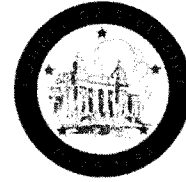


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.17
(ID # 6053)

MEETING DATE:

Tuesday, January 30, 2018

FROM : TLMA-TRANSPORTATION:

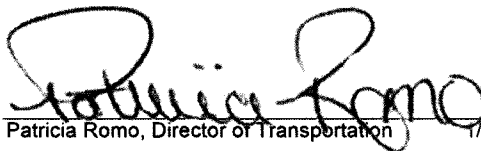
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY - TRANSPORTATION:

Approval of the Engineering Services Agreement between the County of Riverside and Michael Baker International, Inc., for the preparation of a Project Approval/Environmental Document for proposed improvements to the Monroe St / I-10 Interchange. 4th District. [\$1,838,017 -Total]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Engineering Services Agreement between the County of Riverside (County) and Michael Baker International, Inc., (Michael Baker) for the preparation of a Project Approval/Environmental Document for proposed improvements to the Monroe St / I-10 Interchange; and
2. Authorize the Chairman of the Board to execute the same.


ACTION: Policy


Patricia Romo, Director of Transportation 1/22/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: January 30, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 700,000	\$ 700,000	\$ 1,838,017	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Coachella Valley Association of Governments (CVAG) (75%), City of Indio (25%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 17/18 to 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Monroe Street Interchange is located on I-10 between Jefferson Street and Jackson Street in the City of Indio. The interchange is a major access point for existing residential and retail sites. Significant growth and development has taken place in the past 30 years and has resulted in traffic congestion at the interchange. The interchange was originally constructed in 1972. Immediate and long-term growth in the area will cause an increase in traffic volume throughout the City. Constructing improvements to the Monroe Street interchange and Whitewater River bridge will address existing deficiencies, remove the existing bottleneck, and accommodate future growth and development.

The City of Indio (City) in cooperation with the California Department of Transportation (Caltrans) and the Coachella Valley Association of Governments (CVAG) are proposing to construct a new interchange on Interstate 10 (I-10) at Monroe Street (Project) in replacement of the existing interchange. Interchange improvements will include the construction of new structures crossing I-10 and the Whitewater River and construction of associated on- and off-ramps. The project will also include pedestrian and golf cart facilities compatible with CV Link.

The County issued a Request for Proposals (RFP) in compliance with Caltrans Local Assistance Procedures Manual to select a consulting firm for two major interchange projects on the I-10 Corridor, at Monroe Street and Jackson Street, in the City of Indio. The RFP was also used to establish a pre-qualified list of consultants that could be engaged in the future for the development of environmental and engineering documents. Eight qualified firms submitted written proposals and the top six firms, based on the evaluation of the written proposals, were interviewed. The written proposals and interviews were evaluated by representatives from Caltrans, the City of Indio, and the County.

Michael Baker International, Inc., was one of the two highest ranked firms and the one selected to provide the necessary environmental and engineering services for the Monroe Street Interchange Project. All six of the short-listed firms demonstrated their ability to provide the necessary services and were placed on the prequalified list where they will remain eligible to receive work from the County for a period of five years.

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

The detailed scope, proposed schedule and negotiated fee for performing the preliminary engineering and environmental services for the project are provided in Appendices "A", "B" and "C" respectively of the subject agreement.

On January 9, 2018 (Agenda Item No. 3.28), the County Board of Supervisors approved the Amended and Restated Reimbursement Agreement Amendment to an Inter-Agency Cooperative Agreement between the Coachella Valley Association of Governments (CVAG), City of Indio, and the County of Riverside for the Monroe St project. This amendment delegated the County as lead Agency for this project and provided the funding for the project.

On January 9, 2018 (Agenda Item No. 3.29), the County Board of Supervisors approved an Inter-Agency Cooperative Agreement between Caltrans and the County of Riverside establishing the terms, conditions and responsibilities for implementing the project improvements within Caltrans right-of-way.

Monroe Street / I-10 Interchange Project Number: C7-0048

Impact on Residents and Businesses

The proposed improvements will improve safety and enhance operational efficiency for local, regional, and interregional traveling motorists. The project will also incorporate a pedestrian, bicycle, and Neighborhood Electric Vehicle (NEV) connection with the Coachella Valley (CV) Link project along the Whitewater River. The mixed-use path is designed to encourage alternative forms of transportation and recreation.

SUPPLEMENTAL:

Additional Fiscal Information

The consultant's proposed fee for preliminary engineering and environmental documentation is \$1,670,924. The contract is not to exceed \$1,838,017 and includes a 10% contingency to be used only with prior written approval from the Director of Transportation. Funding will be provided by CVAG, \$1,378,513 (75%), and the local share provided by the City, \$459,504 (25%). The County will invoice CVAG for 100% of the project cost. No County funds will be used for this contract. The work under this agreement is required to be completed within four years of approval of the funding agreement.

The estimated cost breakdown by fiscal year is:

• FY 17/18	\$ 700,000
• FY 18/19	\$ 700,000
• FY 19/20	\$ 270,924
• <u>Contingency</u>	<u>\$ 167,093</u>
Total Budget:	\$1,838,017

Contract History and Price Reasonableness

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

The consultant's negotiated fee of \$1,670,924, excluding contingency, proposed for this contract is comparable to work performed on similar projects.

ATTACHMENTS:

Monroe St Consultant Services Agreement
Monroe Vicinity Map



Kristine Bell-Valdez 1/23/2018

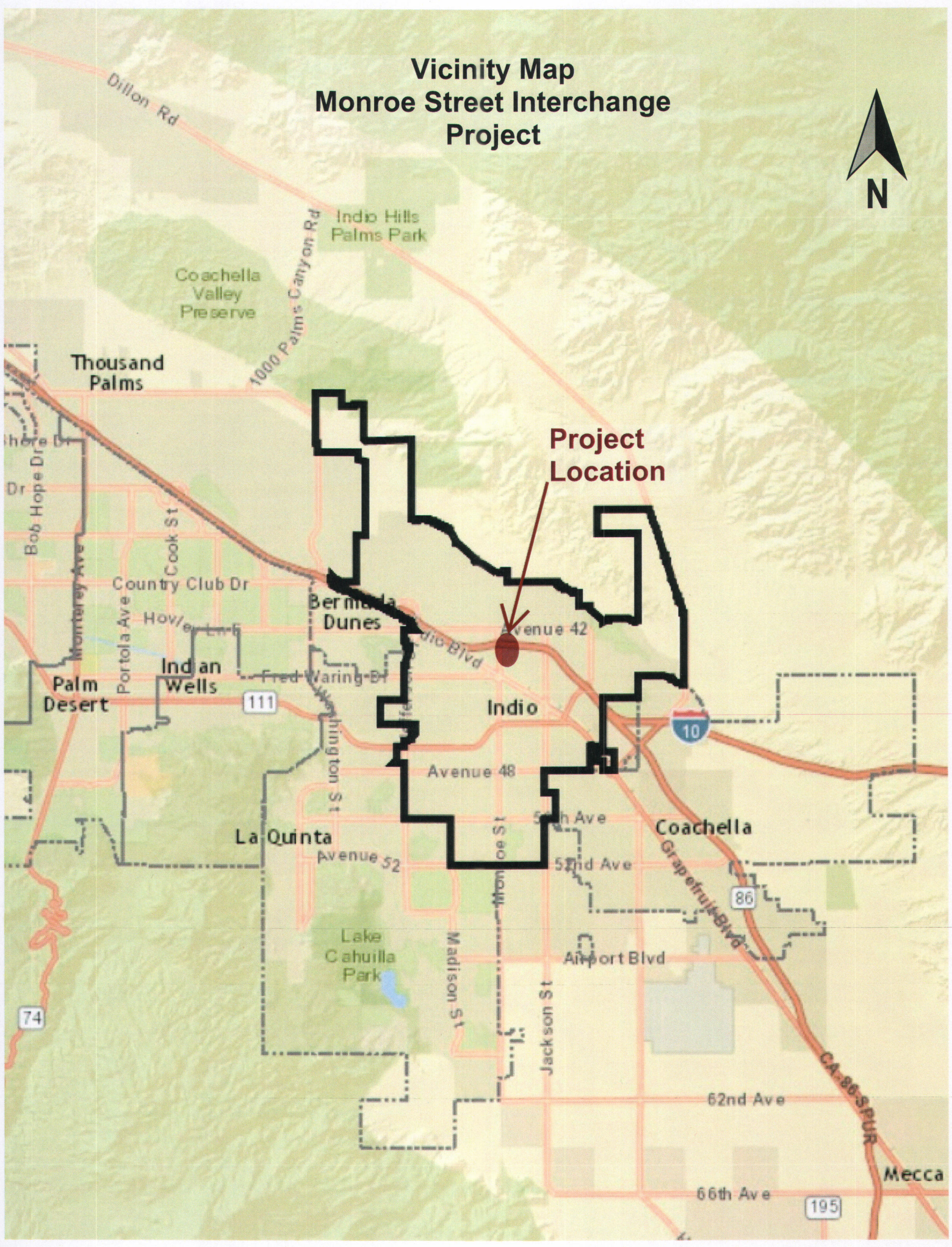


Cynthia M. Guarel, Supervising Deputy County Counsel 1/23/2018



Scott Bruckner 1/23/2018

Vicinity Map Monroe Street Interchange Project



**Project
Location**

Indio

Coachella

Mecca

Dillon Rd

1000 Palms Canyon Rd

Indio Hills Palms Park

Coachella Valley Preserve

Thousand Palms

Bermuda Dunes

Palm Desert

Indian Wells

La Quinta

Lake Cahuilla Park

Airport Blvd

62nd Ave

66th Ave

195

74

111

10

86

Bob Hope Dr

Country Club Dr

Hovle

Monterey Ave

Portola Ave

Fred Waring Dr

Washington St

Avenue 48

5th Ave

Avenue 52

Madison St

Jackson St

Grapefruit Blvd

CA-86-SPUR

Contract No. _____
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

Monroe Street Interchange

between

County of Riverside • Transportation Department

and

Michael Baker International, Inc.



JAN 30 2018

3.17

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and MICHAEL BAKER INTERNATIONAL INC., hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	MICHAEL BAKER INTERNATIONAL INC.
4080 Lemon Street, 8 th Floor	3536 Concourse, Suite 100
Riverside, CA 92502	Ontario, CA 91764

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

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

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Rebecca M. Young, PE

The COUNTY PROJECT MANAGER for COUNTY shall be:

John Ashlock, PE

ARTICLE II • PROJECT DEFINITION

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

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

Federal Highway Administration

CALTRANS



- 1 City of Indio
- 2 Coachella Valley Water District
- 3 Coachella Valley Association of Governments
- 4 Union Pacific Railroad
- 5 Regional Water Quality Control Board
- 6 U.S. Fish & Wildlife Services
- 7 Army Corps of Engineers
- 8 Coachella Valley Water District
- 9 Utility Companies
- 10 Coachella Valley Conservation Commission

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 and/or
13 funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for minor
14 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 accordingly.
27 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
28 such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to
29 any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve

1 ENGINEER of its professional responsibilities or obligations under this contract.

- 2 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
3 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
4 organized, technically and grammatically correct, checked, and having the preparer and checker
5 identified. The minimum standard of appearance, organization and contents shall be of similar types
6 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
7 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
8 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on
9 PROJECT.
- 10 5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
11 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
12 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 13 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
14 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
15 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
16 products if used on a different project without the written authorization or approval by ENGINEER.
- 17 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
18 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
19 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
20 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 21 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
22 in an independent capacity and not as officers, employees or agents of COUNTY.

23 **G. Indemnification and Defense**

- 24 1. To the fullest extent permitted by applicable law, ENGINEER agrees to and shall indemnify, defend and
25 hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their
26 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,
27 volunteers and representatives (hereinafter individually and collectively referred to as "Indemnitees")
28 from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused
29 by any alleged or actual negligence, recklessness, or willful misconduct of ENGINEER, its directors,

1 officers, partners, employees, agents, subconsultants or representatives or any person or organization
2 for whom ENGINEER is responsible, arising out of or from the performance of services under this
3 Agreement.

- 4 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
5 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
6 to indemnify for the specific act adjudged by the findings of a court of competent jurisdiction to be
7 negligence of the Indemnitees, and will not preclude a duty to indemnify for any negligence, recklessness,
8 or willful misconduct of ENGINEER.
- 9 3. To the fullest extent permitted by applicable law, ENGINEER shall defend and pay, at its sole expense, all
10 costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss,
11 suits, claims, demands, actions, or proceedings based or alleged to be based on any negligence,
12 recklessness, or willful misconduct of ENGINEER arising out of or from the performance of services under
13 this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful
14 misconduct of ENGINEER. The duty to defend shall apply whether or not ENGINEER is a party to the
15 lawsuit, and shall apply whether or not ENGINEER is directly liable to the plaintiffs in the lawsuit. The
16 duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the
17 negligent act, error or omission at issue was caused by the sole active negligence of Indemnitees.
- 18 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or
19 circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party
20 claims.
- 21 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
22 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
23 Code sections 2782 and 2782.8.H. Quality Control
- 24 ENGINEER shall implement and maintain the following quality control procedures during the preparation
25 of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect
26 during the entire time services are being performed under this contract. The plan shall establish a
27 process whereby calculations are independently checked, plans checked, corrected and back-checked,
28 and all job related correspondence and memoranda routed and received by affected persons and then
29 bound in appropriate job files. Where several drawings show different work in the same area, means

1 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence
2 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All
3 plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for
4 review shall be marked clearly as being fully checked and that the preparation of the material followed the
5 quality control plan established for the work.

6 **I. Value Engineering**

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

17 **J. Extra Work**

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

26 **K. Disputes**

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

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

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

15 **L. Termination Without Cause**

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

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

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

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

4 **N. Insurance**

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

11 1. Workers' Compensation:

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

17 2. Commercial General Liability:

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

25 3. Vehicle Liability:

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

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

2 4. Professional Liability

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

12 5. General Insurance Provisions - All lines:

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

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

25 c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with
26 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
27 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
28 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
29 and all attachments thereto, showing such insurance is in full force and effect. Further, said

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

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

29 **O. Conflict of Interest**

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

11 **P. Legal Compliance**

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

16 **Q. Nondiscrimination**

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

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

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

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

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

13 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
14 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

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

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

S. Review and Inspection

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

T. Record Retention / Audits

1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review, it is ENGINEER's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be

1 adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review
2 recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be
3 incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by
4 ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local
5 governments have access to CPA workpapers, will be considered a breach of contract terms and cause
6 for termination of the contract and disallowance of prior reimbursed costs.

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

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

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

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

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

23 1. ENGINEER certifies to the best of his or her knowledge and belief that:
24 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
25 ENGINEER to any person for influencing or attempting to influence an officer or employee of any
26 state or federal agency; a Member of the State Legislature or United States Congress; an officer or
27 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
28 Congress, in connection with the awarding of any state or federal contract; the making of any state or
29 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,

1 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
2 grant, loan, or cooperative agreement.

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

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

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

17 **W. Ownership of Data**

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

21 **X. Confidentiality of Data**

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

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

28 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including
29 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,

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

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

8 **Y. Funding Requirements**

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

17 **ARTICLE V • PERFORMANCE**

18 **A. Performance Period**

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

1 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
2 as stipulated in this contract.

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

4 **B. Time Extensions**

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

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

13 **C. Reporting Progress**

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

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

24 **D. Evaluation of ENGINEER**

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

26 **ARTICLE VI • COMPENSATION**

27 **A. Work Authorization**

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

1 **B. Basis of Compensation**

2 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
3 compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by
4 reference. The total amount of the contract is not to exceed \$1,838,016.52 and reimbursement is to be
5 made at actual cost plus fixed fee for the following contractors:

6	• Michael Baker International, Inc.	\$ 902,813.47
7	• Applied Earthworks, Inc.	\$ 30,785.53
8	• Converse Consultants	\$ 71,517.12
9	• Fehr & Peers	\$ 68,640.92
10	• Overland Pacific & Cutler, Inc.	\$ 6,731.12
11	• Parsons Transportation Group, Inc.	\$ 319,688.51
12	• POWER Engineers	\$ 228,011.12
13	• Value Management Strategies, Inc.	\$ 42,736.31
14	• Contingency (10%)	\$167,092.41

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

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

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

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

28 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
29 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: 1/16/18

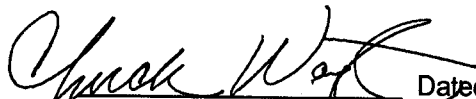
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

 Dated: 1/23/18
~~Marsha L. Victor,~~

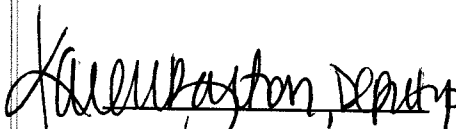
Chief Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

 Dated: JAN 30 2018

Chuck Washington
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: JAN 30 2018

KECIA HARPER-IHEM
Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 10/16/2017

Darin Jonsson
PRINTED NAME
Vice President
TITLE

ENGINEER:

 Dated: 10/16/2017

Gary Warkentin
PRINTED NAME
Vice President
TITLE

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APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

This PROJECT will reconstruct the existing interchange at Monroe Street and Interstate 10. The proposed improvements will increase the capacity of the general area in order to reduce local street congestion and accommodate projected growth in the area. Michael Baker International (ENGINEER) shall perform professional and technical services to provide support to the COUNTY required to prepare the Environmental Document, the Project Report, and, if the COUNTY chooses to do so at a later date, the Plans, Specifications and Estimates (PS&E) necessary to complete construction.

B. LOCATION

This PROJECT is located on Interstate 10 at Monroe Street between Jefferson Street and Jackson Street in the City of Indio.

C. COORDINATION

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

- | | |
|-----------------------------------|--|
| • Caltrans | • California Dept. of Fish and Wildlife |
| • Federal Highway Administration | • Regional Water Quality Control Board |
| • U.S. Fish & Wildlife Service | • Utility Companies |
| • Army Corps of Engineers | • Coachella Valley Conservation Commission |
| • Coachella Valley Water District | • City of Indio |
| • County of Riverside | |

CALTRANS will exercise review and approval function through the COUNTY PROJECT MANAGER at key points in the development process. All contacts with CALTRANS will be directed through COUNTY. Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein. The COUNTY PROJECT MANAGER will conduct these reviews, in addition to the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by ENGINEER with approval of COUNTY.

D. PHASES

The services performed by ENGINEER will be accomplished in Four Phases:

- Phase I • Preliminary Engineering & Environmental

1 Phase II • Plans, Specifications and Estimates

2 Phase III • Bid Support

3 Phase IV • Construction Support

4 Phase I will proceed upon written notice to proceed. Phase II will not proceed until authorized in writing by
5 COUNTY. Phase III & IV will be provided as directed by COUNTY.

6 **E. STANDARDS**

7 The project report, environmental document, plans specifications and estimates shall be prepared in
8 accordance with CALTRANS regulations, policies, procedures, manuals and standards including
9 compliance with Federal Highway Administration (FHWA) requirements. Improvements of local roads may
10 be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by
11 COUNTY. All documents shall be prepared using English standards and dimensions.

12 **1. Environmental**

13 The procedures to be followed and the content of the environmental surveys, environmental technical
14 reports, and environmental documents are set forth in CALTRANS "Project Development Procedures
15 Manual", CALTRANS "Environmental Handbooks", CALTRANS Transportation Laboratory technical
16 manuals for environmental studies, CALTRANS Standard Environmental Reference (SER), and
17 FHWA's "Technical Advisory T6640.8A". Federal and state requirements for environmental analysis
18 and impact assessment, as set forth in the National Environmental Policy Act, the California
19 Environmental Quality Act and other applicable federal and state regulations, must be satisfied.

20 **2. Survey**

21 All surveys (including aerial topography and corresponding CALTRANS submittals) shall be
22 performed by COUNTY in accordance with the current Department of Transportation (CALTRANS)
23 "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance
24 with accepted professional surveying standards as approved by CALTRANS.

25 **3. Design**

26 Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and
27 its revisions. Basic design shall be in accordance with the approved Project Report and final
28 environmental document with supplements and updates.

29 **4. PS&E**

Plans and specifications shall be prepared in conformance with the current editions of the CALTRANS Guide for Submittal of Plans, Specifications and Estimates, Standard Plans, Standard Specifications and Standard Special Provisions.

5. Geotechnical Design Report

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

6. Project Files

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

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

F. KEY PERSONNEL

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

Project Manager	Rebecca Young
Environmental Lead	Court Morgan
Engineering Lead	Paul Mittica
Traffic Lead	Jason Pack

ARTICLE AII • PROJECT ADMINISTRATION

TASK 1.0 PROJECT MANAGEMENT

1.1 PROJECT ADMINISTRATION AND CONTROL

ENGINEER will be responsible for overall project management, liaison with the COUNTY and other affected agencies, and progress monitoring and maintenance of PROJECT files. ENGINEER will supervise, coordinate, monitor and review PROJECT for conformance with COUNTY and CALTRANS standards, policies and procedures.

The ENGINEERING PROJECT MANAGER will maintain ongoing liaison with the COUNTY PROJECT MANAGER, AGENCIES contacts and utility companies to promote effective coordination during the course of project development.

1 Progress meetings with ENGINEER's staff, subconsultants and the COUNTY PROJECT MANAGER will
2 be held regularly.

3 ENGINEER will develop an Action Item Log. The log will be maintained on a weekly basis and distributed
4 electronically or at meetings as necessary.

5 ENGINEER will maintain project documents in accordance with the CALTRANS Project Development
6 Uniform Filing System (UFS). At completion of PA/ED, a CD/DVD will be provided to CALTRANS and
7 COUNTY containing all project files organized with the UFS.

8 **Deliverables:**

- 9 • Action Item Log
- 10 • CD/DVD containing all project files in UFS format

11 **1.2 PROJECT MEETINGS**

12 Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER, the California
13 Department of Transportation (CALTRANS) Project Manager and other representatives from affected
14 agencies will be held at least once a month. ENGINEER will prepare and electronically distribute agendas
15 at least two (2) working days prior to each meeting. COUNTY will lead these meetings with support from
16 ENGINEER. ENGINEER will prepare draft meeting minutes one (1) day following the PDT meeting, and
17 final meeting minutes will be electronically distribute to the appropriate parties within five (5) working days
18 after the meetings. ENGINEER will provide hardcopies of meeting agendas, the prior meeting's minutes,
19 deliverables log, action items log, and Sixty (60)-day look ahead schedule at each PDT meeting. A total of
20 24 PDT meetings will be attended by three (3) ENGINEER's team staff, including the Environmental team
21 leader and/or subconsultants as appropriate.

22 Individual focused meetings will be held with various agencies and stakeholders involved in the project.
23 These may include State and/or Federal Resource agencies, FHWA, Flood Control and Water
24 Conservation Districts, utility companies, City of Indio and others identified in C. COORDINATION.
25 ENGINEER will prepare and electronically distribute agendas at least two working days prior to each
26 stakeholder and other coordination meeting. ENGINEER will schedule these meetings as required and
27 prepare meeting minutes and electronically distribute them within five (5) working days after each meeting
28 in which it attends. A total of ten (10) individual focused meetings are anticipated to be attended by up to
29 two (2) ENGINEER's team staff.

Deliverables:

- Twenty-four (24) Monthly PDT Meetings and Meeting Agendas/Minutes,
- Deliverables Log
- Ten (10) Stakeholder/Focused Coordination Meetings and Meeting Agendas/Minutes

1.3 BUDGETING

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

1.4 COST ACCOUNTING AND PROJECT REPORTING

The ENGINEER will prepare monthly reports of expenditures for the PROJECT by task and milestone. Expenditures include direct labor costs, other direct costs and Subconsultant costs. These reports will be included as supporting data for invoices presented to the COUNTY every month. Progress reports shall be prepared in accordance with COUNTY guidelines. Reports will be required monthly and shall be accompanied by an invoice.

Deliverables:

- Twenty-four (24) Progress Reports prepared in COUNTY Guidelines including monthly PROJECT expenditures and invoices.

1.5 SCHEDULING

Within one (1) month from the Notice to Proceed (NTP), the ENGINEER will provide a detailed project schedule, which indicates milestones, major activities and deliverables, to the COUNTY for review and comments. This schedule will reflect assumed review times necessary by all of the agencies involved. Review of the schedule will occur at subsequent PDT meetings to obtain concurrence of the baseline project schedule. Adjustments will be made, if necessary, due to changing circumstances.

ENGINEER will continue to monitor and track all tasks and update the project schedule accordingly.

ENGINEER will prepare a 60-day outlook summary schedule for the monthly PDT meetings.

Deliverables:

- Baseline Project Schedule
- Twenty-four (24) Monthly Sixty (60)-day Look Ahead Schedules for Monthly PDT Meetings

1.6 RISK MANAGEMENT

1 ENGINEER will update the Risk Register prepared for the PSR-PDS in accordance with Caltrans Project
2 Risk Management Handbook: A Scalable Approach. The project is identified as a Level 2 scalability level
3 and requires a Risk Register with qualitative analysis. A risk assessment for the process and potential
4 impacts to the overall project needs to be completed to identify the risk, define the probability, classify and
5 quantify the risks, identify who or what the risk will impact, and identify the ownership of the risk.
6 ENGINEER will refer to the Project Risk Management Handbook and use the Risk Register template in
7 completing the risk register. ENGINEER shall coordinate with the COUNTY and project team members to
8 jointly develop a Risk Register that enables them to identify, assess, quantify, prepare a response to,
9 monitor, and control capital project risks with the Risk Register. A Risk Management Workshop will be held
10 at the COUNTY or at CALTRANS. The purpose of the Risk Management Workshop is for the Risk
11 Management Team (comprised of members of the PDT) to evaluate and discuss the risks identified, identify
12 additional risks, provide consensus on the scores for each risk and confirm ownership of each risk. As
13 identified in the Project Risk Management Handbook, "managing risks in a workshop environment will
14 ensure that all members of the team understand the risks and their potential impact on their functional
15 areas." ENGINEER will review the Risk Register on a quarterly, or as needed basis at PDT Meetings. A
16 Risk Management Plan is not required and excluded from this Scope of Work

17 **Deliverables:**

- 18 • Risk Management Workshop
- 19 • Risk Register
- 20 • Review and Update Risk Register on a quarterly, or as needed basis

21 **1.7 QUALITY CONTROL PLAN**

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

25 ENGINEER will maintain and implement the QCP which will identify the quality control and quality
26 assurance procedures to be implemented by the team during the preparation of all deliverables and other
27 pertinent documents relating to the PA/ED phase of the project. ENGINEER will have the QMP in effect
28 during the entire time services are being performed in performance of the contract. The QMP will identify
29 the processes and procedures to be followed whereby calculations are independently checked, documents

1 and reports are checked, corrected and back-checked, and all job related correspondence and memoranda
 2 routed and received by affected persons and then bound in appropriate job files. All calculations,
 3 documents and other items submitted to project stakeholders for review, will be marked clearly as being
 4 fully checked and that the preparation of the material followed the processes and procedures established
 5 for the work as identified in the QCP.

6 **Deliverables:**

- 7 • Quality Management Plan
- 8 • Implementation of Quality Management Plan

9
 10 **ARTICLE AIII • PLANNING AND PROJECT DEVELOPMENT**

11 **TASK 2.0 PERFORM PRELIMINARY ENGINEERING**

12 **2.1 RESEARCH AND DATA GATHERING**

13 ENGINEER will obtain and review existing topographic mapping, photos, bridge reports, maintenance
 14 reports, right-of-way maps, "as-build" plans, record maps and surveys, study reports, assessor maps,
 15 contract documents, accident data, and any other pertinent data will be obtained and reviewed.

16 ENGINEER shall perform field reconnaissance when necessary. Field reviews will be limited to publicly
 17 accessible proposed arterial intersection, freeway/highway interchange improvement locations and private
 18 property in accordance to executed right of entries.

19 **2.2 PROJECT DEVELOPMENT TEAM (PDT)**

20 A PDT shall include representatives from the COUNTY, RCTC, CALTRANS Division of Structures (DOS),
 21 Federal Highway Administration (FHWA), and City of Indio (CITY) and be established within fifteen (15)
 22 days after NTP.

23 A kick off meeting with the PDT will be held as soon as possible after NTP.

24 **Deliverables:**

- 25 • PDT Distribution List
- 26 • Re-occurring monthly PDT meeting calendar appointment
- 27 • PDT kick off meeting and meeting minutes

28 **2.3 PERMITS AND RIGHTS OF ENTRY**

29 Following the receipt of the NTP, the ENGINEER will submit an Encroachment Permit application to the

COUNTY to be forwarded to CALTRANS to allow field staff to conduct environmental site visits and geotechnical samplings and surveys within the freeway right-of-way. Concurrently, the ENGINEER will submit an encroachment permit application to the City of Indio to perform environmental site visits and geotechnical samplings and surveys within the CITY's public right-of-way.

It is assumed that a Coachella Valley Water District encroachment permit is not required for PAVED, and excluded from this scope of work.

Additionally, the ENGINEER will identify additional locations outside the freeway right-of-way where it will be necessary to obtain specific rights-of-entry from affected property owners. The listing of the candidate locations will be furnished to the COUNTY. The COUNTY will be informed if their support is required to obtain rights-of-entry. Right-of-Entries forms will be mailed on COUNTY letterhead. The requested Right of Entries will be for a duration of twelve (12) months. It is assumed that extension requests will not be required. ENGINEER will obtain right of entries for fifteen (15) affected parcels for I-10/Monroe Street to support environmental and engineering studies. The following are the tasks involved:

- Creation of necessary Right of Entry documents and securing approval as to form from Project Development Team.
- Support the COUNTY to contact and negotiate with private property owners and securing execution of required agreements.
- Provision of regular status updates to any relevant parties part of the Project Development Team.
- If necessary, facilitation of any payments from the COUNTY to private property owners via mail.
- Reasonable assistance to project survey team with special owner requests and access concerns.

Deliverables:

- Executed CALTRANS Encroachment Permit
- Executed CITY Encroachment Permit
- Executed Rights-of-Entry for fifteen (15) parcels

2.4 TRAFFIC ANALYSIS

Study Area

The following study locations will be included in the PAVED analysis:

Intersections

Monroe Interchange:

- 1 • Monroe Street / Avenue 42
- 2 • Monroe Street / Street A (Originally Showcase Parkway)
- 3 • Monroe Street / I-10 Westbound Ramps
- 4 • Monroe Street / I-10 Eastbound Ramps
- 5 • Monroe Street / Oleander Avenue
- 6 • Monroe Street / Avenue 44
- 7 • Jackson Street / I-10 Westbound Ramps
- 8 • Jackson Street / I-10 Eastbound Ramps
- 9 • Jefferson Street / I-10 Westbound Ramps
- 10 • Jefferson Street / I-10 Eastbound Ramps

11 In addition to the study intersections noted above, counts will be collected at the Union 76 gas station
12 driveways, Mobile gas station driveways, the self storage driveway, Dollar General driveway, Universal
13 Brakes driveway, and the driveway at Mercado de Monroe shopping center. Although these driveways will
14 not be reported in the technical report, they will be included in the analysis to ensure that they are accounted
15 for in the operations assessment.

16 *Freeway*

17 Westbound Direction

- 18 • I-10 Merge from Golf Center Parkway
- 19 • I-10 Mainline between Golf Center Parkway and Jackson Street
- 20 • I-10 Diverge to Jackson Street
- 21 • I-10 Merge from Jackson Street
- 22 • I-10 Mainline between Jackson Street and Monroe Street
- 23 • I-10 Diverge to Monroe Street
- 24 • I-10 Merge from Monroe Street
- 25 • I-10 Mainline between Monroe Street and Jefferson Street
- 26 • I-10 Diverge to Jefferson Street

27 Eastbound Direction

- 28 • I-10 Merge from Jefferson Street
- 29 • I-10 Mainline between Jefferson Street and Monroe Street

- 1 • I-10 Diverge to Monroe Street
- 2 • I-10 Merge from Monroe Street
- 3 • I-10 Mainline between Monroe Street and Jackson Street
- 4 • I-10 Diverge to Jackson Street
- 5 • I-10 Merge from Jackson Street
- 6 • I-10 Mainline between Jackson Street and Golf Center Parkway
- 7 • I-10 Diverge to Golf Center Parkway

8 **Data Collection**

9 ENGINEER will collect AM (6:00 AM – 9:00 AM) and PM (3:00 PM – 6:00 PM) peak period turning
10 movement counts at all study intersections plus the driveways noted above. ENGINEER will obtain new
11 mainline counts on I-10 during both AM and PM peak hours and on a daily basis using PeMS data or other
12 CALTRANS data source. ENGINEER will also collect a vehicle classification count on the freeway
13 overcrossing in the area to obtain vehicle fleet mix information. The vehicle classification for I-10 will be
14 obtained from CALTRANS' truck count database.

15 Please note that traffic counts are usually collected in the Coachella Valley region during the winter months
16 when population increases and traffic volumes can increase by as much as 20%. ENGINEER proposes to
17 collect the counts in December or January to account for the winter season traffic patterns.

18 ENGINEER will collect existing traffic signal timings for study intersections from CALTRANS and the CITY.
19 ENGINEER will conduct site reconnaissance of the project location and surrounding roadway network to
20 verify existing intersection control, lane configurations, traffic signal timings, and other roadway
21 characteristics. ENGINEER will observe peak hour traffic operations and vehicle queue lengths to help
22 calibrate/ validate the traffic operations models.

23 ENGINEER will prepare a collision summary based on CALTRANS TASAS data for the most recent
24 available three-year period for I-10 in the study area.

25 Analysis Scenario

26 This scope assumes that a No Build and two (2) Build Alternatives will be evaluated for each interchange
27 in the PA/ED. The analysis scenario during the PA/ED stage includes:

- 28 • Existing Conditions
- 29 • Opening Year (2025) Conditions – No Build Alternative

- 1 • Opening Year (2025) Conditions – Build Alternative (up to two build alternatives)
- 2 • Design Year (2045) Conditions – No Build Alternative
- 3 • Design Year (2045) Conditions – Build Alternative (up to two build alternatives)

4 ***Traffic Analysis Assumptions and Methodologies***

5 ENGINEER will prepare a Draft Traffic Analysis Assumptions and Methodologies Memorandum and submit
6 to CALTRANS for one round review at the beginning of the PA/ED phase. The memorandum will contain
7 a list of assumptions and recommended methodologies to use for traffic forecasting and operations
8 analysis. ENGINEER will respond to one round of written comments from CALTRANS and prepare the
9 Final Memorandum.

10 ***Traffic Forecasting Model Development***

11 ENGINEER will discuss with the project team to apply the appropriate travel demand forecasting (TDF)
12 models to develop Year 2045 AM and PM peak hour traffic forecasts. The land use and roadway
13 improvements assumptions contained in the TDF model will be reviewed prior to developing the traffic
14 forecasts. Forecasts will be prepared for the I-10 mainline and ramps and the study intersections.

15 Year 2045 peak hour traffic forecasts will be developed for the No Build and two Build Alternatives for both
16 interchanges. Year 2025 forecasts will be estimated through linear interpolation between existing counts
17 and Year 2045 forecasts.

18 ENGINEER will submit a Draft Traffic Forecasting Report to CALTRANS for two rounds of review and
19 written comments. ENGINEER will respond to one round of written comments and prepare a Final Traffic
20 Forecasting Report. Once approved, ENGINEER will proceed with the technical evaluation of the
21 PROJECT.

22 This scope of work assumes minimal modifications to the selected travel demand model and anticipate that
23 either the RIVTAM model, SCAG model, or the CVAG TPPS/RACE/TUMF model will be used to develop
24 travel forecasts. If an alternative model is more appropriate than those noted above, it is assumed that
25 those models will be provided to ENGINEER for use in this forecasting effort.

26 In addition to traffic forecasts, the selected Model will be used to determine the regional implications of the
27 project by examining additional measures of effectiveness (MOEs) such as vehicle miles of travel (VMT)
28 and vehicle hours of traveled (VHT) with and without the Project per PA/ED requirements. The VMT and
29 VHT will be estimated for existing, opening year, and design year conditions. Requirements for SR 743 are

1 assumed to not be included in this scope of work.

2 ***Early Alternative Screening***

3 After the initial forecasts have been developed, ENGINEER will conduct an early screening assessment of
4 alternatives. The goal of this exercise is to work collaboratively with the designers to identify the suite of
5 interchange alternatives that could be considered. This scope assumes the interchange will be evaluated
6 at a macro level; evaluating the ramp terminal intersections in Synchro and identifying potential
7 configurations that would meet the purpose and need for the PROJECT. This screening assumes up to
8 three interchange alternatives to be evaluated in Synchro to determine the likelihood of these alternatives
9 providing acceptable operations. Additionally, ENGINEER will identify the appropriate treatments to best
10 accommodate bicycles and pedestrians under each alternative and will qualitatively evaluate how each
11 treatment serves those modes.

12 The result of the alternative screening assessment will be a matrix identifying how well each alternative
13 meets criteria developed. It is assumed that one (1) PDT meeting will be dedicated to discussing the
14 screening process that will narrow the ultimate alternatives that should be carried forward into the traffic
15 operations analysis.

16 ***Traffic Operations Analysis***

17 ENGINEER will analyze the study intersections under AM and PM peak hour conditions using the VISSIM
18 software, consistent with what was identified in the PSR-PDS. The VISSIM simulation analysis will model
19 the effects of vehicle queues on intersection capacity more accurately than the macroscopic equations
20 provided by the Highway Capacity Manual (HCM). Peak hour factors will be based on the traffic counts.
21 Peak hour delay and level of service will be calculated for each intersection consistent with HCM analysis
22 procedures. The traffic simulation results will be based on a statistically valid set of multiple runs using
23 different random value seeds. The micro-simulation model will also be used to determine intersection
24 queuing and delay where appropriate. The freeway analysis will be conducted using HCM 6th Edition
25 methodologies for mainline, ramp junction, and weaving segment analysis. Traffic operations analysis will
26 be conducted under existing, opening year, and design year conditions for the analysis scenarios identified
27 above.

28 A qualitative assessment of pedestrian, bicycle, and transit facilities will also be performed as part of the
29 PA/ED phase of the project to determine if either of the proposed build alternatives hinder or eliminate

1 existing or proposed bikeways, result in unsafe conditions for bicyclists or pedestrians, or cause a
2 substantial delay in service. An assessment of how each build alternative would influence safety within the
3 study area will also be performed. In addition, pedestrian delay impacts from signal timing will be assessed
4 for future year conditions.

5 ***Develop Draft and Final TOAR***

6 ENGINEER will prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and
7 findings. ENGINEER will prepare a Draft TOAR to submit to CALTRANS and other PDT members for two
8 rounds of review and comments. ENGINEER will submit the Final TOAR in both hard copy and electronic
9 format.

10 ***Step 1 and Step 2 Intersection Control Evaluation (ICE)***

11 ENGINEER will evaluate the project in accordance with CALTRANS Traffic Operations Policy Directive 13-
12 02: Intersection Control Evaluation. ENGINEER will provide the appropriate Step 1 ICE information upon
13 completion of the approved traffic forecasting efforts.

14 Once the Step 1 ICE assessment has been approved by CALTRANS, ENGINEER will complete a Step 2
15 ICE assessment for any traffic control that is not screened out as part of the Step 1 ICE assessment.
16 ENGINEER will prepare a Step 2 ICE assessment and submit to CALTRANS for review.

17 **Deliverables:**

- 18 • Traffic Counts
- 19 • Traffic Analysis Assumptions and Methodologies Memorandum
- 20 • Traffic Forecasting Report
- 21 • Alternative Screening Matrix
- 22 • Traffic Operations Report
- 23 • Step 2 ICE Assessment

24 **2.5 VALUE ANALYSIS**

25 The Value Engineering (VE) Study is to follow the activities as defined by the Society of American Value
26 Engineers (SAVE) International. The list of VE Study participants will be developed by the ENGINEER and
27 COUNTY. Anticipated participants include representatives from COUNTY, ENGINEER, City of Indio,
28 Project Development Team staff and key outside project stakeholders. The VE study will be attended by
29 two (2) ENGINEER's team staff.

1 The VE study will be five (5) days. A pre-study meeting will be scheduled no later than the week prior to the
2 start of the study. Once the Draft report has been reviewed the project stakeholders, and implementation
3 meeting will be conducted to resolve the disposition of the VE alternatives presented in the report.

4 **Deliverables:**

- 5 • Pre-study Meeting
- 6 • Value Engineering Study Agenda
- 7 • Value Engineering Distribution List
- 8 • Five (5) day Value Engineering study
- 9 • Implementation Meeting
- 10 • Value Engineering Report

11 **2.6 GEOMETRIC ALTERNATIVES ANALYSIS AND PROJECT FOOTPRINT**

12 ENGINEER will prepare preliminary interchange design for two (2) build alternatives, including proposed
13 lane configurations at ramp intersections, exit and entrance ramp designs, and truck turning templates at
14 intersections at the interchanges, as appropriate. The approximate location of, retaining walls, sound walls,
15 sidewalks, curb ramps, and line of cut/fill catch slopes will be developed for the two (2) build alternatives.

16 ENGINEER will prepare geometric exhibit of selected Build Alternatives at 1"=200' scale in 36"x 48" format
17 for presentations and meetings. The exhibits will be updated and refined based on project discussions.

18 ENGINEER will develop the following in support of and inclusion into the environmental technical studies:

- 19 • Concept plans for the alternatives to be analyzed in the environmental document at a scale of 1 inch
20 to 200 feet or larger (full-size hard copy and electronic file in Microstation [.dgn file extension]). The
21 plans should clearly show the limits of work, including construction access, staging, cut and fill lines
22 (Microstation), excess dirt disposal areas (including all areas to be disturbed by the project), BMPs,
23 permanent easements, and temporary construction easements (TCEs). Existing and proposed
24 state and city right-of-way lines (Microstation) will be clearly shown on the plans, including partial
25 and full parcel acquisitions (including parcel boundaries in Microstation) (with sq ft being taken from
26 each parcel) with corresponding assessor's parcel numbers (APNs). The plans will show the
27 roadway centerline, centerline station numbers and the locations of any retaining walls
28 (Microstation). The plans will show all affected structures. The data listed above is required for the
29 build alternatives to be evaluated.

- 1 • Shape file, GIS Geodatabase, or Microstation/CAD file (.dgn or .dwg) for the maximum footprint of
- 2 project disturbance. The footprint will distinguish between the direct impacts (areas of physical
- 3 disturbance such as from grading and excavation and including construction access and staging
- 4 areas) and the indirect impacts (areas for restriping and advance signage only).
- 5 • The footprints of proposed excavation areas including the depth of excavation (roadways, bridges,
- 6 drainage structures and other structures, walls, BMPs, utilities, etc.).
- 7 • List of businesses and residences affected by APN (for both alternatives to be evaluated) preferably
- 8 with the name of each business.
- 9 • Prior to submittal of the first draft technical studies to Caltrans for review: One set of 11 x 17 layout
- 10 sheets (Caltrans format) showing existing conditions and proposed improvements (for build
- 11 alternatives to be evaluated) for use in the technical studies.
- 12 • Amount of impervious surface area for both the existing condition and the post project condition
- 13 • Total disturbed surface area

14 **Deliverables:**

- 15 • Geometric development for two (2) build alternatives
- 16 • 36"x48" alternative exhibit of two (2) build alternatives for presentations and meetings

17 **2.7 STORM WATER DATA REPORT**

18 ENGINEER shall identify potential storm water quality impacts and develop options to avoid, reduce or
 19 minimize the potential for storm water quality impacts. ENGINEER shall ensure that the programmed
 20 project includes sufficient right-of-way and budget for required storm water controls and identify project-
 21 specific permanent and temporary Best Management Practices (BMPs) that may be required to mitigate
 22 impacts. Drainage areas and total disturbed area shall be defined, as shall climatic conditions, existing
 23 drainage site conditions, site permeability, soil texture, existing vegetation and groundwater.

24 ***Evaluation Documentation Form***

25 ENGINEER shall determine hydraulic conditions, disturbed soil areas, local pollution control requirements
 26 and total maximum daily loads (TMDLs) within the project vicinity.

27 ***Site Data and Storm Water Quality Design Issues***

28 ENGINEER shall define site data and storm water quality design issues in accordance with checklists
 29 SW-1, SW-2 and SW-3 from the CALTRANS Project Planning and Design Guide:

- 1 • Receiving water bodies/303(d) list/Pollutants of Concern Regional Water Quality Control Board
- 2 (RWQCB) special requirements/concerns
- 3 • Local agency requirements/concerns
- 4 • Project design considerations (climate, soil, topography, geology, groundwater, right of way
- 5 requirements, slope stabilization)
- 6 • Right-of-way BMP costs and funding
- 7 • Measures for avoiding or reducing potential storm water impacts

8 ***Hydromodification/Rapid Stability Assessment (RSA)***

9 ENGINEER will document findings of a Level 1 Rapid Stability Assessment.

10 ***Construction Cost Information***

11 ENGINEER shall prepare a summary of construction costs included in the Preliminary Construction Cost

12 Estimate Summary associated with storm water pollution prevention.

13 After review by the COUNTY and CALTRANS, ENGINEER shall incorporate all comments into a final

14 report.

15 ENGINEER will update the SWDR based on comments received during circulation of the DPR and in

16 accordance with the Project Planning and Design Guide. The approved SWDR will be included as an

17 attachment to the final Project Report.

18 **Deliverables:**

- 19 • Storm Water Data Report

20 **2.8 PRELIMINARY RIGHT OF WAY ENGINEERING**

21 ENGINEER will assess right-of-way impacts for two (2) build alternatives and prepare preliminary right of

22 way requirements maps. Right of way requirements may include the need for new right of way, permanent

23 easements, slope easement, and temporary construction easements. It is assumed that existing right of

24 way and centerline alignments will be provided by the COUNTY.

25 Right of Way Data Sheet will be prepared for two (2) build alternatives in accordance with Caltrans

26 standards and procedures, including Utility Information Sheets. ENGINEER'S Sub-consultant (Overland,

27 Pacific, and Cutler, Inc.) is an approved right of way engineer, will assist in evaluating and determining cost

28 estimates for the Right of Way Data Sheets.

29 ENGINEER will secure preliminary design plans, as well as a list of impacted parcels and the square

1 footages associated with each right of way impact. ENGINEER will use this information to evaluate and
2 analyze right of way impacts, direct and indirect. Additionally, ENGINEER will review findings with the
3 Project Development Team for consensus understanding of impacted properties prior to any cost estimate
4 preparation. Because of the early phase for which these estimates will be provided, a conservative
5 approach to potential impacts will be taken and ENGINEER will work with the design staff to identify
6 potential costly right of way impacts to avoid through alternative design methods.

7 Property values for these parcels will be estimated using traditionally accepted property valuation
8 techniques for full and partial acquisitions, as well as permanent and temporary easement interests. Once
9 a general understanding of market values is arrived at and applied to the subject properties, the cost study
10 will estimate the probable values of land and any impacted improvements, as well as associated damages
11 and cost-to-cure remediation costs, if applicable. ENGINEER will then work closely with the Project
12 Development Team, securing any pertinent information (i.e. utility information sheets) to complete the latest
13 Caltrans Right of Way Data Sheet according to the Caltrans Right of Way Manual and all applicable findings.
14 The Scope of Work necessary to complete the preliminary right of way cost estimate and corresponding
15 Caltrans Right of Way Data Sheet for each of the design alternatives, as required by the CALTRANS Right
16 of Way Manual, is as follows:

- 17 1. Take an inventory of the affected properties. Approximately fifteen (15) parcels are anticipated to be
18 impacted, consisting of commercial retail, gas station/automotive repairs, the Coachella Valley
19 Stormwater Channel, and vacant lands.
 - 20 2. Secure preliminary parcel information from online database sources and investigate current
21 ownerships. Utilizing this information and Assessor's Roll information, determine other valuation
22 considerations such as zoning, lot and building size, current usage, and other relevant factors.
 - 23 3. Visually inspect each property (aerial and street-level views based upon Google Earth and other
24 available internet resources) and note the effects of all proposed acquisitions.
 - 25 4. Sort each property into product types to determine the set of real estate data to be researched and
26 create valuation data sets for each product type.
 - 27 5. Review proposed project design right of way impacts with Project Design Team for consensus prior to
28 cost estimate preparation.
- 29

6. Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial acquisitions) damages to the remaining parcel, using created data sets from various real estate value databases.
 7. Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
 8. Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.
 9. Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
 10. Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation ENGINEERs, title/escrow, legal services, etc.).
 11. Prepare the latest Caltrans Right of Way Data Sheet according to the Caltrans Right of Way Manual. Upon completion of CALTRANS review of the Project Report, ENGINEER shall revise Right of Way Cost Estimate/Caltrans Data Sheets if necessary for up to two (2) reviews. It is generally assumed that reviews will not result in additional properties, types of acquisition, and will occur within six (6) months of initial submittal.
- Prior to proceeding with any revisions, ENGINEER shall develop a mutually agreed management strategy with the COUNTY that shall include an estimated schedule, scope, and budget for revision. It is assumed that up to eight (8) hours for the Right of Way Engineering Analyst position is required to provide as-needed updates.

Deliverables:

- Preliminary Right of Way Requirement Maps for two (2) build alternatives
- Right-of-way Data Sheets for two (2) build alternatives

2.9 PRELIMINARY DRAINAGE

Conceptual Drainage Report

ENGINEER will identify drainage impacts including the relocation or realignment of adjacent channels, storm drains, retention/detention/retarding basins, and determine the drainage improvements for on-site and off-site drainage facilities. This will be identified in coordination with Water Quality Best Management

1 Practices and is required for each build alternative. ENGINEER will conduct field reconnaissance of the
2 project to study the existing drainage facilities. Impacts on and replacement of these facilities will be
3 analyzed and included in the cost estimate. CALTRANS drainage will be reviewed to assess the adequacy
4 of the existing systems. CALTRANS and COUNTY drainage systems will be reviewed and the impacts of
5 the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements
6 including incorporation of Water Quality Best Management practices will be reflected in the cost estimates.
7 ENGINEER will coordinate with other agencies regarding their plans for drainage improvements affecting
8 the ENGINEER.

9 On-site hydrology will be performed to identify the approximate quantity and location of the drainage inlets.
10 Because final slopes and cross falls are not developed until the PS&E phase, the existing slope and cross-
11 fall will be used to estimate the likely location of the inlets. The time of concentration will be a minimum of
12 5-minutes per the June 26, 2006 update to the Highway Design Manual (changing the minimum Tc from
13 10 minutes to 5 minutes). NOAA Atlas 14 will be used to determine the design intensities.

14 ***Coachella Valley Stormwater Channel Scour and Hydraulics Analysis***

15 ENGINEER will perform scour and hydraulics analysis on the Coachella Valley Stormwater Channel.
16 Results of the analysis will be summarized in the Preliminary Hydraulics Report.

17 Discharge values for the Coachella Valley Stormwater Channel will be obtained from Coachella Valley
18 Water District (CVWD) and will not be updated for this project. Hydraulics for the Coachella Valley
19 Stormwater Channel will be based on an existing HEC-RAS model to be provided by CVWD. Cross
20 sections to reflect the proposed project will be added or edited. The Jackson Street bridge will be assumed
21 to be unchanged for this model to accurately reflect the potential impacts to the channel resulting from the
22 Monroe Street project alone.

23 Geotechnical investigation is not anticipated to be accomplished during PA/ED. The Monroe Street Bridge
24 over the channel will be evaluated for scour on a preliminary basis using adopted grain size parameters
25 from the CVWD report for the Whitewater River Stormwater Channel Bank Protection Project (Bechtel,
26 1995). Likewise, infiltration testing will be deferred to PS&E for any permanent treatment BMP sites.

27 Off-site hydrology for cross culverts and drainage features is not anticipated to be required by CALTRANS
28 for PA/ED. The off-site culverts will be evaluated for condition in accordance with CALTRANS guidelines,
29 and information regarding historic flooding will be researched with the CITY and CALTRANS to accurately

1 program the probable construction costs and considerations.

2 The PA/ED drainage plans will be prepared in plan view only, drainage profiles, drainage details, and
3 drainage quantities will not be prepared. The drainage plans will display the existing and proposed drainage
4 schematically with information to identify the existing pipe sizes and probable proposed pipe diameters and
5 inlet locations. Details of any special structure required in the conceptual drainage design will be provided.

6 **Deliverables:**

- 7 • Conceptual Drainage Report
- 8 • Preliminary Hydraulics Report

9 **2.10 UTILITY COORDINATION**

10 ENGINEER will establish communications with all utility companies and agencies known to have wet and
11 dry utilities in the vicinity. ENGINEER will obtain from the utility owners, the available as-built plans and
12 atlases for these existing facilities and proposed plans for any future changes to overhead and underground
13 lines in the area. The data including available horizontal and vertical dimensions will be used to prepare
14 22" x 34" (1"=100') base mapping of the existing and proposed wet and dry utilities within the project area.
15 ENGINEER will finalize the list of existing utilities and expected involvements with respect to the build
16 alternatives. ENGINEER will investigate the likely implications to the utility facilities as a result of the
17 proposed interchange improvements including possible utility relocation alternatives and their associated
18 timing and costs. ENGINEER will coordinate with the utility owners to confirm the impact to the utility facility
19 as a result of the proposed improvements. ENGINEER will determine the existing high and low risk
20 underground facilities per CALTRANS policy. ENGINEER will prepare the utility information sheet to be
21 included in the right of way data sheet. This will include the name of all utility companies involved, the types
22 of facilities and agreements required, determination of any existing or proposed longitudinal encroachment,
23 additional information regarding utility involvements, cost responsibility of project, and information on the
24 utility involvements. ENGINEER will update the project utility base mapping with any updated available
25 information. Utility cost estimate will be prepared for utility information sheet.

26 Potholing is not provided as part of the PA/ED scope.

27 **Deliverables:**

- 28 • Preliminary Utility Cost Estimate
- 29 • Utility Information Sheets

- Utility Matrix

2.11 PRELIMINARY GEOTECHNICAL INVESTIGATIONS AND EVALUATION

Preliminary Materials Report

ENGINEER will calculate the Traffic Index for Monroe Street, and the entrance and exit ramps with I-10. The Traffic Index calculations will be based upon the approved forecasts and the CALTRANS HDM. The approved Traffic Index numbers will be documented in the Preliminary Materials Report.

A Preliminary Materials Report (PMR) will be prepared in accordance with CALTRANS Test Methods to provide preliminary design and construction recommendations for embankments and pavement structural sections. The report will be prepared based on review of available existing report(s). No field investigation is planned.

Preliminary Geotechnical Report

The Preliminary Geotechnical Report (PGR) will be used for the Project Report and Environmental Documents. The scope of work will include the following tasks.

Task I: Existing Document Review

Review available geologic and geotechnical literature pertaining to the project site. Review published soil and geologic data in existing files and as available from appropriate public agencies. This will include a review of literature prepared by the California Geological Survey, the U.S. Geological Survey, County of Riverside, Caltrans, City of Indio, and other government agencies. An aerial photograph analysis will be performed to evaluate the site geomorphology, history of development, and presence of potential geologic hazards (i.e., fault lineaments, slope instability). Review As-Built data (As-Built LOTB, existing types of shallow or deep foundation, As-Built geotechnical, ultimate compressive, tensile, and lateral capacities of existing foundations, recommendations for the ultimate lateral passive resistance of soil locate behind abutments, construction records such as pile driving logs, pile load test reports, settlement monitoring data, groundwater monitoring notes, etc.)

Task II: Site Reconnaissance

ENGINEER will conduct a site reconnaissance to:

- Document the existing site condition, such as access to future field investigation location.
- Map the various surface elements within the project areas.

Task III: Seismic Hazard Assessment

1 The geologic/seismic hazard evaluation will be conducted for this project. This will include evaluations of
2 the potential for surface fault rupture, seismic-induced ground deformation or settlement related to
3 liquefaction, seismic compaction, lurching or lateral spreading.

4 *Task IV: Report*

5 The PGR will be prepared to document anticipated geotechnical conditions based on site reconnaissance
6 and available as-built plans.

7 **Structures Preliminary Geotechnical Report**

8 ENGINEER will update the Structures Preliminary Geotechnical Report (SPGR) as was drafted during the
9 PSR-PDS phase. The report will be updated with current project information.

10 **Deliverables:**

- 11 • TI Calculations
- 12 • Preliminary Materials Report
- 13 • Preliminary Geotechnical Report
- 14 • Structures Preliminary Geotechnical Report

15 **2.12 STRUCTURES ADVANCE PLANNING STUDIES**

16 Based upon the review of existing information and proposed project improvements ENGINEER will prepare
17 two Advance Planning Studies (APS); one for the Monroe Street Bridge over the Coachella Valley
18 Stormwater Channel and one for the Monroe Street Bridge over I-10. The APS deliverables will present the
19 most feasible structure type and cost considering the existing bridge constraints and project requirements.
20 Up to two build alternatives will be evaluated for each bridge. Bridge replacement alternatives will not be
21 included in the APS, however, a preliminary evaluation of a potential replacement option will occur. The
22 APS will investigate and determine the preliminary structure length, width and type, structure depth, railing
23 types, including temporary rails, types of footing supports, falsework, vertical and horizontal clearances,
24 location and slopes of cuts and fills, slope paving, approach slabs, and stage construction requirements.
25 ENGINEER will coordinate with the roadway engineer on roadway issues and the geotechnical engineer
26 for bridge foundations. The APS will consist of a general plan showing the basic bridge plan, elevation,
27 profile, typical section and estimated cost summary in accordance with guidelines set forth in Caltrans
28 Memo to Designers 1-8 and Caltrans Office of Special Funded Projects (OSFP) Information and Procedures
29 Guide 3-2. The APS will include a Design Memo summarizing all the critical assumptions of the design.

Deliverables:

- Advance Planning Studies for the Monroe Street Bridge over the Coachella Valley Stormwater Channel
- Advance Planning Studies for the Monroe Street Bridge over I-10

2.13 LIFE CYCLE COST ANALYSIS FOR PAVEMENT

ENGINEER will prepare a Life Cycle Cost Analysis. ENGINEER will utilize the current Life Cycle Cost Analysis Procedures Manual, Project Development Procedures Manual (PDPM) and the Highway Design Manual, (6th Edition) to prepare and document life cycle costs for pavement for review and approval by Caltrans. Four pavement alternatives will be analyzed for the project. A Methodology Memorandum will be prepared for preliminary concurrence by CALTRANS and will identify the project description, proposed project segments, proposed pavement alternatives, propose unit costs. Each alternative will be analyzed using RealCost software provided by Caltrans to determine the initial construction costs, project support costs, future maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle costs. The results of the approved LCCA will be incorporated into the development of the Materials Report.

Deliverables:

- Life Cycle Cost Analysis Methodology Memorandum
- Life-Cycle Cost Analysis Report

2.14 PRELIMINARY TRANSPORTATION MANAGEMENT PLAN

ENGINEER shall prepare a Preliminary Transportation Management Plan (TMP). The Preliminary TMP shall address development of a public awareness campaign, proper identification of detour routes and lane closures, scheduling of construction activities during off-peak hours, emergency access, development of traffic contingency plans and other factors related to traffic management during construction.

Deliverable:

- Preliminary TMP

2.15 GEOMETRIC APPROVAL DRAWINGS (GAD's)

ENGINEER will prepare geometric approval drawings (GAD) at a scale of 1" = 100' in accordance with Caltrans plan preparation criteria for GAD for the preferred build alternative for the I-10/Monroe Street Interchange. The GAD will include existing topographic and planimetric mapping, approximate right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections. ENGINEER will design

1 roadway geometry including horizontal and vertical geometry for ramps, connectors and cross streets,
2 including profile and superelevation diagrams. Conceptual grading utilizing 2:1 or 4:1 slopes will be
3 developed to establish preliminary right-of-way limits. Typical cross sections will be prepared to illustrate
4 lane and shoulders in the lane configurations and other basic cross sectional data.

5 GAD will be prepared according to Caltrans District 8 GAD guidelines with the intent of establishing an
6 approved scope relative to geometric project features and the ability to move directly to the basemaps
7 required for PS&E. This effort provides equivalent detail to 30% PS&E requirements for Cross Sections,
8 Layouts, Profiles, and Superelevation Diagrams. Additional detail will be provided indicating pavement
9 delineation, truck turning radii, traffic volumes, and corner sight distance exhibits. Approval will be obtained
10 from Caltrans Offices of Traffic Operations and Design, HQ Geometric Reviewer and FHWA Local
11 Oversight Liaison. Up to three submittals (two review cycles) of the GADs are anticipated.

12 The drawings will reflect CALTRANS standards and criteria for freeway facilities and COUNTY standards
13 and criteria for local facilities.

14 **Deliverables:**

- 15 • Geometric Approval Drawings
- 16 • Truck Turning Template Exhibits
- 17 • Corner Sight Distance Exhibits
- 18 • Completed DIB 78 Checklist

19 **TASK 3.0 PREPARE DRAFT PROJECT REPORT**

20 **3.1 COST ESTIMATES FOR ALTERNATIVES**

21 ENGINEER will prepare cost estimates for the two (2) build alternatives for I-10/Monroe Street to be
22 analyzed in the Project Report. Project Report level cost estimates shall be prepared based on the
23 preliminary engineering plans and in conformance with the 11-Page Preliminary Cost estimate Template
24 per the CALTRANS Cost Estimating website.

25 **Deliverables:**

- 26 • Cost Estimates for two (2) build alternatives

27 **3.2 GEOMETRIC PLANS FOR PROJECT ALTERNATIVES**

28 ENGINEER will prepare geometric plans at 1"=100' scale for two (2) build alternatives and will be included
29 in the Draft Project Report (DPR). Geometric layout plans will be developed in accordance with Caltrans

Plans Preparation Manual and Project Development Procedures Manual in the level of detail required for PA/ED. Plans will illustrate and label the developed geometries, lane configurations, bike lanes, recreational trails, sidewalks, existing and proposed right-of-way limits, grading limits, as well as any retaining wall locations. Comments received from the submittal of geometric plans as part of the Draft Project Report and final Project Report will be reviewed and incorporated for final approval.

Two (2) geometric workshops are anticipated for the two (2) build alternatives.

The following geometric plans will be prepared for each of the two (2) build alternatives:

Plan Sheet Type	Number of Sheets	Format/Scale
Typical Section	3	11x17/No Scale
Key Map	1	11x17/No Scale
Layout Sheets	3	11x17/100 Scale
Profile Sheets	10	11x17/50 Scale

Deliverable:

- Cut sheets for DPR for two (2) build alternatives

3.3 FACT SHEET FOR DESIGN EXCEPTIONS

The geometric designs will be checked using CALTRANS Design Information Bulletin Number 78-03 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-05 (Pedestrian Accessibility Guidelines for Highway Projects) for the I-10/Monroe Street Interchange and. Fact Sheets shall be developed to document reduced standard features within the build alternatives. Fact Sheets shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include up to five (5) Mandatory and up to five (5) Advisory standard design exceptions per alternative.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Mandatory Fact Sheets. Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Advisory Fact Sheets. Advisory Fact Sheets shall be prepared in conformance with PDPM Chapter 21, Section 3.

Deliverables:

- Mandatory Fact Sheets
- Advisory Fact Sheets

3.4 DRAFT PROJECT REPORT

A DPR will be prepared in accordance with the CALTRANS PDPM. The Administrative DPR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. Two (2) reviews by CALTRANS are assumed. One (1) workshop will be conducted with CALTRANS and the COUNTY to discuss responses to CALTRANS comments on the DPR. Once concurrence has been reached on all outstanding issues, the DPR will be signed by a Registered Civil Engineer and submitted to CALTRANS for signature and approval.

Deliverable:

- Draft Project Report

3.5 MODIFIED ACCESS REPORT

ENGINEER will prepare a Modified Access Report (MAR) for the proposed project in accordance with FHWA policy regarding modified access to interstate highway facilities. The MAR will be submitted to FHWA as a stand-alone report and will address the eight-points for modified access justification. This report will be submitted independent of the Project Report for a Finding of Acceptability and Final Approval after completion of the final Project Report.

Deliverables:

- Draft Modified Access Report
- Final Modified Access Report

TASK 4.0 PERFORM PRELIMINARY ENVIRONMENTAL STUDIES**4.1 FARMLAND TECHNICAL MEMORANDUM**

ENGINEER will analyze potential impacts to farmlands per Chapter 23 of Caltrans' SER. In accordance with the Farmland Protection Policy Act, federal programs are required to minimize the unnecessary and irreversible conversion of farmland to non-agricultural uses. Based on preliminary project layouts, property acquisitions are required at the northeastern and northwestern quadrants of the interchange. These areas are identified as Riverside County Important Farmland. ENGINEER will complete a Farmland Technical Memorandum including discussion of a Conversion Impact Rating for approval to Natural Resource

1 Conservation Service (NRCS).

2 **Deliverable:**

- 3 • Farmland Technical Memorandum

4 **4.2 NOISE STUDY**

5 Prior to initiating the noise technical study, ENGINEER will prepare a noise workplan outlining details of the
6 noise analysis, including noise measurement locations (long term and short term) and noise analysis
7 methodology. ENGINEER will consult with the Caltrans District 8 noise specialist assigned to this project to
8 ensure that specific District 8 requirements are understood. ENGINEER will obtain approval of the noise
9 workplan from Caltrans prior to initiating the noise study.

10 ENGINEER shall prepare a noise technical study evaluating the noise impacts and potential noise
11 abatement/mitigation measures, if any, associated with the proposed project. Because federal and Caltrans
12 oversight is involved, the report shall be prepared in accordance with procedures specified by FHWA in
13 Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise
14 Analysis Protocol (Protocol). ENGINEER shall conduct a site visit to identify noise sensitive land uses and
15 other features of the project area relevant to the noise study. Preliminary review of the project area indicates
16 that land uses in the project area are either agricultural or commercial. Prior to conducting existing noise
17 measurements, ENGINEER will obtain right-of-entry from the property owner where the noise measurement
18 will be conducted. ENGINEER shall conduct a field noise study to quantify and assess existing noise
19 conditions at the noise-sensitive areas described above. Sound-level data shall be collected over a 10 to
20 15 minute period at 13 locations throughout the day. In addition continuous 24-hour noise monitoring shall
21 be conducted at two locations. ENGINEER shall conduct traffic noise modeling related to the proposed
22 project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project
23 traffic engineer. TNM shall be used to model worst-noise-hour noise conditions at selected receiver
24 locations under existing conditions and design-year conditions with and without the proposed project. Traffic
25 noise impacts of the proposed project under 23CFR772 shall be assessed by determining if implementation
26 of the project is projected to result in traffic noise levels under design-year conditions that approach or
27 exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a
28 substantial increase in noise at noise-sensitive uses. If traffic noise impacts are projected to occur,
29 information on the preliminary feasibility and reasonableness of noise abatement as defined in the Protocol

1 shall be evaluated and presented. ENGINEER shall also evaluate potential construction noise impacts
2 using methods recommended by the U.S. Department of Transportation. The noise study report shall
3 include a preliminary noise abatement design to schematically identify the location, height, and extent of
4 noise barriers needed to abate noise impacts. In accordance with Protocol guidance, the description of
5 noise barriers shall be sufficient for environmental review of the proposed project, but not for final design
6 of the walls. Abatement allowances shall be provided for each barrier evaluated. ENGINEER shall prepare
7 a noise study report addressing the requirements of 23CFR772 in accordance with guidance in the Protocol
8 and following the noise analysis report format outline in the Caltrans Technical Noise Supplement (TeNS).
9 After review by the COUNTY and CALTRANS, ENGINEER shall incorporate comments into a final report.

10 **Deliverables:**

- 11 • Noise Study Work Plan
- 12 • Noise Study

13 **4.3 NOISE ABATEMENT DECISION REPORT**

14 ENGINEER shall prepare a NADR following criteria described in the CALTRANS Traffic Noise Analysis
15 Protocol (TNAP) for New Highway Construction and Reconstruction Projects, and the Technical Noise
16 Supplement (TeNS), both dated May 2011 to determine whether a noise abatement measure is reasonable
17 to construct.

18 ENGINEER shall conduct a cost-benefit analysis taking the following criteria into account: absolute noise
19 level, build versus existing noise, environmental impacts of abatement, newly constructed development
20 versus development pre-dating 1978 and the total noise abatement allowance versus the project cost. The
21 work shall be performed according to the tasks described below:

- 22 • Determine appropriate soundwall foundation type based upon existing geotechnical conditions.
- 23 • Complete a cost-benefit analysis using the five reasonableness factors described the TNAP for noise
24 barriers determined to be feasible as described in the Noise Impact Analysis.
- 25 • Complete exhibits to be included in the NADR, depicting the location of all sound barriers, location of
26 easements and receptor locations investigated in the Noise Impact Analysis.
- 27 • Determine accessibility and required easements, including the development of costs for maintenance
28 and construction easements for the proposed noise barriers.
- 29 • Conduct soundwall surveys to solicit input from all homeowners and property owners impacted by

1 soundwalls whether they agree/disagree with the construction of the soundwall.

2 **Deliverable:**

- 3 • Noise Abatement Decision Report

4 **4.4 AIR QUALITY STUDY**

5 ENGINEER will prepare an air quality technical report that analyzes air emissions associated with changes
6 in vehicle traffic patterns resulting from the proposed project. ENGINEER will refer to CALTRANS' SER,
7 Chapter 11 for the latest guidance in preparing the Air Quality Study. ENGINEER will use data developed
8 by the California Air Resources Board (CARB) and the South Coast Air Quality Management District
9 (SCAQMD) to portray existing air quality conditions and to explain how those conditions are affected by
10 local climate and topography. ENGINEER will summarize the existing federal, state, and local air quality
11 regulatory environment as it affects the proposed project and will also describe the location of sensitive
12 receptors in the project vicinity. ENGINEER will use the procedure outlined in the CALTRANS
13 Transportation Project Level Carbon Monoxide Protocol to determine if CO modeling is needed. It is
14 anticipated that some intersections may require CO modeling. The CALINE4 model and California Air
15 Resources Board emission factors will be used to estimate CO concentrations at sensitive receptors near
16 the project. It is assumed in this scope and cost that up to three intersections would be modeled. The CO
17 modeling analysis will focus on completion-, and design-horizon-year conditions as modeled in the traffic
18 analysis, and the results of the air quality analysis will be summarized in tables showing CO concentrations.
19 CALTRANS will address PM2.5/PM10 based on the United States Environmental Protection Agency (EPA)
20 guidance document titled Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM2.5
21 and PM10 Nonattainment and Maintenance Areas and will also address Mobile Source Air Toxins (MSATs)
22 based on the Federal Highway Administration (FHWA) interim guidance dated February 2006. This scope
23 and cost assumed that no modeling will be required by Caltrans or FHWA to address PM2.5/PM10 or
24 MSATs and that the screening level methodology will be appropriate for analyzing PM2.5/PM10 and
25 MSATs. A detailed description of the methodology used to estimate air emissions will be developed prior
26 to analysis.

27 Significance thresholds for air quality impacts will be identified using the SCAQMD's Air Quality Analysis
28 Guidance Handbook (formerly the CEQA Air Quality Handbook) and the SCAQMD's transportation
29 conformity requirements. ENGINEER will evaluate whether the project meets transportation conformity

1 requirements by determining whether it is included, as currently defined, in the most recent Regional
2 Transportation Plan and the Federal Transportation Improvement Plan (FTIP) prepared by the Southern
3 California Association of Governments and by examining whether the project would cause or contribute to
4 an exceedance of state or federal CO standards as required by Section 176(c) of the federal Clean Air Act.
5 Mitigation measures will be identified, if necessary, to reduce or eliminate any significant air quality impacts.
6 Construction-related emissions will be analyzed quantitatively, based on the guidelines provided by the
7 SCAQMD. ENGINEER will estimate air emissions from demolition, grading, and road construction activities
8 using the following information:

- 9 • Type of equipment used
- 10 • Length of time for each construction task
- 11 • Equipment power type (gasoline or diesel engine and horsepower)
- 12 • Equipment emission factors approved by the California Air Resources Board and/or SCAQMD
- 13 • Equipment load factors.

14 Exhaust and dust emissions from worker commutes and equipment travel will be calculated based on
15 available information regarding these activities. Fugitive dust emissions would result from wind erosion of
16 exposed soil and soil storage piles, grading operations, and vehicles traveling on paved and unpaved roads.
17 Emissions associated with asphalt paving will be calculated when specific data are available. Mitigation
18 measures for construction impacts, if appropriate, will be recommended that are consistent with the
19 SCAQMD's applicable rules and regulations for fugitive dust.

20 Prior to the circulation of the Draft Environmental Document, ENGINEER will prepare the necessary
21 documentation for TCWG to obtain a Project air quality determination finding. After the circulation of the
22 draft environmental document, ENGINEER will prepare an Air Quality Conformity Report in accordance
23 with FHWA requirements.

24 **Deliverable:**

- 25 • Air Quality Report
- 26 • PM10/PM2.5 documentation for TCWG meeting
- 27 • PM10/PM2.5 Hot Spot Analysis
- 28 • Air Quality Conformity Analysis Report

29 **4.5 VISUAL TECHNICAL MEMORANDUM**

1 ENGINEER will prepare a Preliminary Visual Evaluation Memorandum for the proposed project as identified
2 in the approved Preliminary Environmental Analysis Report (PEAR). Pursuant to the Caltrans' SER,
3 ENGINEER will provide the Memorandum consistent with the guidelines set forth by the Federal Highway
4 Administration (FHWA) Visual Impact Assessment for Highway Projects Guidelines. The Memorandum will
5 be prepared consistent with the current Caltrans Landscape Architecture Program's recommended
6 Memorandum Annotated Outline.

7 The Memorandum will briefly discuss the existing visual setting for the project site, immediate vicinity, as
8 well as the general regional setting. Based on aerial imagery and land use maps available online, sensitive
9 receptors will be documented. The project's visual change will be analyzed qualitatively for each of the two
10 build alternatives. An analysis of visual impacts from surrounding public views will be included. This
11 analysis will summarize the project's visual change, potential sensitivity of viewers, and the resultant visual
12 impacts.

13 This scope excludes formal report preparation, viewshed mapping analysis, Key View analysis, and
14 photosimulations. This scope assumes that all information will be obtained via desktop review; this scope
15 of work excludes a site visit.

16 **Deliverables:**

- 17 • Preliminary Visual Evaluation Memorandum

18 **4.6 PHASE I INITIAL SITE ASSESSMENT (ISA)**

19 ENGINEER will prepare a Phase I Initial Site Assessment (ISA) for the PROJECT as identified in the
20 approved Preliminary Environmental Analysis Report (PEAR). The ISA will be prepared in accordance with
21 the ASTM International (ASTM) Standard Practice E 1527-13 and CALTRANS' Standard Environmental
22 Reference (SER). It should be noted that the completion of this Phase I ISA is only one component of the
23 process required to satisfy the AAI Rule.

24 The goal of a Phase I ISA is to evaluate site history, existing observable conditions, current site use, and
25 current and former uses of surrounding properties to identify the potential presence of recognized
26 environmental conditions (RECs) associated with the subject site. RECs are defined in the ASTM E 1527-
27 13 Standard as "the presence or likely presence of any hazardous substances or petroleum products in,
28 on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release
29 to the environment; or (3) under conditions that pose a material threat of a future release to the

1 environment." De minimis conditions are not RECs. This Phase I ISA is not intended to provide specific
2 qualitative or quantitative information as to the actual presence of hazardous substances at the subject site,
3 but is to merely identify the potential presence based on available information.

4 The Phase I ISA will consist of four components: Records Review; Site Reconnaissance; Interviews; and
5 Report Preparation. ENGINEER will document past activities, facilities, and/or waste disposal practices,
6 which may have resulted in soil or groundwater contamination. Past site usage will be investigated through
7 an aerial photograph review, interviews, review of former permits, review of documents on file with
8 applicable agencies, and research of former citations from State and local agencies. Current site conditions
9 will be documented by an on-site inspection of the project area. A review of the commercial database
10 summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records will
11 be included. Regulatory sites within and surrounding the project area will be mapped within a one-mile
12 radius (as required by the ASTM E 1527-13 search radius requirements). Potential hazardous materials
13 conditions within the project site will be considered based on the EDR database search. The report will
14 include a summary of the report findings and a discussion of our opinions and conclusions regarding the
15 absence or presence of RECs in connection with the subject site. Documentation supporting the
16 conclusions presented will be appended to the report.

17 This scope excludes environmental lien searches and chain of title documents.

18 The COUNTY shall provide a contact with good knowledge of the uses and physical characteristics of the
19 property (the Key Site Manager). Often the Key Site Manager is the property manager, the chief physical
20 plant supervisor, or head maintenance person. If the user is the current property owner, the user has an
21 obligation to identify a key site manager, even if it is the user himself or herself.

22 The scope of work will be performed in accordance with the standards and practices set forth in 40 CFR
23 Part 312, and consistent with the ASTM E 1527-13 Standard Practice for Phase I ESAs. The following list
24 of "additional issues" are non-scope considerations outside of the ASTM Phase I practice: asbestos-
25 containing materials (ACMs) sampling, radon sampling, lead-based paints (LBPs) sampling, lead in drinking
26 water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and
27 safety, ecological resources, endangered species, indoor air quality, bio-agents, and mold. Assessment of
28 these items are not included in the proposed scope of work.

29 Current data in the approved Phase I ISA (database info, interviews, site visit, etc) are accurate for six (6)

1 months from approval of the deliverable. Historical data is accurate for one (1) year from approval of the
2 deliverable. One (1) Phase I ISA update memorandum is anticipated prior to approval of the Draft
3 Environmental Document and assumes that conditions identified in the approved Phase I ISA have not
4 changed.

5 **Deliverable:**

- 6 • Phase I ISA

7 **4.7 WATER QUALITY ASSESSMENT REPORT (WQAR)**

8 ENGINEER will evaluate the effects that the proposed PROJECT may have on water quality, hydrology
9 and storm water runoff in the Project area. The Water Resources and Hydrology Technical Study will be
10 prepared in accordance to the Caltrans Environmental Handbook, Volume 1, Storm Water Quality
11 Handbook Project Planning and Design Guide, and Caltrans Storm Water Quality Handbooks.

12 The WQAR will also include discussions on the PROJECT's potential water quality impacts to storm water
13 runoff during construction activities and operations of the PROJECT. Construction will be conducted in
14 accordance with all applicable water quality requirements of the Section 401 permit issued by the RWQCB
15 and the provisions of the NPDES General Permit for Construction Activities. Implementation of Best
16 Management Practices (BMPs) would minimize erosion of exposed soils, sediment, and surface
17 contaminant loading into the storm drain system and downstream water bodies. Correspondence with local
18 agencies will also be identified in the study.

19 The WQAR will also include discussions on the potential for the build alternative(s) to result in impacts to
20 local hydrology and drainage during construction and operation. Rough hydrologic calculations (suitable for
21 determination of estimated storm water runoff volumes) will be performed based upon topography and
22 preliminary engineering plans. The impacts of the build alternative(s) will be evaluated and potential
23 mitigation measures will be identified to alleviate both short-term (during construction) and long-term
24 impacts.

25 **Deliverables:**

- 26 • Water Quality Assessment Report

27 **4.8 LOCATION HYDRAULICS STUDY & SUMMARY FLOODPLAIN ENCROACHMENT REPORT**

28 ENGINEER will evaluate historical flooding records, such as aerial photographs and high watermarks
29 covering a span of several years. A preliminary hydraulic analysis will be conducted to estimate the size

1 and cost of needed cross-culverts and/or bridges for the build alternatives. The findings from this drainage
2 study will be documented in a Location Hydraulic Study. The report will address issues on the build
3 alternatives that will be included in the draft environmental document.

4 ENGINEER will prepare a Summary Floodplain Encroachment Report based on Location Hydraulic Study
5 in support of the Environmental Document and Project Report. This scope of work assumes that the
6 proposed alternative will not cause a significant floodplain encroachment as defined by 23 CFR 650.105
7 and is not inconsistent with the existing watershed and floodplain management programs. This scope also
8 assumes the Location Hydraulic Study will contain the requisite information for two (2) build alternatives as
9 described in Chapter 17 of the SER and 23 CFR 650A, Section 650.111 (b) (c). The technical memorandum
10 will discuss potential impacts for two (2) build alternatives and recommend mitigation measures related to
11 floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption,
12 and the community floodplain development plan.

13 **Deliverables:**

- 14 • Location Hydraulic Study
- 15 • Summary Floodplain Encroachment Report

16 **4.9 ASBESTOS, LEAD-BASED PAINT, AND AERIALY DEPOSITED LEAD MEMORANDUM**

17 The PROJECT areas will be surveyed to evaluate for the presence of asbestos-containing materials
18 (ACMs) and lead-base paints (LBPs). If present, ACMs and LBPs will require special handling and disposal.
19 Samples for suspect ACMs may include the following materials: abutment forms, cement pipes, deck
20 expansion joints, electrical insulation, geotextiles, grout, shims, textured surfaces, sealants and
21 waterproof/deck membranes. Up to eighteen (18) bulk asbestos samples will be collected and analyzed.
22 Work will be completed by a California Division of Occupations Safety and Health Certified Asbestos
23 Consultant (CAC). Underground utilities will be located for sampling conflicts. Proposed sampling locations
24 will be marked and Underground Service Alert (USA) notified prior to sampling.

25 ENGINEER will utilize a portable XRF device to collected readings of lead concentrations in suspect painted
26 components and highway stripping. Work will be completed by a California Department of Public Health
27 Lead Inspector/Assessor.

28 ENGINEER will collect soil samples from various depths along the abutments to evaluate presence of
29 Aerially Deposited Lead (ADL). The soil samples will be collected to a maximum depth of approximately 3-

1 feet below ground surface. Up to 20 soil sample will be submitted to a laboratory and analyzed for lead
 2 content by EPA Test Method 6010. The ADL work will be completed under the supervision of a Professional
 3 Geologist (PG).

4 ENGINEER will prepare a task-specific work plan (methods and means and task specific project
 5 description), maps (1"= 300' or greater), and a task-specific Natural Environment Study-Minimal Impacts
 6 (NES-MI) report for environmentally clearing sampling activities. An NES-MI report will document baseline
 7 conditions of the habitat, and be used to identify sensitive habitats and/or special-status species potentially
 8 occurring within the Biological Study Area (BSA) that could pose a constraint to implementation of the
 9 sampling and testing activities. A Proposed Sampling Location Map with anticipated ADL, ACM's and LCB's
 10 will be prepared identifying sampling locations.

11 Proposed task-specific work plan and NES-MI will be submitted for CALTRANS review and environmental
 12 clearance. Two CALTRANS reviews are anticipated.

13 It is assumed that CALTRANS will prepare a task-specific Categorical Exemptions/Categorical Exclusion
 14 (CE/CE) for the ADL, ACM's and LCB's samplings.

15 CALTRANS encroachment permits are assumed to be cleared and executed under task 2.3 Permits and
 16 Rights of Entry.

17 **Deliverables:**

- 18 • Sampling Workplan and Maps
- 19 • NES-MI to support task-specific CE/CE
- 20 • Summary Memorandum for the Asbestos/LBP Sampling and ADL Sampling

21 **4.10 BIOLOGICAL STUDIES**

22 ***Natural Environment Study – Minimal Impacts (NES-MI)***

23 ENGINEER will prepare a Natural Environment Study-Minimal Impacts (NES-MI) report in accordance
 24 with the SER to address biological resources occurring within the Biological Study Area (BSA), as listed in
 25 the approved Preliminary Environmental Analysis Report (PEAR) for the proposed project.

26 ENGINEER will prepare a NES-MI report that will include a description of the field methods used and the
 27 results of the biological evaluation of the BSA. The NES-MI report will be prepared with the results from
 28 the habitat assessment/field investigation that will characterize existing site conditions and identify
 29 special-status habitats and/or species (including State, federally, and Coachella Valley Multiple Species

1 Habitat Conservation Plan (CVMSHCP) listed species) potentially occurring within the project boundaries
2 that could pose a constraint to development. The NES-MI will also include a CVMSHCP Consistency
3 Analysis to demonstrate the Project's consistency with the CVMSHCP.

4 Literature Review

5 ENGINEER will review all technical survey reports and regulatory approvals previously prepared for the
6 project, and any data for the site to determine which special-status biological resources are likely to occur
7 on or within the general vicinity of each basin, if available. A database search of the California Natural
8 Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare
9 and Endangered Vascular Plants of California listings regarding special-status biological resources known
10 to occur in the region and vicinity of the site will be conducted. Additional information sources will be
11 consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and
12 Wildlife Service (USFWS), and historic/current aerial photographs as appropriate to define the habitat
13 requirements for special-status species potentially occurring on-site. ENGINEER will focus its field
14 investigation on those biological resources and habitats known to occur or that have the potential to occur
15 within the vicinity of the BSA.

16 The PROJECT is identified as a "Covered Activity" in Table 7-3, CVAG Regional Road Projects, under
17 the CVMSHCP. Covered Activities are not likely to result in "Take" of "Covered Species" as long as
18 applicable avoidance, minimization, and mitigation measures described in Section 4.4 of the CVMHSCP
19 are implemented. A detailed review of the CVMSHCP will be conducted prior to the field investigation.
20 The CVMSCHP will be queried to determine if the BSA has the potential to provide suitable habitat for
21 any potentially occurring special-status biological resources identified in the CVMSHCP, and to determine
22 if the BSA is located within any CVSMCHP designated Conservation Areas, Sand Transport Areas,
23 and/or designated Corridors/Linkages.

24 In accordance with Caltrans guidelines, a species lists will be obtained from the USFWS of threatened
25 and endangered species known from the project vicinity that is no more than 180 days old. Updated lists
26 will be obtained after 180 days, it is assumed the species on the updated lists are identical to the original
27 list obtained. ENGINEER will query the USFWS Information for Planning and Conservation (IPaC) project
28 planning tool to help streamline the USFWS environmental review process. The results of the records
29 search will be summarized in a table and included in the NES-MI.

Habitat Assessment/Field Investigation

ENGINEER will survey the BSA to document baseline conditions from which to evaluate the sites potential to support federally, State, and CVMSHCP listed species, special-status habitat types, and document the limits of jurisdiction with the White Water River (Coachella Valley Stormwater Channel). The fieldwork will be conducted by qualified biologists in order to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. Particular attention will be given to undeveloped areas that have a higher potential to provide suitable habitat for special-status plant and wildlife species. The location of any special-status biological resources, if present on-site (i.e., plants, plant communities, drainage features, wildlife) will be mapped. Additionally, the BSA will be evaluated for its potential to support both local and regional wildlife movement opportunities.

The suitability of the vegetation on and surrounding the proposed BSA will be surveyed for its ability to provide suitable avian nesting opportunities. Emphases will be given to the suitability of the habitat to support burrowing owl (*Athene cunicularia*). Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project. The habitat assessment does not include focused surveys.

Natural Environment Study – Minimal Impacts Report

A NES-MI report will be prepared with the results from the habitat assessment, delineation of State and federal jurisdictional waters, and any focused surveys conducted for the project. These technical reports will be included as an appendices to the NES-MI. The NES-MI will document all plant and wildlife species, all habitats occurring on-site, the site's potential to support any special-status species, and the limits of the Whitewater River within the BSA. The report will include a map of the plant communities and limits of jurisdiction of the Whitewater River occurring within the BSA and their respective acreages. The report will include a brief analysis of project impacts to biological resources (i.e., jurisdictional waters, burrowing owl), suggestions for further studies that may be needed prior to development, and mitigation measures, if necessary. This report will also address all CVMSHCP requirements for the proposed project, and if required, an equivalency analysis will be included in the report that will review proposed conservation

1 measures to demonstrate that the proposed Project complies with the conservation goals of the
2 CVMSHCP. The report will be sufficient to make the appropriate consistency determination for
3 compliance with the CVMSHCP, and to allow Caltrans to make the appropriate impact/mitigation
4 determinations under the National Environmental Policy Act (NEPA) and California Environmental Quality
5 Act (CEQA).

6 ***Jurisdictional Delineation (JD) Report***

7 ENGINEER will conduct a site reconnaissance to perform a delineation that will determine jurisdictional
8 "waters of the United States" and "waters of the State" (including potential wetlands), located within the
9 boundaries of the BSA. The delineation will result in:

- 10 • A determination of the United States Army Corps of Engineers (Corps') ordinary high water mark
11 (OHWM) and indicate the existence of any three (3) parameter wetlands on-site. The actual
12 presence or absence of wetlands on-site will be verified through the determination of the presence of
13 hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the September 2008
14 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region
15 (Version 2.0); and
- 16 • CDFW's jurisdiction will be identified via the top of bank of the on-site streambed or to the outer drip
17 line of riparian vegetation (if present) pursuant to CDFW's 1994 A Review of Stream Processes and
18 Forms in Dryland Watersheds (CDFW 2010).

19 ENGINEER will conduct a thorough literature review of relevant information that supports the site
20 reconnaissance and report preparation. Sources reviewed are anticipated to include topographic maps,
21 soil surveys, historic and current aerial photography, flood maps, hydrology/climate information and
22 watershed data.

23 ENGINEER will prepare a comprehensive written report discussing on-site jurisdictional areas. The
24 technical letter report will consist of the following Sections: 1) Introduction and Purpose; 2) Summary of
25 Regulations; 3) Methodology; 4) Literature Review; 5) Site Conditions; 6) Findings 7) Regulatory Approval
26 Process; 8) References; and 9) Appendices.

27 Pursuant to agency requirements, the delineation technical letter report will include a maximum of five (5)
28 exhibits to enhance the written text and clarify the PROJECT, jurisdictional areas, and project impacts.

29 Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Site Plans (or aerial);

1 4) On-Site Photographs; and, 5) Jurisdictional Map. This task includes time for Geographic Information
2 Systems (GIS) analysis associated with the delineation map. The delineation map will be a scale of 1"=
3 300' or greater and will consist of an aerial photograph. Drainages will be overlaid on the aerial
4 photograph and each agency's jurisdiction will be identified by width and length.

5 The final delineation report will be included as an appendix to the NES.

6 ***Burrowing Owl Focused Survey***

7 In order to comply with the conservation goals of the CVMSCHP, ENGINEER will conduct a focused
8 survey for burrowing owl within the BSA prior to development. If burrowing owl are found to be occupying
9 the BSA at the time of the focused survey, a relocation plan will need to be written, approved, and
10 implemented prior to site development. If no burrowing owl are found during the focused survey, a final
11 pre-construction burrowing owl clearance survey would be required to ensure burrowing owl remain
12 absent from the BSA.

13 A burrowing owl focused survey will be conducted in accordance with the Coachella Valley Multiple
14 Species Habitat Conservation Plan (CVMSHCP) accepted protocols. The surveys will consist of four (4)
15 visits between February 15 and July 15. The focused burrowing owl surveys will be conducted during the
16 recognized timeframe in the morning one hour before sunrise to two hours after sunrise. Additionally,
17 surveys are not accepted if they are conducted during rain, high winds (> 20 mph), dense fog, or
18 temperatures over 90°F. The entire project site will be surveyed by walking transects in suitable habitat
19 and in areas within 150 meters (500 feet) of the project site boundary, as applicable based on topography
20 and site conditions. Walking transects will be spaced approximately 10 meters (33 feet) apart or less to
21 ensure 100% visual coverage of all areas.

22 Areas providing potential habitat for burrowing owls will be surveyed for suitable burrows, consisting of
23 natural and non-natural substrates in areas with low, open vegetation within the BSA. All burrows
24 encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains.
25 The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls
26 observed will be recorded and mapped, with a hand-held GPS unit. Methods to detect presence of
27 burrowing owls include direct observation, aural detection, and signs of presence. The survey will also
28 include identification of avian species in the area and observing behaviors that suggested nesting activity.
29 Binoculars will be used to observe distant birds and their activity around potential nesting habitat.

1 ENGINEER will prepare a report that will include a summary of the methods, conditions, and results of the
2 surveys. An exhibit depicting the project site and survey area will be included in the report that will also
3 include the location of any occupied or remnant burrows/nests, if found. This scope of work does not
4 include the preparation and implementation of a burrowing owl relocation plan if burrowing owl are
5 observed within the limits of disturbance.

6 The Burrowing Owl Focused Survey Report will be included as an appendix to the NES.

7 ***Coachella Valley Conservation Commission Coordination***

8 Upon completion of the biological surveys, ENGINEER will coordinate project consistency with the
9 CVMHSCP through the Coachella Valley Conservation Commission (CVCC), a joint powers authority.

10 This task includes phone calls, emails, and two (2) in-person meetings between ENGINEER's staff, and
11 the CVCC to help determine the appropriate avoidance and minimization measures, survey requirements,
12 and any development constraints.

13 **Deliverables:**

- 14 • NES-MI
- 15 • Jurisdictional Delineation Report
- 16 • Burrowing Owl Focused Survey

17 **4.11 CULTURAL RESOURCE STUDIES**

18 ***Cultural and Paleontological Resources Inventory***

19 ENGINEER will update the previous archaeological literature and records search (dated August 10, 2015)
20 at the Eastern Information Center (EIC), housed at the University of California, Riverside. For purposes of
21 this PROJECT, this search will encompass a one-mile radius of the PROJECT's Area of Potential Effects
22 (APE). Copies of all previously recorded cultural resources records and relevant cultural resources reports
23 not included in the original records search will be obtained. ENGINEER will also inspect any historical
24 documents, USGS survey plats, and Government Land Office (GLO) plats that depict the PROJECT area.
25 ENGINEER will request a museum records search at the nearest regional museum repository for potential
26 paleontological resource localities in the vicinity of the PROJECT area. To supplement museum collections
27 records, a review of published and unpublished geologic mapping and literature will be performed to identify
28 the geology and paleontology of the PROJECT area. In addition, the PROJECT area will be placed on the
29 Riverside County's Paleontological Sensitivity Map to determine whether or not it overlies areas of high,

1 low, or undetermined sensitivity.

2 It is assumed that no archaeological sites will be discovered that will require documentation. If
3 archaeological resources are identified, scope would increase based on the site and complexity of the
4 resources.

5 It is assumed that no significant fossils will be discovered on the surface of the PROJECT area during the
6 course of the fieldwork and no excavation of or collecting fossil specimens is included in the current scope.

7 ***Native American Coordination***

8 ENGINEER will contact the Native American Heritage Commission (NAHC) for a search of the Sacred
9 Lands Files. ENGINEER will also assist the California Department of Transportation (Caltrans) in contacting
10 individuals listed by the NAHC that may have an interest in the PROJECT. Consultation will be initiated by
11 letter, and followed by telephone contact.

12 ENGINEER will provide Assembly Bill 52 (AB 52) assistance to the COUNTY. ENGINEER will prepare the
13 AB 52 notification letters on behalf of the COUNTY. ENGINEER will assist in such tasks as attendance at
14 two meetings, and participating in conference calls.

15 ENGINEER will coordinate directly with CALTRANS District 8 Native American Coordinator, Mr. Gary
16 Jones, regarding the initiation of the Section 106 Consultation process for the PROJECT.

17 ***Cultural and Paleontological Resource Field Survey***

18 ENGINEER will prepare an APE for the PROJECT that takes into account all direct and indirect impacts
19 to potentially significant cultural resources.

20 A Phase-I cultural resource survey will entail a complete and intensive pedestrian survey of the
21 PROJECT APE by a qualified archaeologist. Survey transect spacing will range from 10 to 15 m (30 to
22 50 ft), and all soils and landforms likely to contain or exhibit archaeologically or historically sensitive
23 cultural resources will be inspected carefully to ensure that visible, potentially important cultural resources
24 are discovered and documented. Additionally, the surveyors will investigate any unusual contours, soil
25 changes, distinctive vegetation patterns, natural and man-made features, and other potential cultural site
26 markers.

27 It is anticipated that no archaeological resources will be identified in the PROJECT APE that require
28 documentation or evaluation. ENGINEER is aware of one known built environment resource, the railroad,
29 located directly adjacent to the PROJECT APE. It is assumed that one known built environment resource

1 will require documentation and impact assessments. The resource will be assessed using significance
2 criteria as set forth in the California Register of Historical Resources and the National Register of Historic
3 Places to provide sufficient data to characterize the current status of the identified resources, to formally
4 document known resource boundaries in relation to the PROJECT APE, to provide an evaluation of the
5 resource' s significance and research potential, and to develop appropriate mitigation measures.

6 The paleontological resource survey will entail a visual inspection of the ground surface for exposed fossils
7 and evaluation of geologic exposures for their potential to contain preserved fossil material at the
8 subsurface. The survey will entail both a pedestrian walkover and a reconnaissance-level survey of the
9 surrounding area. It is assumed that no significant fossils will be discovered on the surface of the project
10 area during the course of the fieldwork and no excavation of or collecting fossil specimens is included in
11 the current scope.

12 **Report Preparation**

13 ENGINEER will prepare an APE Map, an Archaeological Survey Report (ASR), a Historic Resources
14 Evaluation Report (HRER), and a Historic Properties Survey Report (HPSR), to California Environmental
15 Quality Act (CEQA) standards as well as the standards outlined in SER, Volume 2, Cultural Resources.

16 ENGINEER will prepare a Paleontological Identification Report/Paleontological Evaluation Report
17 (PIR/PER) to document the findings and to provide project-specific recommendations. The report will
18 include a GIS map depicting areas where further mitigation is recommended, such as construction
19 monitoring. All paleontological work will be conducted in accordance to the guidelines set for by the Society
20 of Vertebrate Paleontology and will satisfy the requirements of the California Environmental Quality Act.

21 The report will also comply with Chapter 8 of CALTRANS SER.

22 **Deliverables:**

- 23 • Area of Potential Effects / Study Area Map
- 24 • Archaeological Survey Report
- 25 • Historic Resources Evaluation Report
- 26 • Historic Properties Survey Report
- 27 • Paleontological Identification Report/Paleontological Evaluation Report

28 **TASK 5.0 DRAFT ENVIRONMENTAL DOCUMENT**

29 **5.1 PREPARE DRAFT ENVIRONMENTAL DOCUMENT**

1 ENGINEER will prepare a joint IS/routine EA (IS/EA), leading to issuance of a Mitigated Negative
2 Declaration/Finding of No Significant Impact, respectively, utilizing the current IS/EA Annotated Outline
3 included on CALTRANS' Standard Environmental Reference (SER); in accordance with Caltrans' SER,
4 Volume 1, Chapter 37 (Preparing and Processing Joint NEPA/CEQA Documentation); and pursuant to
5 FHWA's Technical Advisory T6640.8A [Guidance on Preparing and Processing Environmental and Section
6 4(f) Documents].

7 ENGINEER will prepare an Administrative Draft Environmental Document (IS/EA) for submittal to the
8 COUNTY and CALTRANS for initial review based on the information contained in the requisite technical
9 studies prepared by others. ENGINEER will address the topical areas included in the IS/EA Annotated
10 Outline not otherwise addressed by the technical studies prepared by others.

11 An Environmental Commitments Record, prepared in accordance with current Caltrans' guidance and
12 format requirements, will be included with each version of the Draft Environmental Document that is
13 reviewed by CALTRANS.

14 Preparation of the Environmental Document will conform to CALTRANS' Environmental Document Quality
15 Control Program. In accordance with that program, review of the Draft Environmental Document will be
16 conducted in the following five-step process prior to public circulation: (1.) Caltrans Resource/Technical
17 Specialist Review; (2.) Caltrans Internal Peer Review; (3.) Caltrans Supervisor Review; (4.) Caltrans
18 Technical Editor Review; and (5.) NEPA Quality Control Review. Also in accordance with Caltrans'
19 Environmental Document Quality Control Program, each submittal of the Draft Environmental Document
20 will be accompanied by a completed Environmental Document Review Checklist and External Certifications
21 Environmental Document Quality Control Reviews Form; submittal of the referenced form testifies to the
22 adequacy of the environmental documentation prepared by the local agency and its representatives.

23 It is assumed that CALTRANS will issue no more than three rounds of comments on the Draft Environmental
24 Document prior to its approval for public circulation. This scope of work assumes that no more than five (5)
25 full-day comment resolution workshop meetings will be conducted at CALTRANS to resolve comments on
26 the Draft Environmental Document prior to public circulation. This scope of work does not include submittal
27 of the Draft Environmental Document to any agencies for review, with exception of the COUNTY, CITY,
28 and CALTRANS.

29 **Deliverables:**

- 1 • Preliminary Administrative Draft IS/EA, including Environmental Document Review Checklist
- 2 • Administrative Draft IS/EA, including Environmental Document Review Checklist
- 3 • Revised Draft IS/EA, including External Quality Control Certification Form(s) and Environmental
- 4 Document Review Checklist
- 5 • Revised/Final Draft IS/EA, including Environmental Document Review Checklist

6 **5.2 PUBLIC CIRCULATION OF DRAFT ENVIRONMENTAL DOCUMENT**

7 A State Clearinghouse Notice of Completion & Environmental Document Transmittal (NOC) and Summary
 8 Form will be prepared and submitted to the COUNTY and CALTRANS for concurrent review. The final NOC
 9 and Summary Form, along with 15 CDs that included electronic PDF copies of the Draft IS/EA, will be
 10 submitted by the ENGINEER to the State Clearinghouse on behalf of the COUNTY and CALTRANS to
 11 formally initiate the 30-day public review period of the Draft IS/EA.

12 ENGINEER will produce the Notice of Availability of the Draft IS/EA / Notice of Intent to Adopt a Mitigated
 13 Negative Declaration (NOA/NOI) and Announcement of Public Hearing for publication in a newspaper of
 14 local circulation, for posting at the Riverside County Clerk's office, and for distribution to those who filed a
 15 written request with the COUNTY or CALTRANS to receive such notice.

16 It is assumed that all filing and noticing fees will be paid by the COUNTY, and all newspaper advertisements
 17 noticing the availability of the Draft IS/EA for public review will be placed by and paid for by the COUNTY.

18 It is assumed that the ENGINEER will mail the NOA/NOI to agencies, property owners, and other interested
 19 parties, as directed by the COUNTY and CALTRANS.

20 **Deliverables:**

- 21 • NOC and Summary Form
- 22 • 15 CDs to include electronic PDF copies of the Draft IS/EA
- 23 • 10 hardcopies of the Draft IS/EA
- 24 • NOA/NOI

25 **5.3 PUBLIC OUTREACH**

26 ENGINEER and the COUNTY will conduct an Initial Public Meeting (Scoping Meeting) – the intent of the
 27 meeting is to introduce and obtain input from the public regarding the proposed project. ENGINEER will
 28 prepare meeting-related materials in advance of submittal to the COUNTY and CALTRANS.

29 A public information meeting and public hearing will be conducted during the 30-day Draft IS/EA public

1 review period.

2 The COUNTY will be responsible for securing the facility(ies), and paying all associated costs, at which the
3 public information meeting and public hearing will be conducted. The ENGINEER will retain a court reporter
4 for purposes of recording public input at the public hearing.

5 ENGINEER will provide a City Council briefing for the City of Indio. ENGINEER will prepare a video
6 simulation of the proposed interchange. Up to two (2) alternatives will be modeled in the video simulation.

7 **Deliverables:**

- 8 • Distribution list for mailing of public notice
- 9 • Newspaper notice (English and Spanish)
- 10 • Exhibits and boards for public meeting/hearing (up to eight (8))
- 11 • Record of Public Hearing
- 12 • Video Simulation

13 **5.4 RESPONSES TO COMMENTS ON DRAFT ENVIRONMENTAL DOCUMENT**

14 Following the public review period for the Draft Environmental Document, ENGINEER will prepare
15 responses to agency and public comments received on the Draft Environmental Document. The scope and
16 extent of public and agency review comments on the Draft Environmental Document cannot be determined
17 before their receipt. ENGINEER will prepare responses to comments received on the Draft Environmental
18 Document for CALTRAN's review and prior to incorporation in the Final Environmental Document. The
19 responses to comments will be included as an appendix to the Final Environmental Document.

20 It is assumed a maximum of 30 comments will be received on the Draft Environmental Document during
21 the public review period, and that none of the comments received on the Draft Environmental Document
22 will require additional technical analysis for inclusion in the Final Environmental Document.

23 **Deliverables:**

- 24 • Responses to Comments

25 **TASK 6.0 APPROVED PROJECT REPORT AND FINAL ENVIRONMENTAL DOCUMENT**

26 **6.1 UPDATE DRAFT PROJECT REPORT**

27 After circulation of the Draft ED and concurrent with the preparation of the Final ED, ENGINEER will
28 document recommendation of the Build Alternative based on the public input on the Draft Environmental
29 Document and concurrence by the PDT. ENGINEER shall prepare a final PR which includes the

1 recommendation of the Preferred Alternative. The report will review the development of the Preferred
2 Alternative including public and agency comments obtained during the public meeting and environmental
3 review period.

4 **Deliverable:**

- 5 • Draft Final Project Report

6 **6.2 APPROVED PROJECT REPORT**

7 Upon receipt of comments from CALTRANS, ENGINEER will develop a response matrix documenting the
8 comments and response to each comment. It is assumed that one (1) workshop will be conducted with
9 CALTRANS and the COUNTY to discuss responses to CALTRANS comments on the final PR. The final
10 PR will be revised and submitted to CALTRANS for approval. The final PR will be signed by a Registered
11 Civil Engineer and submitted to CALTRANS for approval and signature.

12 **Deliverable:**

- 13 • Final Project Report

14 **6.3 FINAL ENVIRONMENTAL DOCUMENT**

15 ENGINEER will prepare the Final Environmental Document, including Environmental Commitments
16 Record, that incorporates responses to public and agency comments received on the Draft Environmental
17 Document. It is anticipated that CALTRANS will review and approve the responses to comments prior to
18 submittal of the Administrative Final Environmental Document to CALTRANS for review. In addition, and
19 per directions included in the Caltrans' IS/EA Annotated Outline posted on the SER, the Final Environmental
20 Document will identify any changes made to the document based on comments received from the public
21 and reviewing agencies by placing a line in the margin of each respective page where changes to the
22 Environmental Document were made.

23 The Final Environmental Document will be subject to Caltrans' Environmental Document Quality Control
24 Program as detailed above in the Draft Environmental Document task (Task 2). As done for the Draft
25 Environmental Document, and in support of CALTRANS' quality control program, pertinent revision
26 submittals of the Final Environmental Document submitted to Caltrans will be accompanied by a completed
27 Environmental Document Review Checklist and External Certifications Environmental Document Quality
28 Control Reviews Form.

29 Pursuant to CEQA Guidelines Section 15094, ENGINEER will prepare a Notice of Determination (NOD) for

1 review and approval by CALTRANS – the NOD must be signed by the Caltrans District Environmental
2 Branch Chief. The NOD will be submitted to the State Clearinghouse within five working days of Caltrans
3 approving the Final Environmental Document. Filing of the NOD with the State Clearinghouse initiates the
4 30-day statute of limitations on court challenges to the approval under CEQA.

5 This scope of work assumes that no more than five (5) full-day comment resolution workshop meetings will
6 be conducted at Caltrans District 8 to resolve comments on the Final Environmental Document prior to
7 public circulation. This scope of work does not include submittal of the Final Environmental Document to
8 any agencies for review, with exception of the COUNTY, CITY, and CALTRANS. The COUNTY/CITY will
9 provide the check (filing fee) to cover California Department of Fish and Wildlife fees that will be required
10 to file the NOD with the State Clearinghouse.

11 **Deliverables:**

- 12 • Preliminary Administrative Final IS/EA including Environmental Document Review Checklist
- 13 • Administrative Final IS/EA including Environmental Document Review Checklist
- 14 • Revised Final IS/EA including External Quality Control Certification Form(s) and Environmental
15 Document Review Checklist

APPENDIX B • ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed by February 28, 2021, unless extended by supplemental agreement.

A. PHASES

The Schedule is represented by the following one phases:

1. Preliminary Engineering Report and Environmental Document

B. GANTT CHART

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

ACTIVITY NAME	START	FINISH	Months	2018												2019												2020		
				J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
Notice to Proceed	2/1/18			◆																										
Ph 1 - Project Report / Environmental Document	2/1/18	1/31/20	24.0																											

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

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

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

1. Direct Salary Costs

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

2. Multiplier

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

PAYROLL ADDITIVES..... 44.49%

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee

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benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS..... 96.95%

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

TOTAL MULTIPLIER 141.44 %

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

- 1. The Total Fixed Fee payable to the ENGINEER is \$78,152.13 (PRIME CONSULTANT Profit)
- 2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

C. OTHER DIRECT EXPENSES

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

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit
Mileage/Travel	\$0.54	Mile
Reproductions	\$30,000	Lump Sum
Postage/Mailing	\$1,000	Lump Sum
Outreach Video Simulation	\$10,000	Lump Sum



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

D. OUTSIDE SERVICES

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

ARTICLE CII • DIRECT SALARY RATES

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

A. PREMIUM OVERTIME

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

B. SALARY RATES

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

POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

Principal in Charge	\$90.00 -130.00
Project Manager	\$50.00 - \$100.00
Project Engineer	\$45.00 - \$100.00
Senior/Structural Engineer	\$50.00 - \$110.00

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Associate Engineer	\$35.00 - \$55.00
Assistant Engineer	\$25.00 - \$40.00
Senior Environmental Planner	\$40.00 - \$80.00
Associate Environmental Planner	\$35.00 - \$55.00
Environmental Planner	\$20.00 - \$40.00
Senior CAD/Detailer	\$40.00 - \$60.00
Engineering Technician	\$20.00 - \$40.00
Clerical/Administrative	\$15.00 - \$40.00

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

ARTICLE CIII • INVOICING

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

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

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the firm which reads as follows:

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

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The proposed contract fee is \$1,670,924. The total amount of the contract is not to exceed \$1,838,017 including a \$167,092 contingency. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above or the rates provided in the attached Fee Proposal Worksheets below. Written approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.

I-10/Monroe Interchange Improvements Fee Proposal Summary

November 16, 2017

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
Michael Baker International, Inc. Prime	\$ 902,813.47				\$ 902,813.47
Applied Earthworks, Inc. Cultural	\$ 30,785.53				\$ 30,785.53
Converse Consultants Geotechnical	\$ 71,517.12				\$ 71,517.12
Fehr & Peers Traffic	\$ 68,640.92				\$ 68,640.92
Overland Pacific & Cutler, Inc. Right of Way	\$ 6,731.12				\$ 6,731.12
Parsons Transportation Group, Inc. Civil	\$ 319,688.51				\$ 319,688.51
POWER Engineers Environmental	\$ 228,011.12				\$ 228,011.12
Value Management Strategies, Inc. Value Engineering	\$ 42,736.31				\$ 42,736.31
TOTAL	\$ 1,670,924.11				\$ 1,670,924.11

Phase I **Preliminary Engineering & Environmental**

FEE PROPOSAL WORKSHEET		
COMPANY: Michael Baker International, Inc.	SCOPE OF WORK: Preliminary Engineering & Environmental	PHASE: Phase I
PROJECT: I-10/Monroe Interchange Improvements		DATE: November 16, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Project Principal	254	@	\$109.27	\$27,754.58
	Project Manager	584	@	\$72.50	\$42,340.00
	Structural Engineer	34	@	\$105.93	\$3,601.62
	Technical Manager	365	@	\$81.30	\$29,674.50
	Senior Engineer	511	@	\$60.11	\$30,716.21
	Project Engineer	1,356	@	\$54.00	\$73,224.00
	Landscape Architect	8	@	\$59.56	\$476.48
	Biologist	147	@	\$52.99	\$7,789.53
	Environmental Specialist	193	@	\$48.56	\$9,372.08
	Design Engineer	659	@	\$44.00	\$28,996.00
	Environmental Analyst	48	@	\$43.50	\$2,088.00
	Designer/Planner	326	@	\$41.60	\$13,561.60
	Design Technician	474	@	\$40.01	\$18,964.74
	GIS Analyst	90	@	\$38.56	\$3,470.40
	Utility Coordinator	216	@	\$36.72	\$7,931.52
	Assistant Engineer/Planner	465	@	\$35.24	\$16,386.60
	Project Controls	96	@	\$28.03	\$2,690.88
	Administrative	100	@	\$27.03	\$2,703.00
	Office Support/Clerical	78	@	\$25.00	\$1,950.00
		TOTAL HOURS:		6,004	TOTAL AMOUNT: \$323,691.74

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	96.95%	(of Direct Labor + Escalation)	\$313,819.14
PAYROLL ADDITIVES @	44.49%	(of Direct Labor + Escalation)	\$144,010.46
PROFIT (FIXED FEE)	10.0%		\$78,152.13
			TOTAL MULTIPLIERS: \$535,981.73

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage/Travel	4000		@	\$0.54	\$2,140.00
Reproductions	1	LS	@	\$30,000.00	\$30,000.00
Postage/Mailing	1	LS	@	\$1,000.00	\$1,000.00
Outreach Video Simulation	1	LS	@	\$10,000.00	\$10,000.00

TOTAL ODC'S: \$43,140.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Applied Earthworks, Inc.	\$11,757.12	\$17,600.41	\$1,428.00	\$30,785.53
Converse Consultants	\$20,902.56	\$47,839.06	\$2,775.50	\$71,517.12
Fehr & Peers	\$20,686.70	\$42,127.22	\$5,827.00	\$68,640.92
Overland Pacific & Cutler, Inc.	\$2,334.08	\$4,290.04	\$107.00	\$6,731.12
Parsons Transportation Group, Inc.	\$125,208.92	\$181,804.60	\$12,675.00	\$319,688.51
POWER Engineers	\$70,082.58	\$144,777.29	\$13,151.25	\$228,011.12
Value Management Strategies, Inc.	\$12,417.40	\$25,005.91	\$5,313.00	\$42,736.31

TOTAL SUBCONSULTANT SERVICES: \$768,110.64

TOTAL \$1,670,924.11

MANHOURLY WORKSHEET

COMPANY: **Michael Baker International, Inc.** SCOPE OF WORK: **Manhour Summary** PHASE: **All Phases**

PROJECT: **I-10/Monroe Interchange Improvements** DATE: **November 16, 2017**

TASK	PROJECT PRINCIPAL	PROJECT MANAGER	STRUCTURAL ENGINEER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	LANDSCAPE ARCHITECT	BIOLOGIST	ENVIRONMENTAL SPECIALIST	ENVIRONMENTAL ENGINEER	DESIGN ENGINEER	DESIGNER/PLANNER	DESIGN TECHNICIAN	(Top & Bottom) HOURS
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	\$290.20	\$192.55	\$281.33	\$215.92	\$159.64	\$143.42	\$158.18	\$140.73	\$128.97	\$116.86	\$115.53	\$110.48	\$106.26	
PHASE TOTALS	254	584	34	365	511	1,356	8	147	193	659	48	326	474	4,959

PHASE I	254	584	34	365	511	1,356	8	147	193	659	48	326	474	4,959	6,004
PHASE II															
PHASE III															
PHASE IV															

TASK	GIS ANALYST	UTILITY COORDINATOR	ENGINEER/PLANNER	PROJECT CONTROLS	ADMINISTRATIVE	OFFICE SUPPORT/CLERICAL	HOURS
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	\$102.41	\$97.52	\$93.59	\$74.44	\$71.79	\$66.40	
PHASE TOTALS	90	216	465	96	100	78	1,045

PHASE I	90	216	465	96	100	78	1,045
PHASE II							
PHASE III							
PHASE IV							

MANHOUR WORKSHEET

COMPANY: Michael Baker International, Inc.
 PROJECT: I-10/Monroe Interchange Improvements

SCOPE OF WORK: Preliminary Engineering & Environmental

PHASE: Phase I
 DATE: November 16, 2017

TASK	PROJECT MANAGER	PROJECT MANAGER	STRUCTURAL ENGINEER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	LANDSCAPE ARCHITECT	BIOLOGIST	ENVIRONMENTAL ANALYST	DESIGN ENGINEER	DESIGNER/PLANNER	DESIGN TECHNICIAN	HOURS	COST
	\$200.20	\$192.55	\$281.33	\$215.92	\$159.84	\$143.42	\$168.18	\$140.73	\$123.97	\$116.26	\$115.93	\$110.48	\$106.26	

Total Manhours	254	584	34	365	511	1,356	8	147	193	659	48	326	474	4,959
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1.0 Project Management	80	140				60				80				360	\$ 68,127
1.1 Project Administration and Control														200	\$ 36,716
1.2 Project Meetings	48		4	6		142								20	\$ 2,868
1.3 Budgeting						20								59	\$ 13,704
1.4 Cost Accounting and Project Reporting	24	35				12				28				40	\$ 4,993
1.5 Scheduling						20								48	\$ 8,744
1.6 Risk Management	4	20		4											
1.7 Quality Control Plan															
2.0 Perform Preliminary Engineering															
2.1 Research and Data Gathering		15		12		16				8				51	\$ 8,709
2.2 Project Development Team (PDT)	2	2				2					14			20	\$ 2,799
2.3 Permits and Right of Entry		24				40		40						104	\$ 15,987
2.4 Traffic Analysis		8		4	8	28			14		10			72	\$ 10,438
2.5 Value Analysis	48	28		20	20	16			8					140	\$ 30,062
2.6 Geometric Alternatives Analysis and Project Footprint		40		40	40						50	48		218	\$ 33,349
2.7 Storm Water Data Report															
2.8 Preliminary Right of Way Engineering		8			16						8			32	\$ 4,979
2.9 Preliminary Drainage				60	72	120			100		124			476	\$ 67,045
2.10 Utility Coordination		14		14	40	40								68	\$ 11,455
2.11 Preliminary Geotechnical Investigations and Evaluation					34	34								34	\$ 4,876
2.12 Structures Advanced Planning Study	8	16	30	35	50	50			80			80		349	\$ 54,402
2.13 Life Cycle Cost Analysis for Pavement		48			54	54			45		16			163	\$ 24,013
2.14 Preliminary Transportation Management Plan															
2.15 Geometric Approval Drawings (GAD's)					96	54					4	60		214	\$ 29,888
3.0 Prepare Draft Project Report															
3.1 Cost Estimates for Alternatives		8		2	28					16				54	\$ 8,312
3.2 Geometric Plans for Project Alternatives	8	16		48	40	118			80		40			350	\$ 52,843

MANHOUR WORKSHEET

COMPANY: Michael Baker International, Inc. SCOPE OF WORK: Preliminary Engineering & Environmental PHASE: Phase I
 PROJECT: I-10/Monroe Interchange Improvements DATE: November 16, 2017

TASK	PHASE I											TOTAL HOURS	TOTAL COST	
	PROJECT MANAGER	PROJECT MANAGER	PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	LANDSCAPE ARCHITECT	ENVIRONMENTAL ARCHITECT	ENVIRONMENTAL SPECIALIST	DESIGN ENGINEER	DESIGNER/ANALYST			DESIGN TECHNICIAN
3.3 Fact Sheet for Exceptions	8	16	16	16	96					16			152	\$ 24,495
3.4 Draft Project Report	24	48	40	40	120					60	220		512	\$ 72,442
3.5 Modified Access Report		8	8	8	64					8			88	\$ 13,381
4.0 Perform Preliminary Environmental Studies														
4.1 Farmland Technical Memorandum														
4.2 Noise Study														
4.3 Noise Abatement Decision Report														
4.4 Air Quality Study														
4.5 Visual Technical Memorandum									8				31	\$ 4,124
4.6 Phase I Initial site Assessment (ISA)									88				120	\$ 15,046
4.7 Water Quality Assessment Report (WQAR)														
4.8 Location Hydraulics Study & Summary Floodplain Encroachment Report	8		24	64	60					60			276	\$ 39,185
4.9 Asbestos, Lead-Based Paint, and Aerially Deposited Lead Memorandum			4					15		10			29	\$ 4,143
4.10 Biological Studies	12			44				92		8			246	\$ 34,814
4.11 Cultural Resource Studies														
5.0 Draft Environmental Document														
5.1 Prepare Draft Environmental Document			8		40					16			64	\$ 9,334
5.2 Public Circulation of Draft Environmental Document														
5.3 Public Outreach	16		12	25	40					30			123	\$ 18,905
5.4 Responses to Comments on Draft Environmental Document	8		8	8									24	\$ 4,545
6.0 Approved Project Report and Final Environmental Document														
6.1 Update Draft Project Report	16				40						22		78	\$ 11,155
6.2 Approved Project Report	14				30						22		66	\$ 9,336
6.3 Final Environmental Document	16				40						22		78	\$ 11,155

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Applied Earthworks, Inc.	SCOPE OF WORK: Cultural	PHASE: Phase I
PROJECT: I-10/Monroe Interchange Improvements		DATE: November 16, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Tiffany Clark	Senior Archaeologist/Project Manager	41	@ \$51.46	\$2,109.86
Jessica DeBusk	Paleontology Program Manager	5	@ \$58.90	\$294.50
M. Colleen Hamilton	Senior Architectural Historian	3	@ \$51.90	\$155.70
John Eddy	Senior Archaeologist	4	@ \$40.46	\$161.84
Joan George	Associate Archaeologist	112	@ \$37.17	\$4,163.04
Heather Clifford	Associate Paleontologist/Geologist	42	@ \$31.67	\$1,330.14
Justin Castells	Associate Architectural Historian	50	@ \$33.79	\$1,689.50
Dennis McDougall	Field Supervisor	10	@ \$34.95	\$349.50
Cari Inoway	Graphics Specialist	27	@ \$32.52	\$878.04
Suzie Bircheff	Administrative Assistant	20	@ \$31.25	\$625.00
TOTAL HOURS		314	TOTAL DIRECT LABOR	\$11,757.12

MULTIPLIERS

ESCALATION @	(of Direct Labor)	
OVERHEAD @	127.00% (of Direct Labor + Escalation)	\$14,931.54
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$2,668.87
TOTAL MULTIPLIERS		\$17,600.41

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Printing, Reproduction, Shipping	1	@	\$300.00	\$300.00
Mileage (personal vehicle)	800	@	\$0.54	\$428.00
Museum Fee	1	@	\$300.00	\$300.00
Records Search Fee	1	@	\$400.00	\$400.00
TOTAL ODC'S				\$1,428.00

TOTAL **\$30,785.53**

