

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



ITEM
3.41
(ID # 7944)

MEETING DATE:

Tuesday, December 11, 2018


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION
DEPARTMENT: Approve and Execute the Engineering Services Agreement
between Michael Baker International Inc. and the County of Riverside for
preparation of the Project Approval/Environmental Document for the Interstate
10/Cherry Valley Boulevard Interchange Project. District 5; [\$1,652,883] 100%
City of Calimesa

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Engineering Services Agreement between Michael Baker International Inc. and the County of Riverside for the preparation of the Project Approval/Environmental Document for the Interstate 10/Cherry Valley Boulevard Interchange Project for an aggregate amount not to exceed \$1,652,883 for fiscal years 18/19 – 20-21.

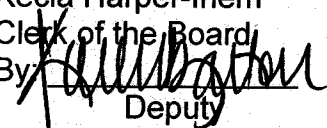
ACTION: Policy


Patricia Romo, Director of Transportation 11/26/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: December 11, 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	\$ 400,000	\$ 900,000	\$ 1,652,883	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Calimesa (100%). No General Funds will be used on this project.			Budget Adjustment:	No
			For Fiscal Year:	18/19 - 20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cherry Valley Boulevard Interchange at Interstate 10 (I-10), located within the City of Calimesa (City), is a key interchange serving the City and surrounding communities. The interchange is a major access point for existing residential and retail sites. Significant growth and development in the area have taken place in recent years and modifications to the interchange and freeway ramps are necessary, to accommodate existing and future traffic needs.

On March 21, 2017 (Agenda Item 3-24) the County Board of Supervisors approved a Service Agreement between the County of Riverside and the City of Calimesa, which designated the County as the lead agency to prepare the Project Initiation Document (PID). The Project Initiation Document was completed on June 13, 2018 and the City now desires for the County to be lead agency for the preparation of the Project Approval/Environmental Document (PA/ED) for the Project. Amendment 1 to the Service Agreement between the County and the City is a separate item on this same board agenda. An Engineering Services Agreement is necessary to retain the services of Michael Baker for the preparation of the PA/ED phase of the Project.

Project Number: C7-0038

Impact on Residents and Businesses

The project will benefit the local residents by providing improvements that will alleviate current and future traffic demands, improve safety, and improve the operation of the Cherry Valley Boulevard/I-10 Interchange.

Additional Fiscal Information

Michael Baker has been pre-qualified through the Request for Proposal (RFP) process in compliance with the Caltrans Local Assistance Procedures Manual, and as the consultant that prepared the PID for the project, is the best qualified to perform this work. The detailed scope, proposed schedule and negotiated fee for the PA/ED services are provided in Appendices "A", "B", and "C", respectively, of the Agreement. The PA/ED phase of work is expected to be completed by December 2020 and within a set budget of \$1,652,833.

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STATE OF CALIFORNIA**

The City of Calimesa will be responsible for 100% of the cost. No County funds will be used.

The contract is not to exceed \$1,652,833 and includes a 10% contingency to be used only with prior written approval from the County Project Manager.

Contract History and Price Reasonableness

The consultant's negotiated fee proposed for this contract is comparable to work performed on similar projects.

ATTACHMENTS

Cherry Valley Vicinity Map
Cherry Valley Agreement


Scott Bruckner 12/2/2018


Gregory V. Priapicos, Director County Counsel 11/26/2018

Contract No. 18-11-002
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

Cherry Valley Boulevard / Interstate 10 Interchange Project

between

County of Riverside • Transportation Department

and

Michael Baker International, Inc.



DEC 11 2018 3.41

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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:

Brandon Reyes, PE

The COUNTY PROJECT MANAGER for COUNTY shall be:

John Marcinek, PE

ARTICLE II • PROJECT DEFINITION

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

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

Federal Highway Administration

CALTRANS

1 City of Calimesa

2 Regional Water Quality Control Board

3 Army Corps of Engineers

4 Utility Companies

5 **C. COUNTY/AGENCIES Standards**

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

9 **ARTICLE IV • CONDITIONS**

10 **A. Notifications**

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

16 **B. Assignment**

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

19 **C. Subcontracts**

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

29 **D. Modifications**

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

15 **E. COUNTY Directives**

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

18 **F. Liability**

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

1 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
2 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on
3 PROJECT.

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

17 **G. Indemnification and Defense**

- 18 1. To the fullest extent permitted by applicable law, ENGINEER agrees to and shall indemnify, defend and
19 hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their
20 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,
21 volunteers and representatives (hereinafter individually and collectively referred to as "Indemnitees")
22 from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused
23 by any alleged or actual negligence, recklessness, or willful misconduct of ENGINEER, its directors,
24 officers, partners, employees, agents, subconsultants or representatives or any person or organization
25 for whom ENGINEER is responsible, arising out of or from the performance of services under this
26 Agreement.
- 27 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
28 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
29 to indemnify for the specific act adjudged by the findings of a court of competent jurisdiction to be

1 negligence of the Indemnitees, and will not preclude a duty to indemnify for any negligence, recklessness,
2 or willful misconduct of ENGINEER.

- 3 3. To the fullest extent permitted by applicable law, ENGINEER shall defend and pay, at its sole expense, all
4 costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss,
5 suits, claims, demands, actions, or proceedings based or alleged to be based on any negligence,
6 recklessness, or willful misconduct of ENGINEER arising out of or from the performance of services under
7 this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or willful
8 misconduct of ENGINEER. The duty to defend shall apply whether or not ENGINEER is a party to the
9 lawsuit and shall apply whether or not ENGINEER is directly liable to the plaintiffs in the lawsuit. The duty
10 to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the negligent
11 act, error or omission at issue was caused by the sole active negligence of Indemnitees.
- 12 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or
13 circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party
14 claims.
- 15 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
16 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
17 Code sections 2782 and 2782.8.H.

18 **H. Quality Control**

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

1 **I. Value Engineering**

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

12 **J. Extra Work**

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

21 **K. Disputes**

- 22 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
23 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
24 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
25 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
26 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
27 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
28 therefore. Except for such protests or objections as are made of record in the manner specified and
29 within the time stated herein, and except for such instances where the basis of a protest could not

1 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
2 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
3 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
4 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

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

10 **L. Termination Without Cause**

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

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

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

28 **N. Insurance**

29 Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless,

1 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
2 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the
3 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
4 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
5 representatives as Additional Insureds.

6 1. Workers' Compensation:

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

12 2. Commercial General Liability:

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

20 3. Vehicle Liability:

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

26 4. Professional Liability

27 ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER'S
28 performance of work included within this Agreement, with a limit of liability of not less then \$1,000,000 per
29 occurrence and \$2,000,000 annual aggregate. If ENGINEER'S Professional Liability Insurance is written

1 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term
2 of this Agreement and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
3 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
4 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
5 Certificates of Insurance that ENGINEER has Maintained continuous coverage with the same or original
6 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

7 5. General Insurance Provisions - All lines:

- 8 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
9 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
10 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement
11 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 12 b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein.
13 If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the
14 prior written consent of the County Risk Manager before the commencement of operations under this
15 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the
16 election of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate
17 such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which
18 guarantees payment of losses and related investigations, claims administration, and defense costs
19 and expenses.
- 20 c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with
21 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
22 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
23 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
24 and all attachments thereto, showing such insurance is in full force and effect. Further, said
25 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
26 (30) days written notice shall be given to the County of Riverside prior to any material modification,
27 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
28 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
29 forthwith, unless the County of Riverside receives, prior to such effective date, another properly

1 executed original Certificate of Insurance and original copies of endorsements or certified original
2 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein
3 and the insurance required herein is in full force and effect. ENGINEER shall not commence
4 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified
5 original copies of endorsements and if requested, certified original policies of insurance including all
6 endorsements and any and all other attachments as required in this Section. An individual authorized
7 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
8 the Certificate of Insurance.

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

24 **O. Conflict of Interest**

25 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed
26 or retained to solicit or secure this contract upon an agreement or understanding for a commission,
27 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
28 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For
29 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only

1 for the value of the work actually performed, or in its discretion to deduct from the contract price or
2 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
3 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,
4 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
5 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

6 **P. Legal Compliance**

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

11 **Q. Nondiscrimination**

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

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

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

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

8 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
9 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

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

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

25 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
26 wages applicable to the work, and for holiday and overtime work, including employer payments for health
27 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
28 been determined by the Director of the California Department of Industrial Relations. These wages are
29 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

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

14 **S. Review and Inspection**

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

17 **T. Record Retention / Audits**

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

1 for termination of the contract and disallowance of prior reimbursed costs.

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

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

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

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

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

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

19 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
20 ENGINEER to any person for influencing or attempting to influence an officer or employee of any
21 state or federal agency; a Member of the State Legislature or United States Congress; an officer or
22 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
23 Congress, in connection with the awarding of any state or federal contract; the making of any state or
24 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
25 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
26 grant, loan, or cooperative agreement.

27 b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
28 influencing or attempting to influence an officer or employee of any federal agency; a Member of
29 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

1 connection with this federal contract, grant, loan, or cooperative agreement; ENGINEER shall
2 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with
3 its instructions.

- 4 2. This certification is a material representation of fact upon which reliance was placed when this transaction
5 was made or entered into. Submission of this certification is a prerequisite for making or entering into this
6 transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required
7 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
8 each such failure.
- 9 3. ENGINEER also agrees by signing this document that he or she shall require that the language of this
10 certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub
11 recipients shall certify and disclose accordingly.

12 **W. Ownership of Data**

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

16 **X. Confidentiality of Data**

- 17 1. All financial, statistical, personal, technical or other data and information which is designated confidential
18 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
19 protected by ENGINEER from unauthorized use and disclosure.
- 20 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
21 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
22 the same on any other occasion.
- 23 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including
24 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,
25 Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by
26 COUTY to attend a public hearing or respond to questions from a Legislative committee.
- 27 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
28 nondisclosure of the same.
- 29 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding

1 work performed or to be performed under this contract without prior review of the contents thereof by
2 COUNTY and receipt of COUNTY's written permission.

3 **Y. Funding Requirements**

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

12 **ARTICLE V • PERFORMANCE**

13 **A. Performance Period**

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

28 **B. Time Extensions**

- 29 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the

1 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
2 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
3 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
4 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
5 in COUNTY's judgment, their findings of fact justify such an extension of time.

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

8 **C. Reporting Progress**

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

19 **D. Evaluation of ENGINEER**

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

21 **ARTICLE VI • COMPENSATION**

22 **A. Work Authorization**

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

25 **B. Basis of Compensation**

- 26 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
27 compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by
28 reference. The total amount of the contract is not to exceed \$1,652,833 including contingency and
29 reimbursement is to be made at actual cost plus fixed fee for the following contractors:

I-10/Cherry Valley Interchange

1	• Michael Baker International, Inc.	\$ 967,034
2	• Applied Earthworks, Inc.	\$ 34,447
3	• Converse Consultants	\$ 84,442
4	• Fehr & Peers	\$ 123,034
5	• Overland Pacific & Cutler, Inc.	\$ 6,242
6	• Parsons Transportation Group, Inc.	\$ 147,709
7	• ICF	\$ 50,000
8	• Value Management Strategies, Inc.	\$ 39,714
9	• Kittelson & Associates	\$50,000
10	• Contingency (10%)	\$150,262

11 The contingency budget provided is to be held by COUNTY in reserve for unforeseen Extra Work that
12 may arise during the performance of this agreement. Contingency budget shall only be used at the
13 discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
14 PROJECT MANAGER.

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

- 17 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER
18 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or
19 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
20 such costs.
- 21 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
22 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
23 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 24 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
25 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
26 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
27 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
28 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
29 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price

1 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
2 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
3 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
4 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
5 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
6 approved in advance by COUNTY and AGENCIES.

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

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

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

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

18 **C. Progress Payments**

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

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

24 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
25 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
26 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
27 PROJECT MANAGER.

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

ARTICLE VII • GIS INFORMATION

- 1
- 2 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
- 3 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
- 4 pursuant to this contract.
- 5 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the
- 6 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
- 7 ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
- 8 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
- 9 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
- 10 ownership of COUNTY GIS information.
- 11 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
- 12 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
- 13 as described within the Scope of Services.
- 14 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
- 15 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
- 16 GIS information.
- 17 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
- 18 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
- 19 intended only as an information base and is not intended to replace any legal records. COUNTY has used
- 20 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
- 21 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
- 22 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
- 23 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
- 24 information may not be current and changes or additions to the information contained in COUNTY GIS may
- 25 not yet be reflected in COUNTY GIS.
- 26 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
- 27 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
- 28 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
- 29 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;

1 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

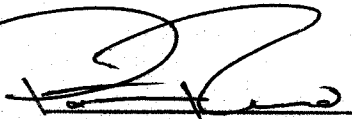
2 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
3 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
4 data and will be geographically registered using a appropriate coordinate system such as the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

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ARTICLE VIII • APPROVALS


COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 11-26-2018

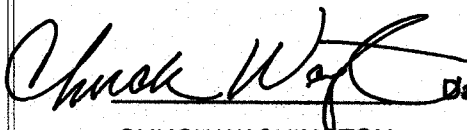
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

 Dated: 11/26/18

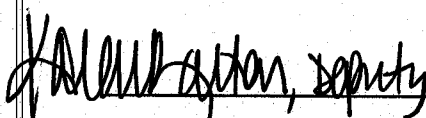
K. Valdez,
Chief Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

 Dated: DEC 11 2018

CHUCK WASHINGTON
PRINTED NAME
Chairman, Riverside County Board of Supervisors

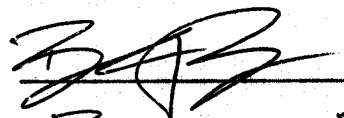
ATTEST:

 Dated: DEC 11 2018

KECIA HARPER-IHEM
Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 9/18/18

BRANDON REYES
PRINTED NAME
PROJECT MANAGER
TITLE

ENGINEER:

 Dated: 9/18/18

Darren Riegler
PRINTED NAME
Senior Vice President
TITLE

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APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

This PROJECT will reconstruct the existing interchange at Cherry Valley Boulevard and Interstate 10. The proposed improvements will address existing deficiencies and accommodate projected growth from planned development projects in the area. The Michael Baker International team (ENGINEER) shall perform professional and technical services to provide support to the COUNTY required to prepare the Environmental Document and the Project Report.

B. LOCATION

This PROJECT is located on Interstate 10 at Cherry Valley Boulevard between Calimesa Boulevard and Roberts Road in the City of Calimesa (CITY).

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
- Federal Highway Administration
- Utility Companies
- Army Corps of Engineers
- Regional Water Quality Control Board
- City of Calimesa
- 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 One Phase:

- Phase I • Preliminary Engineering & Environmental

1 Phase I will proceed upon written notice to proceed.

2 **E. STANDARDS**

3 The project report and environmental document shall be prepared in accordance with CALTRANS
4 regulations, policies, procedures, manuals and standards including compliance with Federal Highway
5 Administration (FHWA) requirements. Improvements of local roads may be prepared in accordance with
6 COUNTY or CITY standards in lieu of CALTRANS standards as directed by COUNTY. All documents shall
7 be prepared using English standards and dimensions.

8 **1. Environmental**

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

16 **2. Survey**

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

21 **3. Design**

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

25 **4. Project Files**

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

28 Items 1 through 4 are not all-inclusive but are intended only to illustrate types of sources.

29 **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	Brandon Reyes
Project Engineer	Jerusalem Verano
Environmental Lead	Alan Ashimine
QA Manager	Randy Ratzlaff
Drainage Engineer	Brian Patshcull
Traffic Engineer	Octavio Hernandez
Structures Engineer	Brad Mielke

ARTICLE AII • PHASE I PROJECT ADMINISTRATION

TASK 1.0 PROJECT MANAGEMENT

1.1.1 PROJECT ADMINISTRATION, CONTROL AND SCHEDULING

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 CITY, 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.

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

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

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

Deliverables:

- Action Item Log
- CD/DVD containing all pertinent project files in UFS format

1.1.2 PROJECT MEETINGS

Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER, the California Department of Transportation (CALTRANS) Project Manager and other representatives from affected agencies will be held at least once a month. ENGINEER will prepare and electronically distribute agendas at least two (2) working days prior to each meeting. COUNTY will lead these meetings with support from ENGINEER. ENGINEER will prepare draft meeting minutes one (1) week following the PDT meeting, and final meeting minutes will be electronically distributed to the appropriate parties within ten (10) working days after the meetings. ENGINEER will provide hardcopies of meeting agendas, which include deliverables log, action items log, and Sixty (60)-day look ahead schedule and the prior meeting's minutes, at each PDT meeting. A total of 24 PDT meetings will be attended by at least two (2) ENGINEER's team staff, including the Environmental team leader and/or subconsultants as appropriate.

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

Deliverables:

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

1.1.3 RISK MANAGEMENT

ENGINEER will update the Risk Register prepared for the PSR-PDS in accordance with CALTRANS Project Risk Management Handbook: A Scalable Approach. The project is identified as a Level 2 scalability level and requires a Risk Register with qualitative analysis. A risk assessment for the process and potential impacts to the overall project needs to be completed to identify the risk, define the probability, classify and quantify the risks, identify who or what the risk will impact, and identify the ownership of the risk.

1 ENGINEER will refer to the Project Risk Management Handbook and use the Risk Register template in
2 completing the risk register. ENGINEER shall coordinate with the COUNTY and project team members to
3 jointly develop a Risk Register that enables them to identify, assess, quantify, prepare a response to,
4 monitor, and control capital project risks with the Risk Register. A Risk Management Workshop will be held
5 at the COUNTY or at CALTRANS. The purpose of the Risk Management Workshop is for the Risk
6 Management Team (comprised of members of the PDT) to evaluate and discuss the risks identified, identify
7 additional risks, provide consensus on the scores for each risk and confirm ownership of each risk. As
8 identified in the Project Risk Management Handbook, "managing risks in a workshop environment will
9 ensure that all members of the team understand the risks and their potential impact on their functional
10 areas." ENGINEER will review the Risk Register on a quarterly, or as needed basis at PDT Meetings.

11 **Deliverables:**

- 12 • Risk Management Workshop
- 13 • Risk Register

14 **1.1.4 QUALITY CONTROL PLAN**

15 A Quality Control Plan (QCP) will be established for this PROJECT in accordance with the provision of
16 Article IV, section H of this agreement. It will be provided within one (1) month after NTP for review and
17 approval.

18 ENGINEER will maintain and implement the QCP which will identify the quality control and quality
19 assurance procedures to be implemented by the team during the preparation of all deliverables and other
20 pertinent documents relating to the PA/ED phase of the project. ENGINEER will have the QMP in effect
21 during the entire time services are being performed in performance of the contract. The QMP will identify
22 the processes and procedures to be followed whereby calculations are independently checked, documents
23 and reports are checked, corrected and back-checked, and all job-related correspondence and memoranda
24 routed and received by affected persons and then bound in appropriate job files. All calculations,
25 documents and other items submitted to project stakeholders for review, will be marked clearly as being
26 fully checked and that the preparation of the material followed the processes and procedures established
27 for the work as identified in the QCP.

28 **Deliverables:**

- 29 • Quality Management Plan

ARTICLE AIII • PHASE I PLANNING AND PROJECT DEVELOPMENT

TASK 2.0 PERFORM PRELIMINARY ENGINEERING

1.2.0 PA/ED SURVEY

To be done by COUNTY.

1.2.1 RESEARCH AND DATA GATHERING

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

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

1.2.2 PERMITS AND RIGHTS OF ENTRY

ENGINEER will submit an Encroachment Permit application to the COUNTY to be forwarded to CALTRANS to allow field staff to conduct environmental site visits, sampling and explorations within the freeway right-of-way. Concurrently, the ENGINEER will submit an encroachment permit application to the CITY to perform similar site visits stated above within the CITY's public right-of-way.

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 up to ten (10) affected parcels for I-10/Cherry Valley Boulevard 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 ten (10) parcels

1.2.3 TRAFFIC ANALYSIS

Study Area

The following study locations will be included in the PA/ED analysis:

Intersections

- Singleton/I-10 Eastbound Ramps
- Singleton/I-10 Westbound Ramps
- Cherry Valley Boulevard / Calimesa Blvd
- Cherry Valley Boulevard / I-10 Westbound Ramps
- Cherry Valley Boulevard / I-10 Eastbound Ramps
- Cherry Valley Boulevard / Roberts Road (existing westerly leg)
- Cherry Valley Boulevard / Roberts Road & Commercial Driveway
- Cherry Valley Boulevard / Desert Lawn Drive
- Oak Valley Parkway/I-10 Eastbound Ramps
- Oak Valley Parkway/I-10 Westbound Ramps

Freeway

Westbound Direction

- I-10 Merge from Singleton Road
- I-10 Mainline between Singleton Road and Cherry Valley Boulevard
- I-10 Diverge to Cherry Valley Boulevard
- I-10 Merge from Cherry Valley Boulevard
- I-10 Mainline between Cherry Valley Boulevard and Oak Valley Parkway
- I-10 Diverge to Oak Valley Parkway

Eastbound Direction

- I-10 Diverge to Oak Valley Parkway

- 1 • I-10 Mainline between Oak Valley Parkway and Cherry Valley Boulevard
- 2 • I-10 Diverge to Cherry Valley Boulevard
- 3 • I-10 Merge from Cherry Valley Boulevard
- 4 • I-10 Mainline between Cherry Valley Boulevard and Singleton Road
- 5 • I-10 Diverge to Singleton Road

6 **Data Collection**

7 ENGINEER will collect AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak period turning
8 movement counts at all study intersections plus the driveways noted above. ENGINEER will also collect a
9 vehicle classification count on the freeway overcrossing in the area to obtain vehicle fleet mix information.
10 ENGINEER will obtain new mainline counts on I-10 during both AM and PM peak hours and on a daily
11 basis using PeMS data or other CALTRANS data source. The vehicle classification for I-10 will be obtained
12 from CALTRANS' truck count database.

13 ENGINEER will collect existing traffic signal timings for study intersections from CALTRANS and the CITY.
14 ENGINEER will visit the project location and surrounding roadway network to verify existing intersection
15 control, lane configurations, traffic signal timings, and other roadway characteristics. ENGINEER will
16 observe peak hour traffic operations, vehicle queue lengths and collect travel time data for I-10 to help
17 calibrate/ validate the traffic operations models.

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

20 **Analysis Scenario**

21 This scope assumes that a No Build and three (3) Build Alternatives will be evaluated for each interchange
22 in the PA/ED. The analysis scenario during the PA/ED stage includes:

- 23 • Existing Conditions
- 24 • Opening Year (2025) Conditions – No Build Alternative
- 25 • Opening Year (2025) Conditions – Build Alternative (up to three build alternatives)
- 26 • Design Year (2045) Conditions – No Build Alternative
- 27 • Design Year (2045) Conditions – Build Alternative (up to three build alternatives)

28 **Traffic Analysis Assumptions and Methodologies**

29 ENGINEER will prepare a Draft Traffic Analysis Assumptions and Methodologies Memorandum and submit

1 to CITY and CALTRANS for one round review at the beginning of the PAVED phase. The memorandum
2 will contain a list of assumptions and recommended methodologies to use for traffic forecasting and
3 operations analysis. ENGINEER will respond to one round of written comments from COUNTY, CITY &
4 CALTRANS and prepare the Final Memorandum.

5 ***Traffic Forecasting Model Development***

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

11 Year 2025 forecasts will be estimated through linear interpolation between existing counts and Year 2045
12 forecasts.

13 ENGINEER will submit a Draft Traffic Forecasting Report to COUNTY, CITY & CALTRANS for two rounds
14 of review and written comments. ENGINEER will respond to one round of written comments and prepare
15 a Final Traffic Forecasting Report. Once approved, ENGINEER will proceed with the technical evaluation
16 of the PROJECT.

17 This scope of work assumes minimal modifications to the selected travel demand model and anticipate that
18 either the RIVTAM model or the SCAG model will be used to develop travel forecasts. If an alternative
19 model is more appropriate than those noted above, it is assumed that those models will be provided to
20 ENGINEER for use in this forecasting effort.

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

25 ***Traffic Operations Analysis***

26 ENGINEER will analyze the study intersections under AM and PM peak hour conditions using the VISSIM
27 software, consistent with what was identified in the PSR-PDS. The VISSIM simulation analysis will model
28 the effects of vehicle queues on intersection capacity more accurately than the macroscopic equations
29 provided by the Highway Capacity Manual (HCM). Peak hour factors will be based on the traffic counts.

1 Peak hour delay and level of service will be calculated for each intersection consistent with HCM analysis
2 procedures. The traffic simulation results will be based on a statistically valid set of multiple runs using
3 different random value seeds. The micro-simulation model will also be used to determine intersection
4 queuing and delay where appropriate as well as freeway density and level of service. Traffic operations
5 analysis will be conducted under existing, opening year, and design year conditions for the analysis
6 scenarios identified above.

7 A qualitative assessment of pedestrian, bicycle, and transit facilities will also be performed as part of the
8 PA/ED phase of the project to determine if either of the proposed build alternatives hinder or eliminate
9 existing or proposed bikeways, result in unsafe conditions for bicyclists or pedestrians, or cause a
10 substantial delay in service. An assessment of how each build alternative would influence safety within the
11 study area will also be performed. In addition, pedestrian delay impacts from signal timing will be assessed
12 for future year conditions.

13 ***Develop Draft and Final TOAR***

14 ENGINEER will prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and
15 findings. ENGINEER will prepare a Draft TOAR to submit to COUNTY, CITY & CALTRANS and other PDT
16 members for two rounds of review and comments. ENGINEER will submit the Final TOAR in both hard
17 copy and electronic format.

18 ***Step 2 Intersection Control Evaluation (ICE)***

19 ENGINEER will evaluate the project in accordance with CALTRANS Traffic Operations Policy Directive 13-
20 02: Intersection Control Evaluation.

21 ENGINEER will complete a Step 2 ICE assessment for any traffic control that was not screened out as part
22 of the Step 1 ICE assessment. ENGINEER will prepare a Step 2 ICE assessment and submit to
23 CALTRANS for review.

24 **Deliverables:**

- 25 • Traffic Counts
- 26 • Traffic Analysis Assumptions and Methodologies Memorandum
- 27 • Traffic Volume Report
- 28 • Traffic Operations Report
- 29 • Step 2 ICE Assessment

1.2.4 VALUE ANALYSIS

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

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

Deliverables:

- Pre-study Meeting
- Value Engineering Study Agenda
- Value Engineering Distribution List
- Five (5) day Value Engineering study
- Implementation Meeting
- Value Engineering Report

1.2.5 GEOMETRIC ALTERNATIVES ANALYSIS AND PROJECT FOOTPRINT

ENGINEER will prepare preliminary interchange design for three (3) build alternatives, including proposed lane configurations at ramp intersections, exit and entrance ramp designs, and truck turning templates at intersections at the interchanges, as appropriate. The approximate location of, retaining walls, sound walls, sidewalks, curb ramps, and line of cut/fill catch slopes will be developed for the three (3) build alternatives.

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

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

- Concept plans for the alternatives to be analyzed in the environmental document at a scale of 1 inch to 200 feet or larger (full-size hard copy and electronic file in Microstation [.dgn file extension]). The plans should clearly show the limits of work, including construction access, staging, cut and fill lines (Microstation), excess dirt disposal areas (including all areas to be disturbed by the project), BMPs, permanent easements, and temporary construction easements (TCEs). Existing and proposed

1 state, county and city right-of-way lines (Microstation) will be clearly shown on the plans, including
2 partial and full parcel acquisitions (including parcel boundaries in Microstation) (with sq ft being
3 taken from each parcel) with corresponding assessor's parcel numbers (APNs). The plans will show
4 the roadway centerline, centerline station numbers and the locations of any retaining walls
5 (Microstation). The plans will show all affected structures. The data listed above is required for the
6 build alternatives to be evaluated.

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

20 **Deliverables:**

- 21 • Geometric development for three (3) build alternatives
- 22 • 36"x48" alternative exhibit of three (3) build alternatives for presentations and meetings

23 **1.2.6 STORM WATER DATA REPORT**

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

1 **Evaluation Documentation Form**

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

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

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

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

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

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

16 **Construction Cost Information**

17 ENGINEER shall prepare a summary of construction costs included in the Preliminary Construction Cost
18 Estimate Summary associated with storm water pollution prevention.

19 After review by the COUNTY, CITY & and CALTRANS, ENGINEER shall incorporate all comments into a
20 final report.

21 ENGINEER will update the SWDR based on comments received during circulation of the DPR and in
22 accordance with the Project Planning and Design Guide. The approved SWDR will be included as an
23 attachment to the final Project Report.

24 **Deliverables:**

- 25 • Storm Water Data Report

26 **1.2.7 PRELIMINARY RIGHT OF WAY ENGINEERING**

27 ENGINEER will assess right-of-way impacts for three (3) build alternatives and prepare preliminary right of
28 way requirements maps. Right of way requirements may include the need for new right of way, permanent
29 easements, slope easement, and temporary construction easements. It is assumed that existing right of

1 way and existing centerline alignments will be provided by the COUNTY.

2 Right of Way Data Sheet will be prepared for three (3) build alternatives in accordance with CALTRANS
3 standards and procedures, including Utility Information Sheets. ENGINEER'S Sub-consultant (Overland,
4 Pacific, and Cutler, Inc.) is an approved right of way engineer, will assist in evaluating and determining cost
5 estimates for the Right of Way Data Sheets.

6 ENGINEER will secure preliminary design plans, as well as a list of impacted parcels and the square
7 footages associated with each right of way impact. ENGINEER will use this information to evaluate and
8 analyze right of way impacts, direct and indirect. Additionally, ENGINEER will review findings with the
9 Project Development Team for consensus understanding of impacted properties prior to any cost estimate
10 preparation. Because of the early phase for which these estimates will be provided, a conservative
11 approach to potential impacts will be taken and ENGINEER will work with the design staff to identify
12 potential costly right of way impacts to avoid through alternative design methods.

13 Property values for these parcels will be estimated using traditionally accepted property valuation
14 techniques for full and partial acquisitions, as well as permanent and temporary easement interests. Once
15 a general understanding of market values is arrived at and applied to the subject properties, the cost study
16 will estimate the probable values of land and any impacted improvements, as well as associated damages
17 and cost-to-cure remediation costs, if applicable. ENGINEER will then work closely with the Project
18 Development Team, securing any pertinent information (i.e. utility information sheets) to complete the latest
19 CALTRANS Right of Way Data Sheet according to the CALTRANS Right of Way Manual and all applicable
20 findings.

21 The Scope of Work necessary to complete the preliminary right of way cost estimate and corresponding
22 CALTRANS Right of Way Data Sheet for each of the design alternatives, as required by the CALTRANS
23 Right of Way Manual, is as follows:

- 24 1. Take an inventory of the affected properties. Approximately ten (10) parcels are anticipated to be
25 impacted.
- 26 2. Secure preliminary parcel information from online database sources and investigate current
27 ownerships. Utilizing this information and Assessor's Roll information, determine other valuation
28 considerations such as zoning, lot and building size, current usage, and other relevant factors.

- 1 3. Visually inspect each property (aerial and street-level views based upon Google Earth and other
2 available internet resources) and note the effects of all proposed acquisitions.
- 3 4. Sort each property into product types to determine the set of real estate data to be researched and
4 create valuation data sets for each product type.
- 5 5. Review proposed project design right of way impacts with Project Design Team for consensus prior to
6 cost estimate preparation.
- 7 6. Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and
8 temporary easement interests, including (for partial acquisitions) damages to the remaining parcel,
9 using created data sets from various real estate value databases.
- 10 7. Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-
11 residential occupant located on each property.
- 12 8. Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each
13 operating business.
- 14 9. Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering
15 each cleared site.
- 16 10. Prepare an estimate of the total services and incidental costs associated with each real estate
17 acquisition program (appraisals, acquisition and relocation ENGINEERS, title/escrow, legal services,
18 etc.).
- 19 11. Prepare the latest CALTRANS Right of Way Data Sheet according to the CALTRANS Right of Way
20 Manual.

21 Upon completion of COUNTY, CITY & CALTRANS review of the Project Report, ENGINEER shall revise
22 Right of Way Cost Estimate/CALTRANS Data Sheets if necessary for up to two (2) reviews. It is generally
23 assumed that reviews will not result in additional properties, types of acquisition, and will occur within six
24 (6) months of initial submittal.

25 **Deliverables:**

- 26 • Preliminary Right of Way Requirement Maps for three (3) build alternatives
- 27 • Right-of-way Data Sheets for three (3) build alternatives

28 **1.2.8 PRELIMINARY DRAINAGE STUDY**

29 ***Conceptual Drainage Report***

1 ENGINEER will identify drainage impacts including the relocation or realignment of adjacent channels,
2 storm drains, retention/detention/retarding basins, and determine the drainage improvements for on-site
3 and off-site drainage facilities. This will be identified in coordination with Water Quality Best Management
4 Practices and is required for each build alternative. ENGINEER will conduct field reconnaissance of the
5 project to study the existing drainage facilities. Impacts on and replacement of these facilities will be
6 analyzed and included in the cost estimate. CALTRANS drainage will be reviewed to assess the adequacy
7 of the existing systems. CALTRANS and COUNTY drainage systems will be reviewed and the impacts of
8 the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements
9 including incorporation of Water Quality Best Management practices will be reflected in the cost estimates.
10 ENGINEER will coordinate with other agencies regarding their plans for drainage improvements affecting
11 the ENGINEER.

12 On-site hydrology will be performed to identify the approximate quantity and location of the drainage inlets.
13 Because final slopes and cross falls are not developed until the PS&E phase, the existing slope and cross-
14 fall will be used to estimate the likely location of the inlets. The time of concentration will be a minimum of
15 5-minutes per the June 26, 2006 update to the Highway Design Manual (changing the minimum Tc from
16 10 minutes to 5 minutes). NOAA Atlas 14 will be used to determine the design intensities.

17 **Hydraulics Report**

18 Off-site hydrology for cross culverts and drainage features is not anticipated to be required by CALTRANS
19 for PAVED. The off-site culverts will be evaluated for condition in accordance with CALTRANS guidelines,
20 and information regarding historic flooding will be researched with the CITY and CALTRANS to accurately
21 program the probable construction costs and considerations.

22 The PAVED drainage plans will be prepared in plan view only, drainage profiles, drainage details, and
23 drainage quantities will not be prepared. The drainage plans will display the existing and proposed drainage
24 schematically with information to identify the existing pipe sizes and probable proposed pipe diameters and
25 inlet locations. Details of any special structure required in the conceptual drainage design will be provided.

26 **Deliverables:**

- 27 • Conceptual Drainage Report
- 28 • Preliminary Hydraulics Report

29 **1.2.9 UTILITY COORDINATION**

1 ENGINEER will establish communications with all utility companies and agencies known to have wet and
2 dry utilities in the vicinity. ENGINEER will obtain from the utility owners, the available as-built plans and
3 atlases for these existing facilities and proposed plans for any future changes to overhead and underground
4 lines in the area. The data including available horizontal and vertical dimensions will be used to prepare
5 22" x 34" (1"=100') base mapping of the existing and proposed wet and dry utilities within the project area.
6 ENGINEER will finalize the list of existing utilities and expected involvements with respect to the build
7 alternatives. ENGINEER will investigate the likely implications to the utility facilities as a result of the
8 proposed interchange improvements including possible utility relocation alternatives and their associated
9 timing and costs. ENGINEER will coordinate with the utility owners to confirm the impact to the utility facility
10 as a result of the proposed improvements. ENGINEER will determine the existing high and low risk
11 underground facilities per CALTRANS policy. ENGINEER will prepare the utility information sheet to be
12 included in the right of way data sheet. This will include the name of all utility companies involved, the types
13 of facilities and agreements required, determination of any existing or proposed longitudinal encroachment,
14 additional information regarding utility involvements, cost responsibility of project, and information on the
15 utility involvements. ENGINEER will update the project utility base mapping with any updated available
16 information. Utility cost estimate will be prepared for utility information sheet.

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

18 **Deliverables:**

- 19 • Preliminary Utility Cost Estimate
- 20 • Utility Information Sheets
- 21 • Utility Matrix

22 **1.2.10 PRELIMINARY MATERIALS REPORT**

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

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

1.2.11 PRELIMINARY GEOTECHNICAL DESIGN REPORT

The Preliminary Geotechnical Design 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, CALTRANS, CITY, 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

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

Task IV: Report

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

1.2.12 STRUCTURES ADVANCE PLANNING STUDIES

Based upon the review of existing information and proposed project improvements ENGINEER will prepare four (4) separate Advance Planning Studies (APS) for the following structures: 1) widening of the Cherry Valley Blvd structure over I-10, 2) replacement of the Cherry Valley Blvd structure over I-10, 3) extension

1 of the El Casco Creek Box Culvert (Br. No. 56-0370), and 4) construction of the 540-ft long retaining wall
2 along the WB on-ramp. The APS deliverables will present the most feasible structure type and cost
3 considering the existing constraints and project requirements. Bridge replacement alternatives will not be
4 included in the APS, however, a preliminary evaluation of a potential replacement option will occur. The
5 APS's will investigate and determine the preliminary structure length, width and type, structure depth, railing
6 types, including temporary rails, types of footing supports, falsework, vertical and horizontal clearances,
7 location and slopes of cuts and fills, slope paving, approach slabs, and stage construction requirements.
8 ENGINEER will coordinate with the roadway engineer on roadway issues and the geotechnical engineer
9 for bridge foundations. The APS will consist of a general plan showing the basic bridge plan, elevation,
10 profile, typical section and estimated cost summary in accordance with guidelines set forth in CALTRANS
11 Memo to Designers 1-8 and CALTRANS Office of Special Funded Projects (OSFP) Information and
12 Procedures Guide 3-2. The APS will include a Design Memo summarizing all the critical assumptions of
13 the design.

14 **Deliverables:**

- 15 • Advance Planning Studies for:
 - 16 ○ widening of Cherry Valley Boulevard Bridge over I-10;
 - 17 ○ replacement of Cherry Valley Boulevard Bridge over I-10;
 - 18 ○ extension of the El Casco Creek Box Culvert (Br. No. 56-0370); and
 - 19 ○ construction of the 540-ft long retaining wall along the WB on-ramp.

20 **1.2.13.1 ADL WORK PLAN, INVESTIGATION AND REPORT**

21 The PROJECT areas will be surveyed to evaluate for the presence of asbestos-containing materials
22 (ACMs) and lead-based paints (LBPs). If present, ACMs and LBPs will require special handling and
23 disposal.

24 Samples for suspect ACMs may include the following materials: abutment forms, cement pipes, deck
25 expansion joints, electrical insulation, geotextiles, grout, shims, textured surfaces, sealants and
26 waterproof/deck membranes. Up to twenty-four (24) bulk asbestos samples will be collected and analyzed.
27 Work will be completed by a California Division of Occupations Safety and Health Certified Asbestos
28 Consultant (CAC). Underground utilities will be located for sampling conflicts. Proposed sampling locations
29 will be marked and Underground Service Alert (USA) notified prior to sampling.

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

4 ENGINEER will collect soil samples from various depths along the abutments to evaluate presence of
5 Aerially Deposited Lead (ADL). The soil samples will be collected to a maximum depth of approximately 3-
6 feet below ground surface. Up to 60 soil sample will be submitted to a laboratory and analyzed for lead
7 content by EPA Test Method 6010. The ADL work will be completed under the supervision of a Professional
8 Geologist (PG).

9 ENGINEER will prepare a task-specific work plan (methods and means and task specific project
10 description), maps (1"= 300' or greater), and a summary of findings. A Proposed Sampling Location Map
11 with anticipated ADL, ACM's and LCB's will be prepared identifying sampling locations.

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

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

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

18 **Deliverables:**

- 19 • Sampling Workplan and Maps
- 20 • Summary Memorandum for the Asbestos/LBP Sampling and ADL Sampling

21 **1.2.14 LIFE CYCLE COST ANALYSIS FOR PAVEMENT (LCCA)**

22 ENGINEER will prepare a Life Cycle Cost Analysis. ENGINEER will utilize the current Life Cycle Cost
23 Analysis Procedures Manual, Project Development Procedures Manual (PDPM) and the Highway Design
24 Manual, (6th Edition) to prepare and document life cycle costs for pavement for review and approval by
25 CALTRANS. Four pavement alternatives will be analyzed for the project. A Methodology Memorandum will
26 be prepared for preliminary concurrence by CALTRANS and will identify the project description, proposed
27 project segments, proposed pavement alternatives, propose unit costs. Each alternative will be analyzed
28 using RealCost software provided by CALTRANS to determine the initial construction costs, project support
29 costs, future maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle costs.

1 The results of the approved LCCA will be incorporated into the development of the Materials Report.

2 **Deliverables:**

- 3 • Life Cycle Cost Analysis Methodology Memorandum
- 4 • Life-Cycle Cost Analysis Report

5 **1.2.15 PRELIMINARY TRANSPORTATION MANAGEMENT PLAN (TMP)**

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

10 **Deliverable:**

- 11 • Preliminary TMP

12 **1.2.16 GEOMETRIC APPROVAL DRAWINGS (GAD's)**

13 ENGINEER will prepare geometric approval drawings (GAD) at a scale of 1" = 100' in accordance with
14 CALTRANS plan preparation criteria for GAD for the preferred build alternative for the I-10/Cherry Valley
15 Boulevard Interchange. The GAD will include existing topographic and planimetric mapping, approximate
16 right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections. ENGINEER
17 will design roadway geometry including horizontal and vertical geometry for ramps, connectors and cross
18 streets, including profile and superelevation diagrams. Conceptual grading utilizing 2:1 or 4:1 slopes will
19 be developed to establish preliminary right-of-way limits. Typical cross sections will be prepared to illustrate
20 lane and shoulders in the lane configurations and other basic cross-sectional data.

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

28 The drawings will reflect CALTRANS standards and criteria for freeway facilities and COUNTY standards
29 and criteria for local facilities.

Deliverables:

- Geometric Approval Drawings
- Truck Turning Template Exhibits
- Corner Sight Distance Exhibits
- Completed DIB 78 Checklist

1.2.17 DESIGN STANDARD DECISION DOCUMENTATION

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 82-06 (Pedestrian Accessibility Guidelines for Highway Projects) for the I-10/Cherry Valley Boulevard Interchange. Decision Documents shall be developed to document reduced standard features within the preferred alternative. Decision Documents 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) Boldface and up to five (5) Underlined standard design exceptions.

Exceptions to design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Design Standard Decision Documents. Fact Sheets shall be prepared in conformance with PDPM Chap 21.

Deliverables:

- Design Standard Decision Documents

TASK 3.0 PREPARE DRAFT PROJECT REPORT

1.3.1 COST ESTIMATES FOR ALTERNATIVES

ENGINEER will prepare cost estimates for the three (3) build alternatives for I-10/Cherry Valley Boulevard to be analyzed in the Project Report. Project Report level cost estimates shall be prepared based on the preliminary engineering plans and in conformance with the 11-Page Preliminary Cost Estimate Template per the CALTRANS Cost Estimating website.

Deliverables:

- Cost Estimates for three (3) build alternatives

1.3.2 GEOMETRIC PLANS FOR PROJECT ALTERNATIVES

ENGINEER will prepare geometric plans at 1"=100' scale for three (3) build alternatives and will be included

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

7 Two (2) geometric workshops are anticipated for the three (3) build alternatives.

8 The following geometric plans will be prepared for each of the three (3) build alternatives:

9 Plan Sheet Type	Number of Sheets	Format/Scale
10 Typical Section	2	11x17/No Scale
11 Key Map	1	11x17/No Scale
12 Layout Sheets	6	11x17/50 Scale
13 Profile Sheets	10	11x17/50 Scale

14 **Deliverable:**

- 15 • Cut sheets for DPR for three (3) build alternatives

16 **1.3.4 DRAFT PROJECT REPORT**

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

23 **Deliverable:**

- 24 • Draft Project Report

25 **1.3.5 MODIFIED ACCESS REPORT**

26 ENGINEER will prepare a Modified Access Report (MAR) for the proposed project in accordance with
 27 FHWA policy regarding modified access to interstate highway facilities. A focus meeting with CALTRANS
 28 and an FHWA representative is anticipated prior to submittal of first draft of the MAR. The MAR will be
 29 submitted to FHWA as a stand-alone report and will address the eight-points for modified access

1 justification. This report will be submitted independent of the Project Report for a Finding of Acceptability
2 and Final Approval after completion of the final Project Report.

3 **Deliverables:**

- 4 • Draft Modified Access Report
- 5 • Final Modified Access Report

6 **TASK 4.0 PERFORM PRELIMINARY ENVIRONMENTAL STUDIES**

7 **1.4.1 NOISE STUDY (NSR)**

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

13 ENGINEER shall prepare a noise technical study evaluating the noise impacts and potential noise
14 abatement/mitigation measures, if any, associated with the proposed project. Because federal and
15 CALTRANS oversight is involved, the report shall be prepared in accordance with procedures specified by
16 FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the CALTRANS
17 Traffic Noise Analysis Protocol (Protocol). ENGINEER shall conduct a site visit to identify noise sensitive
18 land uses and other features of the project area relevant to the noise study. Preliminary review of the project
19 area indicates that land uses in the project area are either agricultural or commercial. Prior to conducting
20 existing noise measurements, ENGINEER will obtain right-of-entry from the property owner where the noise
21 measurement will be conducted. ENGINEER shall conduct a field noise study to quantify and assess
22 existing noise conditions at the noise-sensitive areas described above. Sound-level data shall be collected
23 over a 10 to 15-minute period at 6 locations throughout the day. In addition, continuous 24-hour noise
24 monitoring shall be conducted at one location. ENGINEER shall conduct traffic noise modeling related to
25 the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided
26 by the project traffic engineer. TNM shall be used to model worst-noise-hour noise conditions at selected
27 receiver locations under existing conditions and design-year conditions with and without the proposed
28 project. Traffic noise impacts of the proposed project under 23CFR772 shall be assessed by determining if
29 implementation of the project is projected to result in traffic noise levels under design-year conditions that

1 approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to
2 result in a substantial increase in noise at noise-sensitive uses. ENGINEER shall prepare a noise study
3 report addressing the requirements of 23CFR772 in accordance with guidance in the Protocol and following
4 the noise analysis report format outline in the CALTRANS Technical Noise Supplement (TeNS). After
5 review by the COUNTY and CALTRANS, ENGINEER shall incorporate comments into a final report.

6 **Deliverables:**

- 7 • Noise Study Work Plan
- 8 • Noise Study

9 **1.4.2 AIR QUALITY STUDY (AQA)**

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

1 methodology used to estimate air emissions will be developed prior to analysis.

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

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

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

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

28 **Deliverable:**

- 29 • Air Quality Report

- PM10/PM2.5 documentation for TCWG meeting
- PM10/PM2.5 Hot Spot Analysis
- Air Quality Conformity Analysis Report

1.4.3 VISUAL IMPACT ASSESSMENT (VIA)

ENGINEER will prepare an Abbreviated Visual Impact Assessment (VIA) for the proposed project as identified in the approved Preliminary Environmental Analysis Report (PEAR). Pursuant to the CALTRANS' SER, ENGINEER will provide the Abbreviated VIA consistent with the guidelines set forth by the FHWA Visual Impact Assessment for Highway Projects Guidelines. The Memorandum will be prepared consistent with the current CALTRANS Landscape Architecture Program's recommended Annotated Outline.

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

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

Deliverables:

- Abbreviated VIA

1.4.4 PHASE I INITIAL SITE ASSESSMENT (ISA)

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

The goal of a Phase I ISA is to evaluate site history, existing observable conditions, current site use, and current and former uses of surrounding properties to identify the potential presence of recognized environmental conditions (RECs) associated with the subject site. RECs are defined in the ASTM E 1527-

1 13 Standard as "the presence or likely presence of any hazardous substances or petroleum products in,
2 on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release
3 to the environment; or (3) under conditions that pose a material threat of a future release to the
4 environment." De minimis conditions are not RECs. This Phase I ISA is not intended to provide specific
5 qualitative or quantitative information as to the actual presence of hazardous substances at the subject site,
6 but is to merely identify the potential presence based on available information.

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

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

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

25 The scope of work will be performed in accordance with the standards and practices set forth in 40 CFR
26 Part 312, and consistent with the ASTM E 1527-13 Standard Practice for Phase I ESAs. The following list
27 of "additional issues" are non-scope considerations outside of the ASTM Phase I practice: asbestos-
28 containing materials (ACMs) sampling, radon sampling, lead-based paints (LBPs) sampling, lead in drinking
29 water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and

1 safety, ecological resources, endangered species, indoor air quality, bio-agents, and mold. Assessment of
2 these items are not included in the proposed scope of work.

3 Current data in the approved Phase I ISA (database info, interviews, site visit, etc) are accurate for six (6)
4 months from approval of the deliverable. Historical data is accurate for one (1) year from approval of the
5 deliverable. One (1) Phase I ISA update memorandum is anticipated prior to approval of the Draft
6 Environmental Document and assumes that conditions identified in the approved Phase I ISA have not
7 changed.

8 **Deliverable:**

- 9 • Phase I ISA

10 **1.4.5 WATER QUALITY SCOPING QUESTIONNAIRE**

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

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

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

28 **Deliverables:**

- 29 • Water Quality Scoping Questionnaire

1.4.6 COMMUNITY IMPACT ASSESSMENT (CIA) MEMORANDUM

ENGINEER will prepare a CIA Memorandum, consistent with the conclusions of the approved PEAR. As outlined in the CALTRANS Community Impact Assessment template, a CIA Memorandum to document the community issues and resources of concern in the project area. The CIA Memorandum will address the resources, impacts, and any project measures to reduce impacts. The CIA Memorandum will be based upon the CALTRANS-approved memorandum template as required under the SER.

Deliverables:

- CIA Memorandum

1.4.7 BIOLOGICAL STUDIES***Natural Environment Study – Minimal Impacts (NES-MI)***

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

ENGINEER will prepare a NES-MI report that will include a description of the field methods used and the results of the biological evaluation of the BSA. The NES-MI report will be prepared with the results from the habitat assessment/field investigation that will characterize existing site conditions and identify special-status habitats and/or species (including State, federally, and Multiple Species Habitat Conservation Plan (MSHCP) listed species) potentially occurring within the project boundaries that could pose a constraint to development. The NES-MI will also include a MSHCP Consistency Analysis to demonstrate the Project's consistency with the MSHCP.

Literature Review

ENGINEER will review all technical survey reports and regulatory approvals previously prepared for the project, and any data for the site to determine which special-status biological resources are likely to occur on or within the general vicinity of each basin, if available. A database search of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding special-status biological resources known to occur in the region and vicinity of the site will be conducted. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs as appropriate to define the habitat

1 requirements for special-status species potentially occurring on-site. ENGINEER will focus its field
2 investigation on those biological resources and habitats known to occur or that have the potential to occur
3 within the vicinity of the BSA.

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

10 Habitat Assessment/Field Investigation

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

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

27 Natural Environment Study – Minimal Impacts Report

28 A NES-MI report will be prepared with the results from the habitat assessment, delineation of State and
29 federal jurisdictional waters, and any focused surveys conducted for the project. These technical reports

1 will be included as appendices to the NES-MI. The NES-MI will document all plant and wildlife species, all
2 habitats occurring on-site, the site's potential to support any special-status species and the limits of the
3 BSA. The report will include a map of the plant communities and limits of jurisdiction of the Whitewater
4 River occurring within the BSA and their respective acreages. The report will include a brief analysis of
5 project impacts to biological resources (i.e., jurisdictional waters, burrowing owl), suggestions for further
6 studies that may be needed prior to development, and mitigation measures, if necessary. This report will
7 also address all MSHCP requirements for the proposed project, and if required, an equivalency analysis
8 will be included in the report that will review proposed conservation measures to demonstrate that the
9 proposed Project complies with the conservation goals of the MSHCP. The report will be sufficient to
10 make the appropriate consistency determination for compliance with the MSHCP, and to allow
11 CALTRANS to make the appropriate impact/mitigation determinations under the National Environmental
12 Policy Act (NEPA) and California Environmental Quality Act (CEQA).

13 ***Jurisdictional Delineation (JD) Report***

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

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

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

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

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

7 Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Site Plans (or aerial);
8 4) On-Site Photographs; and, 5) Jurisdictional Map. This task includes time for Geographic Information
9 Systems (GIS) analysis associated with the delineation map. The delineation map will be a scale of 1"=
10 300' or greater and will consist of an aerial photograph. Drainages will be overlaid on the aerial
11 photograph and each agency's jurisdiction will be identified by width and length.

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

13 **Deliverables:**

- 14 • NES-MI
- 15 • Jurisdictional Delineation Report

16 **1.4.8 CULTURAL AND PALEONTOLOGICAL RESOURCE STUDIES (HSR, HRER, HPSR, PIR/PER)**

17 ***Cultural and Paleontological Resources Inventory***

18 ENGINEER will utilize the previous archaeological literature and records search (dated September 19,
19 2017) at the Eastern Information Center (EIC), housed at the University of California, Riverside that was
20 utilized to support the approved PEAR. ENGINEER will also inspect any historical documents, USGS
21 survey plats, and Government Land Office (GLO) plats that depict the PROJECT area.

22 ENGINEER will utilize the museum records search dated September 14, 2017 that was created to support
23 the approved PEAR. In addition, the PROJECT area will be placed on the Riverside County's
24 Paleontological Sensitivity Map to determine whether or not it overlies areas of high, low, or undetermined
25 sensitivity.

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

29 It is assumed that no significant fossils will be discovered on the surface of the PROJECT area during the

1 course of the fieldwork and no excavation of or collecting fossil specimens is included in the current scope.

2 ***Native American Coordination***

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

7 ENGINEER will provide Assembly Bill 52 (AB 52) and Section 106 Consultation assistance to CALTRANS.

8 ENGINEER will prepare the AB 52 and Section 106 notification letter on behalf of CALTRANS. ENGINEER
9 will assist in such tasks as attendance at two meetings, and participating in conference calls.

10 ***Cultural and Paleontological Resource Field Survey***

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

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

20 It is anticipated that no archaeological resources will be identified in the PROJECT APE that require
21 documentation or evaluation. ENGINEER is aware of three known built environment resources located
22 directly adjacent to the PROJECT APE. It is assumed that three known built environment resources will
23 require documentation and impact assessments. The resource will be assessed using significance
24 criteria as set forth in the California Register of Historical Resources and the National Register of Historic
25 Places to provide sufficient data to characterize the current status of the identified resources, to formally
26 document known resource boundaries in relation to the PROJECT APE, to provide an evaluation of the
27 resource's significance and research potential, and to develop appropriate mitigation measures.

28 The paleontological resource survey will entail a visual inspection of the ground surface for exposed fossils
29 and evaluation of geologic exposures for their potential to contain preserved fossil material at the

1 subsurface. The survey will entail both a pedestrian walkover and a reconnaissance-level survey of the
2 surrounding area. It is assumed that no significant fossils will be discovered on the surface of the project
3 area during the course of the fieldwork and no excavation of or collecting fossil specimens is included in
4 the current scope.

5 **Report Preparation**

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

9 ENGINEER will prepare a Paleontological Identification Report/Paleontological Evaluation Report
10 (PIR/PER) to document the findings and to provide project-specific recommendations. The report will
11 include a GIS map depicting areas where further mitigation is recommended, such as construction
12 monitoring. All paleontological work will be conducted in accordance to the guidelines set for by the Society
13 of Vertebrate Paleontology and will satisfy the requirements of the California Environmental Quality Act.
14 The report will also comply with Chapter 8 of CALTRANS SER.

15 **Deliverables:**

- 16 • Area of Potential Effects / Study Area Map
- 17 • Archaeological Survey Report
- 18 • Historic Resources Evaluation Report
- 19 • Historic Properties Survey Report
- 20 • Paleontological Identification Report/Paleontological Evaluation Report

21 **1.4.9 LOCATION HYDRAULICS STUDY & SUMMARY FLOODPLAIN ENCROACHMENT REPORT**

22 ENGINEER will evaluate historical flooding records, such as aerial photographs and high watermarks
23 covering a span of several years. A preliminary hydraulic analysis will be conducted to estimate the size
24 and cost of needed cross-culverts and/or bridges for the build alternatives. The findings from this drainage
25 study will be documented in a Location Hydraulic Study. The report will address issues on the build
26 alternatives that will be included in the draft environmental document.

27 ENGINEER will prepare a Summary Floodplain Encroachment Report based on Location Hydraulic Study
28 in support of the Environmental Document and Project Report. This scope of work assumes that the
29 proposed alternative will not cause a significant floodplain encroachment as defined by 23 CFR 650.105

1 and is not inconsistent with the existing watershed and floodplain management programs. This scope also
2 assumes the Location Hydraulic Study will contain the requisite information for three (3) build alternatives
3 as described in Chapter 17 of the SER and 23 CFR 650A, Section 650.111 (b) (c). The technical
4 memorandum will discuss potential impacts for three (3) build alternatives and recommend mitigation
5 measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values,
6 access interruption, and the community floodplain development plan.

7 **Deliverables:**

- 8 • Location Hydraulic Study
- 9 • Summary Floodplain Encroachment Report

10
11 **TASK 5.0 DRAFT ENVIRONMENTAL DOCUMENT**

12 **1.5.1 PREPARE DRAFT ENVIRONMENTAL DOCUMENT**

13 ENGINEER will prepare a joint IS/routine EA (IS/EA), leading to issuance of a Mitigated Negative
14 Declaration/Finding of No Significant Impact, respectively, utilizing the current IS/EA Annotated Outline
15 included on CALTRANS' Standard Environmental Reference (SER); in accordance with CALTRANS' SER,
16 Volume 1, Chapter 37 (Preparing and Processing Joint NEPA/CEQA Documentation); and pursuant to
17 FHWA's Technical Advisory T6640.8A [Guidance on Preparing and Processing Environmental and Section
18 4(f) Documents].

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

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

26 Preparation of the Environmental Document will conform to CALTRANS' Environmental Document Quality
27 Control Program. In accordance with that program, review of the Draft Environmental Document will be
28 conducted in the following five-step process prior to public circulation: (1.) CALTRANS Resource/Technical
29 Specialist Review; (2.) CALTRANS Internal Peer Review; (3.) CALTRANS Supervisor Review; (4.)

1 CALTRANS Technical Editor Review; and (5.) NEPA Quality Control Review. Also in accordance with
2 CALTRANS' Environmental Document Quality Control Program, each submittal of the Draft Environmental
3 Document will be accompanied by a completed Environmental Document Review Checklist and External
4 Certifications Environmental Document Quality Control Reviews Form; submittal of the referenced form
5 testifies to the adequacy of the environmental documentation prepared by the local agency and its
6 representatives.

7 It is assumed that CALTRANS will issue no more than three rounds of comments on the Draft Environmental
8 Document prior to its approval for public circulation. This scope of work assumes that no more three (3)
9 full-day comment resolution workshop meetings will be conducted at CALTRANS to resolve comments on
10 the Draft Environmental Document prior to public circulation. This scope of work does not include submittal
11 of the Draft Environmental Document to any agencies for review, with exception of the COUNTY, CITY,
12 and CALTRANS.

13 **Deliverables:**

- 14 • Preliminary Administrative Draft IS/EA, including Environmental Document Review Checklist
- 15 • Administrative Draft IS/EA, including Environmental Document Review Checklist
- 16 • Revised Draft IS/EA, including External Quality Control Certification Form(s) and Environmental
17 Document Review Checklist
- 18 • Revised/Final Draft IS/EA, including Environmental Document Review Checklist

19 **1.5.2 PUBLIC CIRCULATION OF DRAFT ENVIRONMENTAL DOCUMENT**

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

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

29 It is assumed that all filing and noticing fees will be paid by the COUNTY, and all newspaper advertisements

1 noticing the availability of the Draft IS/EA for public review will be placed by and paid for by the COUNTY.
2 It is assumed that the ENGINEER will mail the NOA/NOI to agencies, property owners, and other interested
3 parties, as directed by the COUNTY and CALTRANS.

4 **Deliverables:**

- 5 • NOC and Summary Form
- 6 • 15 CDs to include electronic PDF copies of the Draft IS/EA
- 7 • 10 hardcopies of the Draft IS/EA
- 8 • NOA/NOI

9 **1.5.3 PUBLIC OUTREACH & MEETINGS**

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

13 A public information meeting/public hearing will be conducted during the 30-day Draft IS/EA public review
14 period.

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

18 ENGINEER will provide a City Council briefing for the CITY. ENGINEER will prepare a video simulation
19 and/or renderings of the proposed interchange. Up to three (3) alternatives will be modeled in the video
20 simulation and/or renderings.

21 **Deliverables:**

- 22 • Distribution list for mailing of public notice
- 23 • Newspaper notice (English and Spanish)
- 24 • Exhibits and boards for public meeting/hearing (up to eight (8))
- 25 • Record of Public Hearing
- 26 • Video Simulation/Renderings

27 **1.5.4 RESPONSES TO COMMENTS ON DRAFT ENVIRONMENTAL DOCUMENT**

28 Following the public review period for the Draft Environmental Document, ENGINEER will prepare
29 responses to agency and public comments received on the Draft Environmental Document. The scope and

1 extent of public and agency review comments on the Draft Environmental Document cannot be determined
2 before their receipt. ENGINEER will prepare responses to comments received on the Draft Environmental
3 Document for CALTRAN's review and prior to incorporation in the Final Environmental Document. The
4 responses to comments will be included as an appendix to the Final Environmental Document.

5 It is assumed that none of the comments received on the Draft Environmental Document will require
6 additional technical analysis for inclusion in the Final Environmental Document.

7 **Deliverables:**

- 8 • Responses to Comments

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

10 **1.6.1 UPDATE DRAFT PROJECT REPORT**

11 After circulation of the Draft ED and concurrent with the preparation of the Final ED, ENGINEER shall
12 prepare a final PR which includes any recommendations based on public input on the Draft Environmental
13 Document and concurrence by the PDT

14 **Deliverable:**

- 15 • Project Report

16 **1.6.2 FINAL ENVIRONMENTAL DOCUMENT**

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

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

1 Document Quality Control Reviews Form.

2 Pursuant to CEQA Guidelines Section 15094, ENGINEER will prepare a Notice of Determination (NOD) for
3 review and approval by CALTRANS – the NOD must be signed by the CALTRANS District Environmental
4 Branch Chief. The NOD will be submitted to the State Clearinghouse within five working days of CALTRANS
5 approving the Final Environmental Document. Filing of the NOD with the State Clearinghouse initiates the
6 30-day statute of limitations on court challenges to the approval under CEQA.

7 This scope of work assumes that no more than three (3) full-day comment resolution workshop meetings
8 will be conducted at CALTRANS District 8 to resolve comments on the Final Environmental Document prior
9 to public circulation. This scope of work does not include submittal of the Final Environmental Document to
10 any agencies for review, with exception of the COUNTY, CITY, and CALTRANS. The COUNTY/CITY will
11 provide the check (filing fee) to cover California Department of Fish and Wildlife fees that will be required
12 to file the NOD with the State Clearinghouse.

13 **Deliverables:**

- 14 • Preliminary Administrative Final IS/EA including Environmental Document Review Checklist
- 15 • Administrative Final IS/EA including Environmental Document Review Checklist
- 16 • Revised Final IS/EA including External Quality Control Certification Form(s) and Environmental
17 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 December 4, 2020, unless extended by supplemental agreement.

A. PHASES

The Schedule is represented by the following phase:

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.

Task Name	Start	Finish	2018				2019				2020							
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Notice to Proceed	Wed 12/5/18	Wed 12/5/18																
Phase 1 - Preliminary Engineering & Environmental	Thu 12/6/18	Fri 12/4/20																

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..... 44.06%

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance

and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS..... 99.32%

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 143.38%

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

- 1. The Total Fixed Fee payable to the ENGINEER is \$967,034 (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	\$0.55	Mile
Reproductions	\$15,000	Lump Sum
Postage/Mailing	\$1,000	Lump Sum
Video Simulation/Renderings	\$18,500	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

Project Manager	\$50.00 - \$100.00
Project Engineer	\$45.00 - \$100.00
Senior/Structural Engineer	\$50.00 - \$110.00
Associate Engineer	\$35.00 - \$55.00
Assistant Engineer	\$25.00 - \$40.00

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2	Senior Environmental Planner	\$40.00 - \$80.00
3	Associate Environmental Planner	\$35.00 - \$55.00
4	Environmental Planner	\$20.00 - \$40.00
5	Senior CAD/Detailer	\$40.00 - \$60.00
6	Engineering Technician	\$20.00 - \$40.00
7	Clerical/Administrative	\$15.00 - \$40.00
8		
9		

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

12 **ARTICLE CIII • INVOICING**

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

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

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

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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 \$1,652,883 (including a \$150,262 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/Cherry Valley Interchange Project Fee Proposal Summary

November 7, 2018

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
Michael Baker International, Inc. Prime	\$ 967,033.84				\$ 967,034
Applied Earthworks, Inc. Cultural	\$ 34,446.52				\$ 34,447
Converse Consultants Geotechnical	\$ 84,441.68				\$ 84,442
Fehr & Peers Traffic	\$ 123,033.88				\$ 123,034
OPC Right of Way	\$ 6,241.51				\$ 6,242
ICF Environmental	\$ 50,000.00				\$ 50,000
Value Management Strategies, Inc. Value Engineering	\$ 39,714.41				\$ 39,714
Kittelson & Associates	\$ 50,000.00				\$ 50,000
Parsons Transportation Group, Inc.	\$ 147,709.08				\$ 147,709
TOTAL	\$ 1,502,620.92				\$ 1,502,621
					w/ 10% Contingency \$ 1,652,883

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/Cherry Valley Interchange Project		DATE: November 7, 2018

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Project Manager	674	@	\$72.50	\$48,865.00
	Environmental Lead	198	@	\$71.50	\$14,157.00
	Structural Engineer	40	@	\$105.93	\$4,237.20
	Technical Manager	62	@	\$81.30	\$5,040.60
	Senior Engineer	182	@	\$60.11	\$10,940.02
	Project Engineer	1,004	@	\$54.00	\$54,216.00
	Landscape Architect			\$59.56	
	Biologist	170	@	\$52.99	\$9,008.30
	Environmental Specialist	600	@	\$48.56	\$29,136.00
	Design Engineer	428	@	\$44.00	\$18,832.00
	Environmental Analyst	1,044	@	\$43.50	\$45,414.00
	Designer/Planner	152	@	\$41.60	\$6,323.20
	GIS Analyst			\$38.56	
	Utility Coordinator	138	@	\$36.72	\$5,067.36
	Design Technician	710	@	\$40.01	\$28,407.10
	Asst. Engineer/Planner	1,413	@	\$35.24	\$49,794.12
	Project Controls	88	@	\$28.03	\$2,466.64
	Administrative	188	@	\$27.03	\$5,081.64
	Office Support/Clerical	32	@	\$25.00	\$800.00
		TOTAL HOURS:		7,123	TOTAL AMOUNT: \$337,786.18

MULTIPLIERS

ESCALATION @	3.00%	(of Direct Labor)	\$10,133.59
OVERHEAD @	99.32%	(of Direct Labor + Escalation)	\$345,553.91
PAYROLL ADDITIVES @	44.06%	(of Direct Labor + Escalation)	\$153,293.45
PROFIT (FIXED FEE)	10.0%		\$84,676.71
			TOTAL MULTIPLIERS: \$593,657.66

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage/Travel	2000	Mi	@ \$0.55	\$1,090.00
Reproductions	1	LS	@ \$15,000.00	\$15,000.00
Postage/Mailing	1	LS	@ \$1,000.00	\$1,000.00
Outreach Video Simulation	1	LS	@ \$18,500.00	\$18,500.00
				TOTAL ODC'S: \$35,590.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Applied Earthworks, Inc.	\$13,544.06	\$20,275.46	\$627.00	\$34,446.52
Converse Consultants	\$25,607.52	\$58,607.16	\$227.00	\$84,441.68
Fehr & Peers	\$39,567.10	\$80,576.03	\$2,890.75	\$123,033.88
OPC	\$2,143.76	\$3,989.75	\$108.00	\$6,241.51
ICF	\$16,264.27	\$33,436.09	\$299.65	\$50,000.00
Value Management Strategies, Inc.	\$13,100.16	\$21,301.25	\$5,313.00	\$39,714.41
Kittelson & Associates	\$14,684.98	\$35,276.11	\$38.91	\$50,000.00
Parsons Transportation Group, Inc.	\$60,240.00	\$87,469.08		\$147,709.08
TOTAL SUBCONSULTANT SERVICES:				\$535,587.08

TOTAL \$1,502,620.92

MANHOUR WORKSHEET

COMPANY: Michael Baker International, Inc.	SCOPE OF WORK: Manhour Summary	PHASE: All Phases
PROJECT: I-10/Cherry Valley Interchange Project		DATE: November 7, 2018

TASK	PROJECT MANAGER	ENVIRONMENTAL LEAD	STRUCTURAL ENGINEER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	LANDSCAPE ARCHITECT	BIOLOGIST	ENVIRONMENTAL SPECIALIST	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	DESIGNER/PLANNER	GIS ANALYST	UTILITY COORDINATOR	HOURLY RATE	HOURLY RATE
	\$194.10	\$191.42	\$283.59	\$217.65	\$160.93	\$144.57	\$159.45	\$141.86	\$130.00	\$117.80	\$116.46	\$111.37	\$103.23	\$98.31		
PHASE TOTALS	674	198	40	62	182	1,004		170	600	428	1,044	152		138	4,692	7,123
PHASE I	674	198	40	62	182	1,004		170	600	428	1,044	152		138	4,692	7,123
PHASE II																
PHASE III																
PHASE IV																

TASK	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS	ADMINISTRATIVE	OFFICE SUPPORT/CLERICAL	HOURLY RATE	HOURLY RATE
	\$107.11	\$94.34	\$75.04	\$72.36	\$66.93		
PHASE TOTALS	710	1,413	88	188	32		2,431
PHASE I	710	1,413	88	188	32		2,431
PHASE II							
PHASE III							
PHASE IV							

MANHOUR WORKSHEET

COMPANY: Michael Baker International, Inc.	SCOPE OF WORK: Preliminary Engineering & Environmental	PHASE: Phase I
PROJECT: I-10/Cherry Valley Interchange Project	DATE: November 7, 2018	

	PROJECT MANAGER	ENVIRONMENTAL LEAD	STRUCTURAL ENGINEER	TECHNICAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	LANDSCAPE ARCHITECT	BIOLOGIST	ENVIRONMENTAL SPECIALIST	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	DESIGNER/PLANNER	GIS ANALYST	UTILITY COORDINATOR	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS	ADMINISTRATIVE	OFFICE SUPPORT/GENERAL	HOURS	COST
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Total Manhours	674	198	40	62	182	1,004	170	600	428	1,044	152	138	710	1,413	88	188	32				7,123
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	\$194	\$191	\$284	\$216	\$161	\$145	\$159	\$142	\$130	\$118	\$116	\$111	\$103	\$98	\$107	\$94	\$75	\$72	\$67	HOURS	COST
1.1 Project Management																					
1.1.1 Project Administration, Control and Scheduling	80					80											88	40		288	\$ 36,591
1.1.2 Project Meetings	80		4	8		40			40				48	16				48		284	\$ 38,804
1.1.3 Risk Management	20				8				8					16						52	\$ 7,695
1.1.4 Quality Control Plan	20				20															40	\$ 7,100
1.2 Perform Preliminary Engineering																					
1.2.0 PA/ED Survey (County)																					
1.2.1 Research and Data Gathering	12		4	12		20		4	8				8	20	24					112	\$ 15,622
1.2.2 Permits and Right of Entry	16					40		40							30					126	\$ 17,393
1.2.3 Traffic Analysis	20					8					8			20	24					80	\$ 10,336
1.2.4 Value Analysis	32				40	20			14						20				8	134	\$ 19,611
1.2.5 Geometric Alternatives Analysis and Project Footprint	36				20	32					32			60	60					240	\$ 30,483
1.2.6 Storm Water Data Report																					
1.2.7 Preliminary Right of Way Engineering	8				16						8			16	12					60	\$ 7,864
1.2.8 Preliminary Drainage Study																					
1.2.8.1 Preliminary Hydraulic Study																					
1.2.9 Utility Coordination	14				14	40								82	72					222	\$ 25,607
1.2.10 Preliminary Materials Report																					
1.2.11 Preliminary Geotechnical Design Report																					
1.2.12 Structures Advanced Planning Study			32		72	108							88							300	\$ 46,076
1.2.13 Structures Preliminary Geotechnical Report (SPGR)																					
1.2.13.1 ADL Work Plan, Investigation and Report																					
1.2.14 Life Cycle Cost Analysis for Pavement (LCCA)	40					54			46		16			100	24					280	\$ 35,747
1.2.15 Preliminary Transportation Management Plan (TMP)	20					40								20						80	\$ 11,807
1.2.16 Geometric Approval Drawings (GAD's)	40				160				80					80	85					445	\$ 56,907
1.2.17 Fact Sheets for Design Exceptions	40			40		40			20					80	80					300	\$ 40,725
1.3 Prepare Draft Project Report																					
1.3.1 Cost Estimates for Alternatives	16			2		18			20					32	32					120	\$ 14,946
1.3.2 Geometric Plans for Project Alternatives	28					60			40					80	80				24	312	\$ 36,544
1.3.4 Draft Project Report	60					120			112					130	130					552	\$ 68,377
1.3.5 Modified Access Report	32					40			40											112	\$ 16,706
1.4 Perform Preliminary Environmental Studies																					
1.4.1 Noise Study (NSR)		4							90		130									224	\$ 27,605
1.4.2 Air Quality Study (AQA)		4							60		110									174	\$ 21,376
1.4.3 Visual Impact Assessment (VIA)		2							32		54									88	\$ 10,832
1.4.4 Phase I Initial site Assessment (ISA)		4							24		40									68	\$ 8,544
1.4.5 Water Quality Scoping Questionnaire																					
1.4.6 Community Impact Assessment (CIA)		2							40		80									122	\$ 14,900
1.4.7 Biological Studies (NES-MI)		2						130												132	\$ 18,825
1.4.8 Cultural Resource Studies (HSR, HRER, HPSR)																					
1.4.8.1 Paleontological Resorce Studies (PIR/PER)																					
1.4.9 Location Hydraulic Study																					
Summary Flood Plain Encroachment Report																					
1.5 Draft Environmental Document																					
1.5.1 Prepare Draft Environmental Document	8	80				8			170		280				360	30				936	\$ 108,866
1.5.2 Public Circulation of Draft Environmental Document	4	20							40		90				120	30				304	\$ 33,778
1.5.3 Public Outreach & Meetings	20	24				20			30		50									144	\$ 21,090
1.5.4 Responses to Comments on Draft Environmental Document	4	26				4			40		60				40	20				194	\$ 23,740
1.6 Approved Project Report and Final Environmental Document																					
1.6.1 Update Draft Project Report	20					40					20			40	40					160	\$ 20,052
1.6.2 Final Environmental Document	4	30				4			70		130				180	20				438	\$ 49,766

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Applied Earthworks, Inc.	SCOPE OF WORK: Cultural	PHASE: All Phases
PROJECT: I-10/Cherry Valley Interchange Improvements		DATE: March 22, 2018

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	
Barry Price	Managing Principal	2	@	\$78.01	\$156.02
Amy Ollendorf	Principal Archaeologist	22	@	\$75.46	\$1,660.12
Diane Douglas	Principal Paleontologist	12	@	\$56.65	\$679.80
M. Colleen Hamilton	Senior Architectural Historian	38	@	\$52.43	\$1,992.34
Joan George	Associate Archaeologist/Project Manager	85	@	\$35.30	\$3,000.50
Scott Rohlfs	Associate Paleontologist	40	@	\$31.99	\$1,279.60
Annie McCausland	Associate Architectural Historian	86	@	\$34.13	\$2,935.18
Evan Mills	Field Archaeologist	10	@	\$22.36	\$223.60
Cari Inoway	Staff Archaeologist/Illustrator	30	@	\$32.85	\$985.50
Suzanne Bircheff	Administrative Assistant	20	@	\$31.57	\$631.40

TOTAL HOURS **345** AL DIRECT LABOR **\$13,544.06**

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	127.00% (of Direct Labor + Escalation)	\$17,200.96
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$3,074.50

TOTAL MULTIPLIERS **\$20,275.46**

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Printing, Reproduction, Shipping	1	LS	@	\$300.00	\$300.00
Mileage (personal vehicle)	600	LS	@	\$0.55	\$327.00

TOTAL ODC'S **\$627.00**

TOTAL \$34,446.52

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Fehr & Peers	SCOPE OF WORK: Traffic	PHASE: All Phases
PROJECT: I-10/Cherry Valley Interchange Improvements		DATE: March 22, 2018

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Jason Pack, P.E.	PIC/PM	120	@	\$80.77	\$9,692.40
Anna Luo, P.E.	Sr. Associate	144	@	\$60.10	\$8,654.40
Kara Hall	Engineer	234	@	\$35.10	\$8,213.40
Engineering Support	Engineer	270	@	\$31.25	\$8,437.50
Sandra Hyatt	Admin Support	50	@	\$38.46	\$1,923.00
Graphics Support	Graphics Support	64	@	\$41.35	\$2,646.40
TOTAL HOURS		882	AL DIRECT LABOR		\$39,567.10

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	102.98% (of Direct Labor + Escalation)	\$40,746.20
PAYROLL ADDITIVES @	73.06% (of Direct Labor + Escalation)	\$28,907.72
PROFIT (FIXED FEE)	10.0%	\$10,922.10
TOTAL MULTIPLIERS		\$80,576.03

OTHER DIRECT COSTS *** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel/Mileage	350	@	\$0.55	\$190.75
Traffic Counts	9	@	\$300.00	\$2,700.00
TOTAL ODC'S				\$2,890.75

TOTAL **\$123,033.88**

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY: Fehr & Peers	SCOPE OF WORK: Traffic	PHASE: All Phases
PROJECT: I-10/Cherry Valley Interchange Improvements		DATE: March 22, 2018

TASK	PICPM	SR. ASSOCIATE	ENGINEER	ENGINEER	ADMIN SUPPORT	GRAPHICS SUPPORT	HOURS	(Top & Bottom) HOURS
	\$245.25	\$182.49	\$106.58	\$94.89	\$116.78	\$125.56		
	120	144	234	270	50	64	882	882
PHASE I	120	144	234	270	50	64	882	882
PHASE II								
PHASE III								
PHASE IV								

PHASE TOTALS

PHASE I	120	144	234	270	50	64	882	882
PHASE II								
PHASE III								
PHASE IV								

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: OPC	SCOPE OF WORK: Right of Way	PHASE: Phase I
PROJECT: I-10/Cherry Valley Interchange Improvements		DATE: January 30, 2018

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Manisha Hunter	Project Manager	12	@ \$50.48	\$605.76
TBD	Senior Right of Way Analyst	20	@ \$28.84	\$576.80
TBD	Analyst	40	@ \$24.03	\$961.20
TOTAL HOURS		72	TOTAL DIRECT LABOR	\$2,143.76

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	160.10%	(of Direct Labor + Escalation)	\$3,432.16
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$557.59
TOTAL MULTIPLIERS			\$3,989.75

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel/Mileage	200	@	\$0.54	\$108.00
TOTAL ODC'S				\$108.00

TOTAL **\$6,241.51**

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY:

OPC

SCOPE OF WORK:

Right of Way

PHASE:

All Phases

PROJECT:

I-10/Cherry Valley Interchange Improvements

DATE:

January 30, 2018

TASK	PROJECT MANAGER	SENIOR RIGHT OF WAY ANALYST	ANALYST	HOURS

\$144.43 \$82.51 \$68.75

PHASE TOTALS

	12	20	40	72
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PHASE I	12	20	40	72
PHASE II				
PHASE III				
PHASE IV				

SUBCONSULTANT MANHOUR WORKSHEET

COMPANY: **OPC**

PROJECT: **I-10/Cherry Valley Interchange Improvements**

SCOPE OF WORK: **Right of Way**

PHASE: **Phase I**

DATE: **January 30, 2018**

TASK	PROJECT MANAGER	SENIOR RIGHT OF WAY ANALYST	ANALYST	HOURS	COST
				72	

\$144.43 \$82.51 \$68.75

Total Manhours	12	20	40	72	
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2.3 Permits and Right of Entry					
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2.8 Preliminary Right of Way Engineering	12	20	40	72	\$ 6,134
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: ICF	SCOPE OF WORK: Environmental	PHASE: All Phases
PROJECT: I-10/Cherry Valley Interchange Improvements		DATE: October 10, 2018

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Court Morgan	Project Director	199	@ \$81.73	\$16,264.27
TOTAL HOURS		199	AL DIRECT LABOR	\$16,264.27

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	177.80% (of Direct Labor + Escalation)	\$28,917.87
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$4,518.21
TOTAL MULTIPLIERS		\$33,436.09

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel/Mileage	545	@	\$0.55	\$297.03
Reproduction	1	@		\$2.62
TOTAL ODC'S				\$299.65

TOTAL \$50,000.00

SUBCONSULTANT MANHOOR WORKSHEET

COMPANY: ICF	SCOPE OF WORK: Environmental	PHASE: Phase I
PROJECT: I-10/Cherry Valley Interchange Improvements		DATE: October 10, 2018

TASK	PROJECT DIRECTOR										HOURS	COST

Total Manhours	\$249.75										199	199
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1.0 Project Management	24											24	\$ 5,994
1.5.1 Prepare Draft Environmental Document	110											110	\$ 27,473
1.6.2 Final Environmental Document	65											65	\$ 16,234

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Value Management Strategies, Inc.	SCOPE OF WORK: Value Engineering	PHASE: Phase I
PROJECT: I-10/Cherry Valley Interchange Improvements		DATE: March 22, 2018

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
R Terry Hays	Principal-QA/QC	8	@ \$130.77	\$1,046.16
Cheryl Kramer	Project Coordinator	12	@ \$59.00	\$708.00
Fred Kolano	CVS Team Leader	126	@ \$78.00	\$9,828.00
Jessica Combs	Technical Editor	44	@ \$34.50	\$1,518.00
TOTAL HOURS		190	TOTAL DIRECT LABOR	\$13,100.16

MULTIPLIERS

ESCALATION @	(of Direct Labor)		
OVERHEAD @	137.73%	(of Direct Labor + Escalation)	\$18,042.85
PAYROLL ADDITIVES @	1.00%	(of Direct Labor + Escalation)	\$131.00
PROFIT (FIXED FEE)	10.0%		\$3,127.40
TOTAL MULTIPLIERS			\$21,301.25

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel/Mileage			\$0.54	
Reproductions	6	@	\$100.00	\$600.00
Shipping	1	@	\$150.00	\$150.00
Airfare; Prestudy, study and implementation	3	@	\$700.00	\$2,100.00
Airport Transportation	3	@	\$100.00	\$300.00
Rental Car	7	@	\$70.00	\$490.00
Meals	7	@	\$64.00	\$448.00
Hotel	7	@	\$175.00	\$1,225.00
TOTAL ODC'S				\$5,313.00

TOTAL **\$39,714.41**

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: **Value Management Strategies, Inc.** SCOPE OF WORK: **Value Engineering** PHASE: **Phase I**
 PROJECT: **I-10/Cherry Valley Interchange Improvements** DATE: **March 22, 2018**

TASK	PRINCIPAL-OR-GC	PROJECT COORDINATOR	CVS TEAM LEADER	TECHNICAL EDITOR	HOURS	COST

\$943.41 \$154.84 \$204.83 \$90.60

Total Manhours	8	12	126	44	190	
2.5 Value Analysis	8	12	126	44	190	\$ 34,401

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:

Kittelson & Associates, Inc.

SCOPE OF WORK:

Design Review

PHASE:

All Phases

PROJECT:

I-10/Cherry Valley Interchange Improvements

DATE:

October 10, 2018

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Ray	Sr. Principal Engineer	74	@	\$79.59	\$5,889.66
Sara Parks	Engineer	152	@	\$31.88	\$4,845.76
Hermanus Steyn	Sr. Principal Engineer	10	@	\$76.55	\$765.50
Joey Bansen	Sr. Engineer	62	@	\$48.68	\$3,018.16
Brad Cullimore	Technician II	6	@	\$27.65	\$165.90

TOTAL HOURS 304 AL DIRECT LABOR \$14,684.98

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	209.29% (of Direct Labor + Escalation)	\$30,734.19
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$4,541.92
	TOTAL MULTIPLIERS	\$35,276.11

OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction	1	@		\$38.91

TOTAL ODC'S \$38.91

TOTAL \$50,000.00