evaluation of ENGINEER**

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

ARTICLE VI • COMPENSATION

A. Work Authorization

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

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$754,317.59 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

• NCM	\$640,908.56
• Diaz Yourman & Associates	\$23,779.29
• Green Com, Inc.	\$15,458.64
• Lin Consulting, Inc.	\$23,524.35
• Psomas	\$50,646.76

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

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

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

3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a

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

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

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

17 7. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal
18 Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative
19 Agreements to State and Local Governments.

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

22 **C. Progress Payments**

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

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

28 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
29 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost

1 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
2 PROJECT MANAGER..

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

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

9 **ARTICLE VII • GIS INFORMATION**

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

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

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

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

25 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
26 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
27 intended only as an information base and is not intended to replace any legal records. COUNTY has used
28 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
29 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal

1 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
2 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
3 information may not be current and changes or additions to the information contained in COUNTY GIS may
4 not yet be reflected in COUNTY GIS.


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

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

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

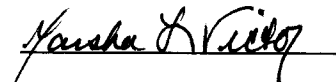
 Dated: 4-14-16

JUAN C. PEREZ

Director of Transportation
Patricia Romo
Assistant Director of Transportation


APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

 Dated: 4/15/16

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

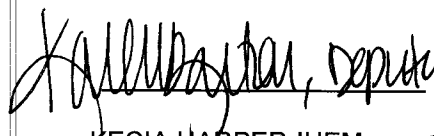
 Dated: MAY 24 2016

JOHN J. BENOIT

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAY 24 2016

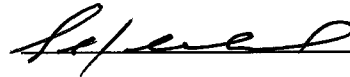
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

NCM ENGINEERING CORPORATION

 Dated: 3/15/2016

Steve Mislinski, PE

PRINTED NAME

President

TITLE

 Dated: 03/15/16

Mohan Char, PhD, PE

PRINTED NAME

CEO

TITLE

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APPENDIX A

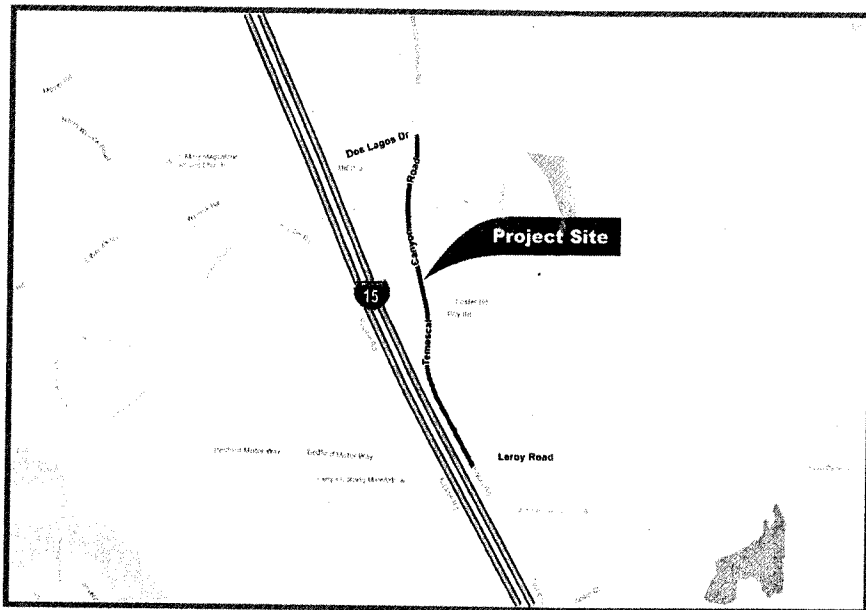
ARTICLE A-I • INTRODUCTION

A. PROJECT DESCRIPTION

The project proposes to construct roadway widening improvements along Temescal Canyon Road from Leroy Road to Dos Lagos Drive in the El Cerrito area of Riverside County. The project proposes to widen the existing 2-lane portions of the roadway to four lanes to match up with the four lanes to the north and south. The total length of the project area is about 3,200 feet. Improvements will include pavement widening, curb, gutter, curb ramps, drainage, fiber-optic conduit, traffic signal modification, and utility relocations. Transitions to adjacent properties will include driveway and grading transitions, and may include fence and gate adjustments.

The scope of work covers preliminary engineering, final engineering (PS&E), bid support and construction support phases along Temescal Canyon Road from Leroy Road to Dos Lagos Drive.

B. LOCATION



The project is located on Temescal Canyon Road from Leroy Road to Dos Lagos Drive.

1 **C. COORDINATION**

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

- 4 • City of Corona
- 5 • Riverside County Flood Control & Water Conservation District (RCFC&WCD)
- 6 • Utility Companies
- 7 • Property Owners
- 8 • County Consultants

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

10
11 **D. PHASES**

12 The services performed by ENGINEER will be accomplished in four Phases:

13 Phase I – Preliminary Engineering

14 Phase II – Final Engineering (Plans, Specifications & Estimates)

15 Phase III – Bid Support and Construction Support

16
17 Phase I will begin immediately upon receipt of written notice to proceed. The remaining phases will not begin
18 until authorized in writing by COUNTY.

19
20 **E. STANDARDS**

21 The preliminary engineering, final plans, specifications and estimates shall be prepared in accordance with
22 relevant COUNTY regulations, policies, procedures, manuals and standards and State Department of
23 Transportation (CALTRANS) latest standards and specifications, and AASHTO Design Guidelines where
24 applicable. All Documents shall be prepared using English standards and dimensions.

25 **1. Right-of-Way Engineering**

26 If authorized by COUNTY, ENGINEER will prepare legal descriptions and plat maps in Microsoft Word format
27 and MicroStation format, respectively, using COUNTY Map Preparation Manual standards.

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2. Engineering Plans, Estimates and Specifications

Plans and specifications will be prepared in accordance with the current COUNTY Road Improvement Standards and COUNTY Policies and Guidelines for Submittal of Plans, Specifications and Estimates. Roadway plans will be prepared in MicroStation format. Special Provisions will be prepared using Microsoft Word conforming to COUNTY format and content. All documents will be prepared using English standards and units of measurement.

3. Accessibility Compliance

The design of all pedestrian improvements will be prepared in compliance with the Americans with Disabilities Act (ADA) and federal, state and local requirements. Design standards include the US Department of Justice "2010 ADA Standards," the US Access Board "Draft Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG)," the latest "California Building Code" sections as incorporated by the California Division of the State Architect Access Compliance Office (DSA-AC), the COUNTY Transportation Department "ADA Self Evaluation and Transition Plan for Access in the Public Road Right-of-Way," and latest "COUNTY Roadway Standards" (updates available from the COUNTY PROJECT MANAGER). In situations with differing requirements among the design standards, the most stringent criteria will apply. Pedestrian improvements include sidewalks, trails, curb ramps, driveway crossings, street crossings (either marked or unmarked), and traffic signal equipment

F. KEY PERSONNEL

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

NCM Engineering	ENGINEER
Edward Ng, PE	NCM – ENGINEERING PROJECT MANAGER

1	Albert Pan, PE	NCM – NCM PROJECT ENGINEER
2	Psomas	SURVEY CONSULTANT
3	Diaz-Yourman & Associates	GEOTECHNICAL CONSULTANT
4	Iteris	TRAFFIC ANALYSIS CONSULTANT
5	Green Com, Inc.	OUTREACH CONSULTANT
6	LIN Consulting Inc.	TRAFFIC CONSULTANT

8 **ARTICLE A-II • PROJECT ADMINISTRATION**

9 **A. PROJECT MANAGEMENT**

10 The proposed work in this scope is Preliminary Engineering, Final Engineering, and Bid and Construction
11 Support. The ENGINEERING PROJECT MANAGER will maintain ongoing liaison with the COUNTY
12 PROJECT MANAGER and other affected agencies to promote effective coordination during the course of
13 project development.

14
15 ENGINEER will hold a kickoff meeting with the COUNTY to confirm the project scope, establish the lines of
16 communications, and establish a schedule for project coordination meetings and technical reviews. A kickoff
17 meeting will address the startup activities to initiate Preliminary Engineering. Final Engineering and/or Bid
18 and Construction Support will only be initiated by ENGINEER upon receipt of a Notice to Proceed issued by
19 the COUNTY PROJECT MANAGER. Items of work identified as "Optional" will only be initiated by
20 ENGINEER upon receipt of a written Notice to Proceed by the COUNTY PROJECT MANAGER. Regular
21 team meetings, either monthly or bi-weekly (including physical meetings and/or teleconferences), will be held
22 to review progress of the project development and any issues and concerns.

23
24 Additional coordination meetings with the COUNTY PROJECT MANAGER and other representatives from
25 affected agencies will be held on an as-needed basis as determined by the ENGINEER or COUNTY
26 PROJECT MANAGER. The ENGINEER shall prepare meeting agenda and minutes and action items matrix
27 for each meeting and have these available for review within five (5) working days following the meeting.

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B. BUDGETING

The ENGINEER will prepare budgets for each task and milestone for the PROJECT and use them as a basis for cost monitoring and control.

C. COST ACCOUNTING

The ENGINEER will prepare monthly reports of expenditures for the PROJECT by task and milestone. Expenditures include direct labor costs, overhead costs, other direct costs, and subconsultant costs. These reports will be included as supporting data for invoices presented to the COUNTY every month. Invoices will be prepared to COUNTY format standards and submitted electronically to the COUNTY PROJECT MANAGER for processing.

D. SCHEDULING

Within two (2) weeks from the Notice to Proceed (NTP) for the Preliminary Engineering Phase, the ENGINEER will provide a detailed project schedule through the completion of the construction. The schedule will be comprised of milestones, major activities and the ENGINEER's deliverables to the COUNTY for review and comment. This schedule will reflect assumed review times necessary by all of the agencies involved. Review of the schedule will occur and adjustments will be made, if necessary, due to changes in circumstances. ENGINEER will provide updates to the schedule monthly or as OTHERWISE directed by the COUNTY PROJECT MANAGER.

E. PROGRESS REPORTING

Progress reports will be prepared in accordance with COUNTY guidelines. Reports will be required monthly and will be accompanied by an invoice. The ENGINEER will assess physical percent complete and compare it to the financial percent complete.

1 **ARTICLE A-III • SERVICES TO BE PROVIDED**

2 The scope of work for this project will be divided into three main phases, Phase I will cover the Preliminary
3 Engineering, Phase II will cover the Final Engineering (Plans, Specifications & Estimates), and Phase III will cover
4 Bid and Construction Support.

5
6 **PHASE I: PRELIMINARY ENGINEERING**

7 **A. RESEARCH AND DATA GATHERING**

8 Existing topographic mapping, photos, maintenance reports, right-of-way maps, "as-built" plans, record maps
9 and surveys, study reports, assessor maps, contract documents and any other pertinent data will be obtained
10 and reviewed by ENGINEER. Topographic mapping and survey baseline data will be performed by the
11 COUNTY and furnished to ENGINEER. Field reviews will be conducted by ENGINEER during the
12 development of the project to visualize field conditions, determine conceptual improvement alternatives and to
13 confirm the accuracy of any existing drawings and as-builts obtained

14
15 **B. ENVIRONMENTAL COORDINATION**

16 Environmental services for the project are being provided by COUNTY's Environmental Consultant under
17 separate contract. ENGINEER will coordinate with COUNTY's Environmental Consultant to provide
18 engineering support and project data needed to complete the CEQA environmental documentation. During
19 the alternatives development stage, ENGINEER will coordinate with COUNTY's Environmental Consultant to
20 review potential environmental impacts of each alternative and, where feasible, develop alignment
21 adjustments and modify alternatives to avoid or reduce impacts. Provide engineering studies and reports
22 needed for inclusion into the environmental documentation.

23
24 **C. GEOTECHNICAL**

25 The roadway grading is anticipated to remove the existing paving and the roadway constructed with a new
26 pavement section due to changes in the profile grade and the road widening. The GEOTECHNICAL
27 ENGINEERING CONSULTANT will furnish all geotechnical data and pavement recommendations to

COUNTY for review. Grading transitions to adjacent properties may involve large slopes and/or retaining walls. The potential length of retaining wall may extend up to 700 feet in length. The geotechnical tasks include:

1. **Preliminary Geotechnical Engineering**

- **Data Review, Site Reconnaissance, Development of Work Plan, and Underground Service Alert (USA) Notification** - Review project and underground utility information provided. Perform a site reconnaissance. Develop a subsurface exploration plan. Mark exploration locations in the field and contact USA.
- **Geophysical Survey** - Perform a geophysical survey to help check exploration locations for underground utilities.
- **Subsurface Exploration** - Drill borings and perform pavement coring. The boring depths will vary from 5 to 25 feet or refusal, whichever is shallower. One day of exploration is assumed. It is anticipated that 3 to 4 borings and 2 to 3 cores will be performed. The GEOTECHNICAL ENGINEERING CONSULTANT will obtain a no-fee encroachment permit from the COUNTY prior to performing any work in the public right-of-way, will backfill and compact boring and coring locations, patch paved surfaces with cold patch asphalt in compliance with the COUNTY encroachment permit requirements.
- **Percolation Testing** – Where site has potential for placing a water quality basin, perform percolation tests near the surface of the site.
- **Geotechnical Laboratory Testing** - Perform moisture content/dry density, index test (particle size analysis - #200 sieve, or Atterberg limits), sand equivalent, shear strength, consolidation, compaction, R-Value, corrosion tests, and other tests as needed. The number of tests will be determined based on the subsurface conditions and improvements planned.
- **Engineering Analysis and Reporting** - Provide geotechnical reports with conclusions and recommendations regarding pavement recommendations, seismic hazards, earthwork/grading, temporary and permanent slope stability, temporary shoring, retaining wall type, bearing capacity and settlement, lateral earth pressures, and corrosion potential

1 **2. Assumptions**

- 2 • A no-fee permit will be issued by the COUNTY for geotechnical explorations in COUNTY RW
- 3 • GEOTECHNICAL ENGINEERING CONSULTANT will prepare all exhibits and work description
- 4 needed for COUNTY to obtaining Right of Entries for geotechnical explorations within private
- 5 property.
- 6 • The Manual of Uniform Traffic Control Devices (MUTCD) will be used for traffic control. No location-
- 7 specific traffic control plans will be provided
- 8 • Boring and coring locations will be backfilled with cuttings and compacted
- 9 • Paved surfaces will be patched as required by the encroachment permit
- 10 • One bound original, five bound copies, and an electronic copy of the final report will be provided

11

12 **D. TRAFFIC ANALYSIS**

13 The traffic operation analyses to support the environmental air quality and noise studies for the Dos Lagos

14 segment is done under a separate contract. The findings from that traffic study will be incorporated into the

15 CEQA analysis for the Dos Lagos segment of Temescal Canyon Road.

16

17 **E. PUBLIC OUTREACH**

18 The public outreach tasks include informational meetings, public meetings, and social media to keep

19 residents, businesses, and the community apprised of the progress of the project and to provide open lines of

20 communication to receive input and address concerns in a timely manner. These efforts include:

- 21 1. Task Force Meetings – A key element of a public meeting is coordination and support from the local
- 22 public service and public safety agencies, including COUNTY Supervisor's Office representatives, Fire,
- 23 Law Enforcement, schools, school transportation, local transit, City of Corona Traffic Engineer, and other
- 24 impacted service providers. Task force meetings will be conducted by OUTREACH CONSULTANT prior
- 25 to the community and public meetings
- 26 2. Community Meetings – Project presentations will be made as a part of regularly scheduled community
- 27 meetings. ENGINEER will prepare presentations including preparation and setup of display boards and

1 creating PowerPoint presentations for meetings. If necessary, OUTREACH CONSULTANT will provide
2 projectors, screens and audiovisual equipment for the presentations. Spanish translation of handout
3 materials will be prepared by OUTREACH CONSULTANT to be reviewed by COUNTY translator.
4 Minutes and notes of questions and comments related to the project presentation will be prepared by
5 ENGINEER. Since these meetings are held as part of a regularly scheduled community meeting, it is
6 assumed that arrangements for meeting venues will be made by others. During the preliminary
7 engineering/environmental document phase, one community meeting is assumed.

- 8 3. Website and Social Media – OUTREACH CONSULTANT will provide project progress updates for
9 COUNTY website.

10
11 **F. UTILITIES COORDINATION AND POTHOLING**

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

17
18 ENGINEER shall coordinate with COUNTY staff to obtain record copies of utility maps from each utility owner
19 within the project limits for existing and/or proposed utility facilities. ENGINEER shall include mapping and/or
20 exhibits that clearly define the project limits as part of the requests for utility information. For this Project,
21 COUNTY has already sent utility requests to the utility companies.

22
23 ENGINEER shall identify utility companies affected by the project and delineate utilities within the project's
24 sphere of influence on the plans. ENGINEER shall prepare preliminary plans, which shall include all existing
25 utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate.
26 ENGINEER shall check horizontal and vertical clearances for utilities and coordinate design with the various
27 utility companies to address conflicts. In addition to information provided by the owning utility companies and

1 through research of other record maps, field surveys shall be used to locate utility features such as manholes,
2 valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans. If ENGINEER determines that
3 additional field survey work is required to identify precise locations of existing above-ground utilities, then
4 ENGINEER shall prepare a survey request and provide it to the COUNTY PROJECT MANAGER for work to
5 be performed by COUNTY survey staff.

6
7 **Potholing**

8 Potholing of both high and low risk utilities, including all utilities that could be in conflict with the
9 improvements, shall be anticipated by the ENGINEER. The ENGINEER shall prepare potholing exhibits as
10 needed to adequately locate underground utilities, shall enter into a contract with a licensed contractor for the
11 potholing of utilities upon the receipt of three (3) competitive bids, shall ensure that appropriate permits are
12 obtained from all appropriate jurisdictions prior to the start of work, shall notify the utility companies of the
13 pending potholing work, shall ensure that the utility horizontal and vertical data is collected by COUNTY
14 survey, shall update the potholing exhibit with the collected data, and shall note known utility conflicts on the
15 potholing exhibit.

16
17 The contract between the ENGINEER and the potholing contractor shall require that the potholing contractor's
18 insurance policies name the ENGINEER, the COUNTY of Riverside, and any other affected jurisdictions or
19 facility owner as additionally insured with respect to the potholing contractor's general liability, excess liability
20 and automobile liability policy. The potholing contractor shall meet the insurance requirements, as set forth
21 elsewhere in this agreement, except that the potholing contractor will not be required to provide professional
22 liability coverage. Review and approval of the potholing contractor's insurance certificate and endorsements
23 by the COUNTY's representative shall be obtained prior to the start of potholing work.

24
25 The ENGINEER shall evaluate the potholing data, and shall include the information on the utility plans in table
26 format, with numbered or letter references to the location of the location of the potholes. The ENGINEER
27 shall determine whether or not the facilities are in conflict, and the limits of the conflict, both of which shall be

1 shown on the utility plans with construction notes as part of the roadway improvement plan set.

2
3 For the purposes of this proposal, the scope assumes potholes at thirty (30) locations. The exact scope and
4 timing of potholing will be determined during the design process.

5
6 **G. PRELIMINARY ENGINEERING**

7 **1. Roadway and Grading Alternatives Development**

8 The roadway and grading preliminary engineering will develop layouts of the proposed roadway widening
9 to meet the project goal of providing improvements for four travel lanes, striped median, paved
10 shoulders/bike lane, curb & gutter, drainage, water quality, and fiber optic conduit. The existing centerline
11 alignment along this project area winding with several horizontal curves signed for 40-45 mph. The curves
12 and profiles do not meet the 55 mph design standard and will have to be realigned in order to meet the
13 design speed criteria. The properties along this section of Temescal Canyon Road are developed with
14 many of them containing older building structures. Much of the development in this area was done when
15 the Temescal Valley was more rural in character and developed over the years in a piecemeal fashion.
16 Realignment of the road to meet the 55 mph design speed is likely to impact some of the properties.

17
18 The preliminary engineering plans will identify approximate grading limits and affected offsite
19 improvements including walls, fences, driveways, landscaping, and utilities. Where significant impacts
20 are identified, develop alignment alternatives to reduce impacts. Physical topography, existing right-of-
21 way availability, existing site improvements and site constraints will be taken into account in the
22 development of alternatives for consideration by the COUNTY. The preliminary design and alternatives
23 will show topography, improvements, physical and legal constraints, existing and preliminary proposed
24 right-of-way, typical cross-sections, grading limits, drainage improvements and existing utilities. The
25 plans shall also include:

- 26
27
- Approximate limits of cut and fill

- 1 • Location of major structures
- 2 • Drainage conveyances and approximate size of hydraulic structures
- 3 • Permanent water quality BMP improvements
- 4 • Areas of environmental concern, if notified of any

5
6 The preliminary engineering alignment design will incorporate input received from:

- 7 • COUNTY PROJECT MANAGER
- 8 • COUNTY utility, traffic, environmental, drainage plan check, water quality, survey, construction,
9 materials, maintenance, and management staff
- 10 • ENGINEER's traffic and geotechnical subconsultants

11
12 The preliminary engineering plan set for Leroy Road to Dos Lagos Drive is anticipated to include:

- 13 • Preliminary Roadway Layout – Plan view with aerial photo, typical cross-sections, survey centerline,
14 construction centerline, curb alignment, curb ramps, drainage, permanent water quality BMPs.
15 Grading/slopes, retaining walls, driveway approach locations, fence/wall relocations, and general details
- 16 • Schematic Traffic Plans – Preliminary pavement delineation, conceptual traffic signal relocations
- 17 • Schematic stage construction, traffic handling, and detours exhibit
- 18 • Schematic Utility Exhibit – Preliminary utility conflicts, potential relocations (to be utilized later for the
19 Pothole Location Exhibit)
- 20 • Right-of-Way Requirements Exhibit– Permanent right-of-way schematic and temporary construction
21 easement requirements

22 23 **2. Retaining Walls**

24 **2.1 Reference Materials**

25 ENGINEER shall generally comply with Caltrans Design Standards and Procedures. ENGINEER shall utilize
26 the following documents. In addition the ENGINEER shall make use of additional reference material as
27 appropriate. ENGINEER shall also be responsible for ensuring the most recent version of all reference

1 materials are used, including any addenda and errata.

- 2 • Applicable Local Codes and Manuals
- 3 • AASHTO Load and Resistance Factor Design Bridge Design Specifications (AASHTO LRFD)
- 4 • Caltrans Amendments to AASHTO LRFD Bridge Design Specifications
- 5 • Caltrans Standard Plans
- 6 • Caltrans XS Sheets
- 7 • Caltrans Design Manuals
- 8 • Caltrans Standard Specifications and Standard Special Provisions

9 Note: The above listing of standards is not in order of precedence

11 **2.2 Preliminary Engineering of Retaining Walls**

12 The curved portion of the roadway will have to be realigned horizontally to meet the 55 mph design speed.
13 The area along the west side of Temescal Canyon road has several properties that are on existing ground
14 that is higher than the road profile. The widening and realignment may cut into some of the slopes. Up to
15 600 feet of grading impacts along the west side of the road may be offset by use of retaining walls. Retaining
16 walls will be looked at as options to reduce impacts to these properties. Wall types, constructability, and
17 costs will be weighed against the standard graded slopes to arrive at a reasonable balance for the Project.

18
19 The structural concept evaluation includes an engineering study by ENGINEER of various feasible retaining
20 wall alternatives as they relate to the overall project study report and project report. No Advanced Planning
21 Study Memo will be prepared for these minor walls. This investigation and discussion shall include the
22 following parameters:

- 23 • Aesthetics
- 24 • Constructability
- 25 • Right-of-Way Constraints
- 26 • Construction Materials
- 27 • Cost comparisons

1 • Seismic Requirements

2 Retaining walls layouts will be shown as alternatives to offsite grading and a cost comparison of grading
3 versus retaining walls will be calculated by the ENGINEER. Impacts to offsite structures and costs of
4 structure impacts are not included in ENGINEER's calculations. It is assumed that costs of impacts to offsite
5 structures and property values will be handled by COUNTY's Real Estate Department.

6
7 **3. Drainage**

8 ENGINEER will perform research and obtain as-built plans from the COUNTY and from the Riverside County
9 Flood Control and Water Conservation District (RCFC&WCD), including any master-planned facility maps.
10 ENGINEER will review the existing drainage systems along Temescal Canyon Road. There are existing
11 infrastructure storm drain systems at Leroy Road, Foster Road, and just south of Dos Lagos Drive. Existing
12 drainage features along the project route will be reviewed by site visits and any signs of damage and
13 deficiencies will be noted. Drainage patterns along the project route will be identified. Preliminarily identify
14 needed drainage collection facilities needed due to change of roadway cross-section to curb and gutter.
15 Maintenance records will be examined to identify systems or locations of known drainage problems.
16 ENGINEER will coordinate with the COUNTY PROJECT MANAGER to set up a field review meeting to
17 include the COUNTY Transportation Department maintenance district supervisor. Prior studies, if any and if
18 applicable, will be reviewed and the data utilized to streamline the evaluation process. Hydrology and
19 hydraulic analysis will be performed according to Riverside County Flood Control and Water Conservation
20 District (RCFC&WCD) standards. The hydrology and hydraulic analysis at this stage will be for major and the
21 mainline systems. No detailed design of local drainage facilities is included in the preliminary engineering
22 phase. The costs for the local drainage facilities will be estimated based on review of road profiles and
23 drainage patterns.

24
25 Where the existing culverts or drainage facilities may fall within footprints of proposed alignments and may be
26 incorporated into the ultimate alignment, an evaluation of the physical condition of the facility will be made in
27 coordination with COUNTY maintenance. Caltrans DB-83 will be used a guide to evaluate and develop

1 remediation strategies as appropriate.

2
3 **4. NPDES Permit Compliance**

4 A draft Transportation Project Guidance (TPG) water quality document will be prepared in accordance with
5 the Transportation Project Guidance guidelines from RCFC&WCD. For this phase of the work, opportunities
6 for BMP's will be identified for consideration by COUNTY. The BMP devices will be preliminarily sized and
7 probable locations identified, but will not be detailed out.

8
9 **5. Preliminary Right-of-Way Requirements Exhibit**

10 ENGINEER will prepare an exhibit identifying potential limits of right-of-way (R/W) to accommodate the street
11 improvements. The R/W requirements exhibit will also show additional areas required for Temporary
12 Construction Easements (TCE) or Right-of Entry (R/E) for construction of offsite improvements and
13 modifications. Submit R/W Requirements Exhibit to COUNTY.

14
15 **6. Conceptual Construction Staging Plan- OPTIONAL**

16 ENGINEER will prepare conceptual construction staging plans to demonstrate feasible construction of the
17 road widening and identifying potential impacts to local residents and businesses and the local road network.
18 The staging plans will be conceptual level detail only. The staging plans shall be developed such that at least
19 one lane of traffic is maintained in each direction at all times (with possible localized flagmen controlled traffic
20 during non-peak hours), and access can be reasonably provided to all adjacent properties. The final version
21 of the Conceptual Staging Plan will be incorporated in the construction documents (either plans or
22 specifications).

23
24 **7. Preliminary Engineer's Estimate**

25 ENGINEER will prepare a preliminary cost estimate for the project on COUNTY's standard engineer's
26 estimate spreadsheet format using COUNTY standard units of measure. The costs will include proposed
27 roadway excavation, pavement, curb and gutter, sidewalk, drainage, permanent water quality BMPs, retaining

1 wall, driveway, fence/wall relocation, fiber optic conduit, traffic signal modification, striping, signing, and utility
2 relocation costs to be performed by the COUNTY construction contractor. Estimated cost for obtaining Right
3 of Way and permanent easements will also be included. Where alternatives are developed for consideration,
4 cost of alternatives will be developed.

5
6
7 **8. Coordination with COUNTY Survey**

8 The control surveys and topographic surveys are anticipated to be performed by the COUNTY survey
9 department. COUNTY shall submit all survey data to ENGINEER including CADD files, alignment data,
10 benchmarks, monuments, and basis of bearings. ENGINEER shall download survey data and review the
11 data for any additional survey data needed. ENGINEER shall submit written request for any additional survey
12 data required to the COUNTY PROJECT MANAGER.

13
14 ENGINEER will use the COUNTY's survey data under the assumption that the survey data is correct. Should
15 there be errors in the survey data that require recalculation of alignment data and revision of the plans,
16 additional costs of such efforts shall be considered as out of scope and shall be reimbursed as a contract
17 change order.

18
19 **9. Coordination with COUNTY Traffic**

20 The traffic signal modification plans are anticipated to be prepared by the COUNTY. COUNTY will also
21 prepare the final signing and striping plans. In the preliminary engineering phase, ENGINEER will prepare
22 striping layouts for lane alignment for review by COUNTY. ENGINEER will prepare road layout plans with
23 preliminary locations for signal poles and signal equipment. COUNTY will review striping layouts and traffic
24 signal layouts and provide comments. ENGINEER will make adjustments per comments. No signing,
25 striping, or signal plans will be prepared at the preliminary engineering phase.

1 **PHASE II: FINAL ENGINEERING (PLANS, SPECIFICATIONS & ESTIMATES)**

2 **A. GENERAL**

3 ENGINEER will provide professional and technical engineering services necessary to complete the
4 construction plans, specifications, and estimate. The design plans will be submitted to COUNTY for review
5 at the 65%, 95%, and 100% completion stages. The submittal at each stage of plans will be accompanied by
6 an ENGINEER's estimate of total project costs. The major work elements of this proposal include:

- 7 • Roadway Design Plans (with Offsite Grading and Private Property Modifications)
- 8 • Structural Design Details for Retaining Walls and Structures
- 9 • Drainage Improvement Design (as part of the Roadway Design Plans)
- 10 • Water Quality TPG Document (and BMP Design on the Roadway Design Plans)
- 11 • Fiber Optic Design Plan (standalone)
- 12 • Construction Staging Details (optional)
- 13 • Utility Coordination and Potholing
- 14 • Right of Way Engineering
- 15 • Public Outreach
- 16 • Special Provision Preparation
- 17 • Engineer's Estimate Preparation

18
19 **B. ROADWAY**

20 Roadway improvement plans and profiles will be prepared for the widening and reprofiling of Temescal
21 Canyon Road from Leroy Road to Dos Lagos Drive. Temescal Canyon Road will be widened to four travel
22 lanes, a striped median, and curb and gutter per the preferred alternative developed in the preliminary
23 engineering phase as determined by COUNTY.

24
25 The horizontal alignment and profile will be developed to meet COUNTY road standards for 55 mph design
26 speed and take into consideration vertical and horizontal curve sight distance and access needs for the
27 properties along the road. The plans will detail modifications and transitions to existing driveways. Profiles

1 will be provided on the plans for all driveways and will demonstrate vehicle drivability and stormwater
2 containment. Transitions at the property frontages may be accommodated through the use of either graded
3 slopes, retaining walls, retaining curbs, or slough walls as appropriate. A level area of 2 feet will be provided
4 between tops and toes of slopes and hard improvements/fences. Fences and gates will be called out to be
5 adjusted, relocated, or reconstructed to meet the new grades and proposed R/W lines. ENGINEER will
6 provide COUNTY PROJECT MANAGER with a draft Survey Work Request for COUNTY survey staff to
7 perform additional ground survey that may be needed to locate existing facilities, and tie-ins for proposed
8 facilities.

9
10 Driveways will be constructed or reconstructed to meet ADA accessibility standards. Intersection curb returns
11 will have ADA compliant curb ramps per COUNTY standards. The elevations and slopes of all key points on
12 curb ramps will be detailed in design tables for the ENGINEER to document ADA-compliance and for
13 inspectors to verify compliance upon the completion of construction. Any existing curb ramp that will be
14 protected in place will be field measured by ENGINEER to document ADA compliance; said measurements
15 will be documented on the COUNTY standard Ramp Inspection Reports and submitted to the COUNTY
16 PROJECT MANAGER.

17
18 The roadway plans will be prepared using the COUNTY standard title block sheets and drawing format at
19 22"x34" size. Text size will be 0.12 inches. The drawings will include sheet index map, general notes,
20 construction notes, typical sections, pavement sections, removals and demolition as required, utility relocation
21 notes, drainage improvements plan profile and details, construction details, driveway profiles, using County
22 standard plans. The roadway plans will include existing utility data in the plan view and identify any
23 relocations, adjustments, or protection of utility facilities identifying the utility purveyor and pole numbers as
24 applicable.

25
26 The roadway plan view will show the existing survey centerline and proposed construction centerline, curb
27 line, gutter line, and existing and proposed right of way lines. The plan view will also show existing and

1 proposed aboveground and underground utilities, proposed storm drain and drainage structures, and
 2 proposed fiber optic lines. The layout data will include geometric alignment data for all points of tangents and
 3 curvature. The “existing centerline” alignment will use the surveyed centerline mapping as provided by the
 4 COUNTY’s survey department. A “construction centerline” will be established for the construction of
 5 improvements. To clearly show the offsite improvement details, the plan view drawings will be prepared at
 6 1”=20’. Corresponding profiles will be on the same sheet.

7
 8
 9 **ROADWAY DESIGN PLAN DRAWINGS**

10 The following sheets are estimated to be in the plans set:
 11

Sheet Name	Sheet Count
Master Title Sheet (listing all standalone construction plan sets)	1
Street Improvement Plan Title Sheet- Vicinity Map, Sheet Index, General Notes, Abbreviations, Bench Mark and Basis of Bearing	1
Sheet Index Map and Construction Notes	1
Typical Sections	2
Plan and Profile (20 scale)	8
Grading Details	3
Construction Details	4
Drainage & Details	4
Drainage Structure Detail	2
Fiber Optic Plans	5
Retaining Wall	8
Cross Sections at 50’ intervals	12
Total Sheets	51

1 The development of the plan sheets will be based on engineering design, calculations, investigations, and
2 reports.

3
4 **C. RETAINING WALLS AND STRUCTURES DESIGN**

5 Because Caltrans Standard Plan retaining walls are designed for a maximum peak ground acceleration
6 (PGA) of 0.6g and the project site is expected to have a PGA greater than 0.6g, all retaining walls will require
7 special design and details. The exact PGA used to design the walls will be determined after geotechnical
8 evaluation of the underlying geology and stratum. Any wall systems that are not available in some form
9 through Caltrans standards will also require custom design and detailing (soldier pile, ground anchor walls,
10 etc.). If the PGA is found to be less than 0.6g at any location on the project, the design team will consider the
11 use of unmodified Caltrans Standard Plan walls where possible.

12
13 ENGINEER will prepare structure plans in accordance with Caltrans recommended practice for detailing.
14 Caltrans Standard Plans shall be utilized where applicable and shall be called out on the plans as a
15 reference. ENGINEER will prepare design calculations and independent design check calculations for any
16 special design retaining walls.

17
18 ENGINEER will consider retaining walls where they can reduce the overall project cost by reducing right-of-
19 way and environmental mitigation costs. Retaining walls will be utilized where feasible, cost-effective and
20 necessary to reduce grading impacts to adjacent properties. Retaining wall foundation types shall be selected
21 taking into consideration constructability, maintenance, and availability of right-of-way. Sight distance will
22 consider potential barriers created by retaining walls.

23
24 Retaining wall and structure details will be included within the Roadway Design Plan set.

25
26 **D. DRAINAGE DESIGN**

27 There are drainage infrastructure lines at Leroy Road, Foster Road, and south of Dos Lagos Drive. Drainage

1 design is anticipated to consist of designing new storm drain pipe systems extended from the infrastructure
2 lines to replace the existing roadside ditch drainage system and add catch basins. Inlets and catch basins will
3 be designed at locations to intercept street flows to meet COUNTY storm drainage criteria. Where necessary,
4 drainage laterals and inlets will be installed on offsite properties where road grading has impacted the
5 drainage from the property. Design of the drainage facility improvements will be incorporated within the
6 Roadway Design Plan set and include plan, profile and details.

7
8 Hydrology and hydraulics calculations will be performed per Riverside County Flood Control & Water
9 Conservation District (RCFC&WCD) methodologies. The tributary area draining to this part of Temescal
10 Canyon Road extends west of the I-15 freeway into the Cleveland National Forest. Hydrology calculations
11 are anticipated to use the Unit Hydrograph method for the main tributary flows and the Modified Rational
12 Method for the local drainage facilities. Street hydraulic capacity calculations will be performed to locate
13 catch basins to meet COUNTY standards to maintain a 12 foot dry lane during the design storm. All drainage
14 reports, hydrology, hydraulics, calculations and storm drain plan design will be reviewed and plan checked by
15 the Transportation Department and/or RCFC&WCD. Plans may be required to use Transportation
16 Department title block and/or RCFC&WCD title block. Deliverables will include 3 bound copies and a CD of
17 the final approved Drainage Study including narrative discussion, hydrology, hydraulics, and folded maps.

18
19 **E. NPDES PERMIT COMPLIANCE**

20 The project area is located in the Riverside County Santa Ana Region MS4 Permit area and is a new surface
21 transportation project. Therefore, the project water quality documentation will be prepared by ENGINEER
22 following the Transportation Project Guidance (TPG) in lieu of preparing a WQMP. The TPG, including
23 attached exhibits, will be prepared using the template and guidance as prepared by RCFC&WCD and will be
24 reviewed for approval by COUNTY water quality staff.

25
26 Opportunities for implementation of Low Impact Development (LID) water quality features will be explored by
27 ENGINEER and discussed with COUNTY. Where properties must be acquired for right-of-way, remnant

1 parcels will be examined for feasibility for location of water quality features taking into account suitability for
2 water quality treatment, accessibility for maintenance, and ability to drain roadway tributary flows into the
3 sites. Street parkways will be reviewed for potential to include LID features.

4
5 The implementation of LID features and permanent BMPs will be shown to be constructed on the Roadway
6 Design Plans. The final TPG as approved by the COUNTY will not be part of the construction documents, but
7 will be kept on file. ENGINEER's final deliverable will include 3 bound copies and CD of the electronic file
8 including folded attachments in sleeves submitted to the COUNTY.

9
10 **F. SITE RESTORATION DESIGN AND COORDINATION**

11 Developed properties along portions of the roadway that will be widened and reprofiled may require offsite
12 regrading and improvements. These will typically be regraded driveways and grading transitions to the new
13 driveway grades, elevations and locations. The driveways within the properties to be reconstructed will be
14 replaced in kind with material and finish generally matching the existing driveways. Landscaping and
15 irrigation disturbed by construction will be restored as closely as possible to existing condition. Other offsite
16 improvements that may require adjustment or modification include fencing, gates, walkways, and hardscape.
17 Business parking lot layouts and parking spaces may be modified.

18
19 It is assumed that COUNTY and/or its Real Estate Agent will be contacting and negotiating with the individual
20 impacted residents and businesses regarding the final disposition of compensation and improvements within
21 the impacted properties. ENGINEER's role will be to develop the design layouts of the agreed-to site
22 modifications and incorporate those improvements into the engineering plans. ENGINEER may develop
23 conceptual plans and graphics for COUNTY and/or Real Estate Agent to present to property owners to
24 illustrate the extent of impacts and potential restoration improvements. The extent that improvements will be
25 reconstructed as part of the construction contract versus compensation to property owners to make the
26 necessary improvements will be determined by COUNTY and their designated Right-of-Way Agent.
27 ENGINEER will prepare plans for the offsite improvements accordingly.

1
2 It is anticipated that ENGINEER will attend meetings with affected property owners and businesses on a
3 limited and as-needed basis as requested by COUNTY or its Real Estate Agent. For budgetary purposes, it
4 is assumed that there will be 10 meetings (Note: there are about 21 potentially impacted parcels in the project
5 segment) at 8 hours each. All meetings with property owners will be coordinated through COUNTY.

6
7 ENGINEER will prepare construction documents denoting the impacted areas and the proposed
8 improvements for reconstruction of driveways, regrading, retaining walls, landscape and hardscape, fences
9 and gates. Cost estimates will be prepared for the proposed offsite reconstruction which may be used as a
10 basis for determining compensation in lieu of reconstruction by the COUNTY's construction contract.

11
12 The ENGINEER will denote items required for construction by the COUNTY construction contractor on the
13 Roadway Design Plans, excluding items where COUNTY utilizes compensation in lieu of construction.

14
15 **G. FIBER OPTIC PLAN**

16 Separate Fiber Optic Conduit Plans will be prepared by ENGINEER and included in the construction bid
17 documents. Plans will be prepared on size 22" x 34" drawings at 1"=40'. The plans will be shown in plan
18 view only along with details of conduit, pull box, and vault installation and fiber assignment details. Utility
19 conflicts with existing facilities or services will be called out.

20
21 **H. CONSTRUCTION STAGING PLANS – OPTIONAL TASK**

22 Temescal Canyon Road is a vital arterial road that serves the Temescal Valley communities as well as the
23 local community. Temescal Canyon Road is the primary alternative to the I-15 freeway when there are
24 incidents that disrupt traffic on the I-15 freeway. Therefore, staging the work to maintain traffic flow is critically
25 important.

26
27 ENGINEER shall prepare construction staging plans. The construction staging plans will show sufficient

1 detail of the work area constraints, work areas and areas to be maintained for traffic flow. Access to the local
2 businesses and residents will be maintained.

3
4 The construction staging drawings will identify contractor work areas and traffic routing for each stage. The
5 active work areas will be hatched and the description of work for each stage will be shown, along with areas
6 that are completed in prior stages.

7
8 This optional service will be performed only if authorized in writing by COUNTY.

9
10 **I. PUBLIC OUTREACH**

11 Open communications with affected businesses and nearby residents during the design process will greatly
12 reduce the potential for complaints during the construction phase. Early communication will educate and
13 inform the community members about the project. Public outreach efforts during the final engineering phase
14 will focus on preparing and informing the community of the project prior to construction of the project. It will
15 also be an opportunity for the community to voice concerns that can be addressed and, if necessary,
16 incorporated into the design and specifications to avoid potential complications during construction and avoid
17 delays and change orders. The COUNTY will assume ownership of the public presentation materials.

18
19 These public outreach efforts in the final engineering phase include:

20 **1. Task Force Meeting** – OUTREACH CONSULTANT will meet with the local public service and public
21 safety agencies, including COUNTY Supervisor's Office representatives, Fire, Law Enforcement, schools,
22 school transportation, local transit, , and other impacted service providers. Task force meetings will be
23 conducted prior to the public meeting to provide project information, obtain input, and to develop
24 strategies to address the needs and concerns of these agencies and service providers. The information
25 from the task force meetings will be part of the information to be shared with the community in the
26 following public meeting.

27 **2. Community Meeting** – During the final engineering phase, one project presentation will be made as a