

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



ITEM
3.29
(ID # 9780)

MEETING DATE:
Tuesday, June 4, 2019

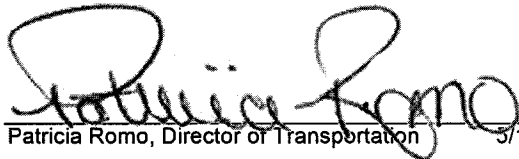
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Consulting Services Agreement by and between the County of Riverside and CNS Engineers, Inc. for the Widening of Hamner Avenue from Schleisman Road to Citrus Street and Hamner Avenue from Detroit Street to Sixth Street. District 2. [\$748,996 Total Cost - WRCOG TUMF 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement by and between the County of Riverside and CNS Engineers, Inc. for the Widening of Hamner Avenue from Schleisman Road to Citrus Street and Hamner Avenue from Detroit Street to Sixth Street, in the amount not to exceed \$748,996, effective through June 30, 2023, and authorize the Chairman of the Board to execute the same.


ACTION:Policy


Patricia Romo, Director of Transportation 5/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 4, 2019
xc: Transp.

Kecia Harper
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	\$50,000	\$600,000	\$ 748,996	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: WRCOG TUMF (100%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	18/19-22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Hamner Avenue is a north-south arterial road in the City of Norco (Norco) and the City of Eastvale (Eastvale). The County of Riverside (County) in cooperation with Cities of Norco and Eastvale are proposing to widen two segments of Hamner Avenue from Schleisman Road to Citrus Street, and from Detroit Street to 6th Street/Norco Drive, to six lanes (3 lanes in each direction) in anticipation of the Bridge Replacement Project that will widen Hamner Avenue Bridge over the Santa Ana River. The limits of the Bridge Replacement Project are from Citrus Street to Detroit Street. Once constructed, these projects will help meet the current and future traffic demands improving the traffic operation for this corridor.

The proposed Hamner Avenue improvements will add one northbound lane and one southbound lane, sidewalks, and will provide needed infrastructure improvements. The project will be designed to minimize impacts to the existing residents and motorists that regularly use these two segments of Hamner Avenue.

On March 12, 2019 (Agenda Item 3.32), the Board of Supervisors approved an agreement between the County and the Cities of Norco and Eastvale for the widening of Hamner Avenue from Schleisman Road to Citrus Street and Hamner Avenue from Detroit Street to Sixth Street. This agreement outlines the terms and conditions by which the County will provide the administrative, technical, managerial, and support services necessary for the environmental clearance and engineering to complete the design plans for the project

The County advertised a Request for Qualifications for Consulting Engineering firms and received ten qualification packages. After interviewing the four short listed firms, the County selected CNS Engineers to provide the necessary environmental and engineering services for this project. The Consulting Services Agreement between CNS Engineers and the County of Riverside defines the scope of work and fee to perform the engineering, environmental documentation, and construction support for this project.

Hamner Avenue Widening Project Number: C9-0019

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

Impact on Residents and Businesses

The proposed improvements will improve safety, enhance operational efficiency for pedestrians and local traffic on Hamner Avenue.

SUPPLEMENTAL:

Additional Fiscal Information:

A separate agreement that was approved on March 12, 2019 by the City of Norco, the City of Eastvale, and Western Riverside Council of Governments, provides for the County to be directly reimbursed for work by Western Riverside Council of Governments Transportation Uniform Mitigation Funds (TUMF) in a not-to-exceed amount of \$1,312,539 for this project.

No County funds will be used.

ATTACHMENTS:

Vicinity Map
Agreement



Gregory F. Priamos, Director County Counsel 5/23/2019

HAMNER AVENUE WIDENING PROJECT



LEGEND

-  WIDENING SEGMENTS OF HAMNER AVE

Contract No.: 19-05-001
Termination Date: 6/30/2023
Amount Authorized: \$748,996.91

CONSULTING SERVICES AGREEMENT

for

Hamner Avenue Widening Project

From Schleisman Road to Citrus Street and

Detroit Street to Sixth Street

between

County of Riverside • Transportation Department

and

CNS Engineers, Inc.



JUN 04 2019 3.29

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1 **ARTICLE I INTRODUCTION**

2 A. This Consulting Services Agreement ("Agreement") is entered into this _____ day of _____,
3 20____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California,
4 hereinafter referred to as "COUNTY", and CNS Engineers, Inc. (CNS), a California corporation, hereinafter
5 referred to as "CONSULTANT".

6 B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT
7 Project Manager and a COUNTY Contract Administrator.

8 The CONSULTANT's Project Manager for CONSULTANT shall be:

9 James Lu

10 Located at:

11 11870 Pierce Street, Suite 265

12 Riverside, CA 92505

13 The COUNTY's Contract Administrator for COUNTY shall be:

14 Cesar Tolentino

15 Located at:

16 3525 14th Street

17 Riverside, CA 92501

18 C. CONSULTANT shall perform:

19 The covenants set forth in Article III entitled Statement of Work;

20 In accordance with the time frames set forth in Article IV entitled Performance Periods;

21 For the fees set forth in Article V entitled Allowable Costs and Payments.

22 D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act
23 in an independent capacity and not as officers or employees or agents of COUNTY.

24 E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in
25 part.

26 F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the
27 parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the
28 parties hereto.

29 G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of

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

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

5 I. Other public agencies that may be involved with the PROJECT including, but not limited to cooperative, funding,
6 reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as
7 the "AGENCIES".

8 City of Norco

9 City of Eastvale

10 Riverside County Departments

11 Utility Companies

12 Various Regulatory Agencies as needed

13 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

14 A. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
15 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All
16 work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be
17 discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as
18 appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's
19 Consulting Services Manual including providing updated copies of the following documents at each project
20 coordination meeting.

- 21 • Meeting Agendas
- 22 • Meeting Sign-in Sheets
- 23 • Meeting Minutes (prior meeting)
- 24 • Action Items Tracking List
- 25 • Deliverables Tracking List
- 26 • Schedule Summary

27 B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss
28 progress on the contract.

29 **ARTICLE III STATEMENT OF WORK**

1 CONSULTANT shall furnish all technical and professional services including labor, material, equipment,
2 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in
3 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

4 **ARTICLE IV PERFORMANCE PERIOD**

5 A. This contract shall go into effect upon approval by COUNTY, and CONSULTANT shall commence work after
6 notification to proceed by COUNTY'S Contract Administrator. The contract shall end on June 30, 2023, unless
7 extended by contract amendment.

8 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the
9 contract is fully executed and approved by COUNTY.

10 C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing
11 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is
12 attached hereto and incorporated herein by reference.

13 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

14 A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse
15 CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs,
16 overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will
17 not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment
18 rental, overhead, and other estimated costs set forth in Attachment C, the CONSULTANT'S Compensation
19 Plan, which is attached hereto and incorporated herein by reference, unless additional reimbursement is
20 provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a
21 rate that exceeds COUNTY'S approved overhead rate set forth in the Compensation Plan. In the event, that
22 COUNTY determines that a change to the work from that specified in the Contract is required, the contract time
23 or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the
24 changed work. The maximum total cost as specified in Article V.H shall not be exceeded, unless authorized by
25 contract amendment.

26 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$31,412.15. The
27 fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope
28 of work and such adjustment is made by contract amendment.

29 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the



1 Compensation Plan.

2 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain
3 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator
4 before exceeding such cost estimate.

5 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.
6 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If
7 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement
8 of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the
9 provisions of Article VI Termination.

10 F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this
11 contract.

12 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's
13 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after
14 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each
15 milestone or phase and each project as applicable. Invoices shall follow the format stipulated for the
16 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the
17 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice
18 must contain the final cost and all credits due COUNTY including any equipment purchased under the
19 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60
20 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract
21 Administrator at the address provided in Article I.B.

22 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$748,996.91.

23 I. Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation
24 Plan and is approved by COUNTY's Contract Administrator.

25 J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases,
26 which are the direct result of changes in the prevailing wage rates are reimbursable.

27 K. The services included under the terms of this contract are funded in whole or in part as noted below:

28 Federal funds: are included are not included

29 State funds: are included are not included

1 **ARTICLE VI TERMINATION**

2 A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to
3 CONSULTANT with the reasons for termination stated in the notice.

4 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants
5 herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY
6 may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract
7 with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract
8 prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In
9 which case the overage shall be deducted from any sum due CONSULTANT under this contract and the
10 balance, if any, shall be paid to CONSULTANT upon demand.

11 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

12 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition
13 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual
14 items.

15 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform
16 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
18 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
19 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

20 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

21 For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code
22 of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the
23 performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY
24 shall maintain and make available for inspection all books, documents, papers, accounting records, and other
25 evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the
26 contract. All parties shall make such materials available at their respective offices at all reasonable times during
27 the contract period and for three years from the date of final payment under the contract. The state, State Auditor,
28 COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books,
29 records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent

1 to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof
2 shall be furnished if requested.

3 **ARTICLE IX AUDIT REVIEW PROCEDURES**

4 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
5 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

6 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by
7 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
8 writing.

9 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
10 timely performance, in accordance with the terms of this contract.

11 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than
12 \$3,500,000.

13 CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews
14 such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper
15 review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable,
16 will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the
17 instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or
18 local government officials are allowed full access to the CPA's work papers including making copies as
19 necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by
20 COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that
21 individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if
22 directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
23 recommendations, or to ensure that the federal, state or local governments have access to CPA work papers,
24 will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior
25 reimbursed costs.

26 E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K
27 identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this
28 contract than compliance with the auditing provisions as described below is required. If the services are not
29 identified as funded in whole or in part with Federal or State funds than compliance with the auditing provisions

1 of Article IX.D shall apply.

2 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and
3 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR
4 documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY
5 Contract Administrator to conform to the Work Paper Review recommendations included in the management
6 letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the
7 Work Paper Review recommendations included in the management letter or audit recommendations included
8 in the audit report will be considered a breach of the contract terms and cause for termination of the contract
9 and disallowance of prior reimbursed costs.

10 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA,
11 Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the
12 review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans
13 identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY
14 will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31;
15 GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in
16 accordance with procedures and guidelines of the American Association of State Highways and
17 Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and
18 approved by A&I. Provisional rates will be as follows:

19 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed
20 rate.

21 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed
22 rate.

23 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

24 2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require
25 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months
26 of the effective date of the management letter. Caltrans will then have up to six (6) months to review the
27 CONSULTANT's and/or the independent CPA's revisions.

28 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to
29 issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead

1 cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the
2 ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will
3 become the actual and final ICR for reimbursement purposes under this contract.

- 4 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
5 (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under
6 this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its
7 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than
8 60 days after occurrence of the last of these items.

9 The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the
10 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

11 **ARTICLE X SUBCONTRACTING**

- 12 A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any
13 subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations
14 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its
15 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and
16 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its
17 subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the
18 CONSULTANT.
- 19 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
20 no portion of the work pertinent to this contract shall be subcontracted without written authorization by
21 COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.
- 22 C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made
23 to CONSULTANT by COUNTY.
- 24 D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract
25 to be applicable to subconsultants.
- 26 E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to
27 the start of work by the subconsultant(s).

28 **ARTICLE XI EQUIPMENT PURCHASE**

- 29 A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT

1 enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or
2 CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring
3 such costs.

4 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and
5 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must
6 be submitted with the request, or the absence of bidding must be adequately justified.

7 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain
8 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at
9 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and
10 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the
11 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal
12 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
13 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.
14 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
15 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained
16 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the
17 equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part
18 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000
19 is credited to the project.

20 **ARTICLE XII STATE PREVAILING WAGE RATES**

21 In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the
22 following terms and conditions shall apply.

23 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
24 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances
25 applicable to the work.

26 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction
27 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of
28 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the
29 Director of Industrial Relations.

1 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence
2 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined
3 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

4 When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not
5 contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

6 **Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction
7 contracts.

8 **ARTICLE XIII CONFLICT OF INTEREST**

9 A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an
10 impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall
11 also list current clients who may have a financial interest in the outcome of this contract, or any ensuing
12 COUNTY construction project, which will follow.

13 B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest
14 that would conflict with the performance of services under this contract.

15 C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid
16 on any construction contract, or on any contract to provide construction inspection for any construction project
17 resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through
18 joint-ownership, or otherwise.

19 D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no
20 subconsultant who has provided design services in connection with this contract shall be eligible to bid on any
21 construction contract, or on any contract to provide construction inspection for any construction project resulting
22 from this contract.

23 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

29 **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

1 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

- 2 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of
3 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state
4 or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of
5 the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection
6 with the awarding of any state or federal contract; the making of any state or federal grant; the making of
7 any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,
8 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 9 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
10 influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress;
11 an officer or employee of Congress, or an employee of a Member of Congress; in connection with this
12 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit
13 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

21 **ARTICLE XVI STATEMENT OF COMPLIANCE**

22 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury
23 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the
24 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California
25 Administrative Code, Section 8103.

26 B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate,
27 harass, or allow harassment against any employee or applicant for employment because of sex, race, color,
28 ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical
29 condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and

1 subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment
2 are free from such discrimination and harassment. Consultant and subconsultants shall comply with the
3 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
4 regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The
5 applicable regulations of the Fair Employment and Housing Commission implementing Government Code
6 Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are
7 incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and
8 its subconsultants shall give written notice of their obligations under this clause to labor organizations with which
9 they have a collective bargaining or other Agreement.

10 C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted
11 programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of
12 Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement
13 and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of
14 race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits
15 of or subject to discrimination under any program or activity by the recipients of federal assistance or their
16 assignees and successors in interest.

17 D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title
18 VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex,
19 age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases
20 of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by
21 Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a
22 program whose goal is employment.

23 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

24 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws
25 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to
26 Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or
27 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently
28 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has
29 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the

1 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or
2 had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or
3 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to
4 COUNTY.

5 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
6 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
7 agency, and dates of action.

8 C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services
9 Administration are to be determined by the Federal Highway Administration.

10 **ARTICLE XVIII FUNDING REQUIREMENTS**

11 A. It is mutually understood between the parties that this contract may have been written before ascertaining the
12 availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program
13 and fiscal delays that would occur if the contract were executed after that determination was made.

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

18 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any
19 reduction in funds.

20 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by
21 mutual agreement to amend the contract to reflect any reduction of funds.

22 **ARTICLE XIX CHANGE IN TERMS**

23 A. This contract may be amended or modified only by mutual written agreement of the parties.

24 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change
25 and must be approved by amendment.

26 C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement
27 of Work but that are consistent with and needed to complete the contracted services and do not require an
28 increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget
29 allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as

1 follows:

2 Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without
3 authorization by COUNTY.

4 Shifting of budget and/or work between different Milestones or Phases may be approved by execution of a
5 Administrative Budget Modification by both CONSULTANT and COUNTY in accordance with the procedures
6 specified in the COUNTY Consulting Services Manual.

7 D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and
8 notification to proceed has been provided by COUNTY's Contract Administrator.

9 E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed as
10 Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval
11 by COUNTY's Contract Administrator.

12 **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

13 If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this
14 contract than compliance with the provisions of Article XX as described below is required. If Article V.K identifies
15 that services are not funded in whole or in part with Federal funds than compliance with the requirements of Article
16 XX is not required.

17 A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in
18 Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on
19 this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

20 B. The goal for DBE participation for this contract is 0 %. Participation by DBE consultant or subconsultants shall
21 be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or
22 in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the
23 Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace
24 him/her with another DBE subconsultant, if the goal is not otherwise met.

25 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the
26 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall
27 not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
28 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of
29 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach

1 of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems
2 appropriate.

3 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.

4 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
5 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the
6 procedural requirements specified in 49 CFR 26.53(f).

7 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
8 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work
9 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
10 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
11 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
12 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
13 is commensurate with the work it is actually performing, and other relevant factors.

14 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
15 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
16 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
17 not participate.

18 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
19 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
20 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
21 that it is not performing a CUF.

22 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
23 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
24 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of
25 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
26 performed by their own forces along with the corresponding dollar value of the work.

27 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form
28 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
29 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized

1 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to
2 provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar
3 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to
4 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),
5 First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

6 K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify
7 CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during
8 the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any
9 changes should be reported to COUNTY's Contract Administrator within 30 days.

10 **ARTICLE XXI CONTINGENT FEE**

11 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or
12 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,
13 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling
14 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this
15 warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually
16 performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount
17 of such commission, percentage, brokerage, or contingent fee.

18 **ARTICLE XXII DISPUTES**

19 A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
20 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
21 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he
22 shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless
23 CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of
24 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.
25 Except for such protests or objections as are made of record in the manner specified and within the time stated
26 herein, and except for such instances where the basis of a protest could not reasonably have been foreseen
27 by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for
28 protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all
29 matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to

1 matters properly falling within COUNTY's authority.

- 2 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of
3 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Director
4 of Transportation, or designee, who may consider written or verbal information submitted by CONSULTANT.
- 5 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and
6 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,
7 other than audit. The request for review will be submitted in writing.
- 8 D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full
9 and timely performance in accordance with the terms of this contract.

10 **ARTICLE XXIII INSPECTION OF WORK**

11 CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds
12 are used in this contract; to review and inspect the project activities and files at all reasonable times during the
13 performance period of this contract including review and inspection on a daily basis.

14 **ARTICLE XXIV SAFETY**

- 15 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety
16 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety
17 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests
18 at all times while working on the construction project site.
- 19 B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such
20 areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of
21 the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take
22 all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public
23 from injury and damage from such vehicles.
- 24 C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 25 D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided
26 under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)
27 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,
28 work, method, operation, or process related to the construction or excavation of trenches which are five feet or
29 deeper.

1 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

2 **A. INDEMNIFICATION**

- 3 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify, defend and
4 hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their
5 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,
6 volunteers and representatives (hereinafter individually and collectively referred to as "Indemnitees") from
7 all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any
8 alleged or actual negligence, recklessness, or willful misconduct of CONSULTANT, its directors, officers,
9 partners, employees, agents, subconsultants or representatives or any person or organization for whom
10 CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. In
11 no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate
12 percentage of fault.
- 13 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
14 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
15 to indemnify for the specific act adjudged by the findings of a court of competent jurisdiction to be negligence
16 of the Indemnitees, and will not preclude a duty to indemnify for any negligence, recklessness, or willful
17 misconduct of CONSULTANT.
- 18 3. To the fullest extent permitted by applicable law, CONSULTANT shall defend and pay, at its sole expense,
19 all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss,
20 suits, claims, demands, actions, or proceedings based or alleged to be based on any negligence,
21 recklessness, or willful misconduct of CONSULTANT arising out of or from the performance of services
22 under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or
23 willful misconduct of CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a
24 party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the
25 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless
26 the negligent act, error or omission at issue was caused by the sole active negligence of Indemnitees.
- 27 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or circumscribe
28 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 29 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code

1 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
2 Code sections 2782 and 2782.8.

3 B. INSURANCE

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

10 1. Workers' Compensation:

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

16 2. Commercial General Liability:

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

24 3. Vehicle Liability:

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

1 4. Professional Liability

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

11 5. General Insurance Provisions - All lines:

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

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

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

28 **ARTICLE XXVI OWNERSHIP OF DATA**

29 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this

1 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer
2 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete
3 the review and approval process.

4 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-
5 readable form, are intended for one-time use in the construction of the project for which this contract has been
6 entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used
7 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
8 COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of
9 COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether
10 the PROJECT is implemented or not.

11 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or
12 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this
13 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
14 any use by COUNTY of the project documentation on other projects, for additions to this project, or for the
15 completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

16 D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as
17 appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

18 E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the
19 agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable
20 right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

21 **ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

22 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's
23 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to
24 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation
25 with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at
26 depositions and at trial or arbitration proceedings.

27 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction
28 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will
29 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel

1 services under this contract.

- 2 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be
3 performed pursuant to a written contract amendment, if necessary, extending the termination date of this
4 contract in order to resolve the construction claims.

5 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- 6 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,
7 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this
8 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 9 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract,
10 shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other
11 occasion.
- 12 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's
13 actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance
14 of this contract, at public hearings or in response to questions from a Legislative committee.
- 15 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding
16 work performed or to be performed under this contract without prior review of the contents thereof by COUNTY,
17 and receipt of COUNTY'S written permission.
- 18 E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 19 F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT
20 to any entity other than COUNTY.

21 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

22 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury
23 that no more than one final unappealable finding of contempt of court by a federal court has been issued against
24 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply
25 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations
26 Board.

27 **ARTICLE XXX LEGAL COMPLIANCE**

28 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and
29 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner

1 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing
2 and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

3 **ARTICLE XXXI EVALUATION OF CONSULTANT**

4 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to
5 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract
6 record.

7 **ARTICLE XXXII RETENTION OF FUNDS**

- 8 A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 9 B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10
10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from
11 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved
12 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in
13 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)
14 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause
15 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating
16 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of
17 the Business and Professions Code. These requirements shall not be construed to limit or impair any
18 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in
19 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
20 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
21 consultant and subconsultants.

22 **ARTICLE XXXIII NOTIFICATION**

23 All notices hereunder and communications regarding interpretation of the terms of this contract and changes
24 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage
25 prepaid, and addressed to the CONSULTANT's Project Manager and COUNTY's Contract Administrator at the
26 respective addresses provided in Article I.B.

27 **ARTICLE XXXIV. CONTRACT**

28 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby
29 agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two

1 parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work
2 to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as
3 evidenced by the signatures below.

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ARTICLE XXXV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 5/13/19
PATRICIA ROMO
Director of Transportation
Juan C. Perez
Asst. CEO/TLMA Director

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

[Signature] Dated: 5/23/19
By Deputy Danielle Maland

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: JUN 04 2019
KEVIN JEFFRIES
Chairman, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: JUN 04 2019
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

[Signature] Dated: 4/26/2019
James J. Lu, PE, SE
President

CONSULTANT:

[Signature] Dated: 4/26/19
Hui-Min Huang, CPA
CFO

ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Hamner Avenue is a north-south arterial road in the City of Norco (NORCO) and the City of Eastvale (EASTVALE). The COUNTY in cooperation with Cities of Norco and Eastvale are proposing to widen two segments of Hamner Avenue from Schleisman Road to Citrus Street, and from Detroit Street to 6th Street/Norco Drive, to six lanes (3 lanes in each direction) in anticipation of the Bridge Replacement Project that will widen Hamner Avenue Bridge over the Santa Ana River. The limits of the Bridge Replacement Project are from Citrus Street to Detroit Street. Once constructed, these projects will help to meet the current and future traffic demands improving the traffic operation for this corridor.

The contract includes conducting an alignment study to determine the most cost-effective approach to achieve three lanes in each direction.

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B. LOCATION

Hamner Avenue is located approximately 1/2 of one mile west of Interstate 15 (I-15) Freeway in the City of Eastvale and approximately 1,000 feet west of the I-15 Freeway in the City of Norco in the County of Riverside, California. The two aerial images below show the limits of the project.

Hamner Avenue, Schleisman Road to Citrus Street



(Hamner Avenue, Detroit Street to 6th Street)



C. COORDINATION

CONSULTANT 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:

- City of Norco
- City of Eastvale
- Riverside County Departments
- Utility Companies
- Various Regulatory Agencies as needed

All meetings with other outside agencies will be scheduled by CONSULTANT with the approval of COUNTY.

D. PHASES

The services performed by CONSULTANT will be accomplished in four Phases:

- 1 • Phase I – Project Approval/Environmental Document
- 2 • Phase II – Plans, Specifications & Estimates
- 3 • Phase III – Construction Bid Support
- 4 • Phase IV – Construction Support

5 Phase I shall ensue upon written notice to proceed by COUNTY. The subsequent phases shall not proceed
6 until authorized in writing by COUNTY.

7 **E. STANDARDS**

8 The Plans, Specifications and Estimates shall be prepared in accordance with current State Department of
9 Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance
10 with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as
11 appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards, Cities of
12 Norco and Eastvale standards in lieu of CALTRANS standards as directed by the COUNTY PROJECT
13 MANAGER. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to
14 mandatory and advisory design standards. All documents shall be prepared using English Standard Units
15 and dimensions.

16 **1. Environmental**

17 Environmental documents and services shall be performed in accordance with CALTRANS Standard
18 Environmental Reference (SER) including requirements of the California Environmental Quality Act
19 (CEQA) and the National Environmental Policy Act (NEPA) if the project has a Federal nexus.

20 **2. Survey**

21 All preliminary surveys, aerial mapping, and preparation of Legal Descriptions and Plats shall be
22 performed by COUNTY.

23 **3. Design**

24 Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its
25 revisions and/or COUNTY Road Standards and/or City of Norco and City of Eastvale Standard Drawings
26 as appropriate. Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices
27 (MUTCD) and the California Supplement. Basic design shall be in accordance with the approved
28 Technical Report and final Environmental Document including any supplements and/or updates.
29 Microstation (compatible with current CALTRANS version) software will be used as the design software.

1 **4. Geographical Information System (GIS)**

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

1 WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY
2 AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE
3 HEREBY EXCLUDED.

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

8 **4. Project Files**

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

10 **F. QUALITY CONTROL**

- 11 1. CONSULTANT shall implement and maintain the following quality control procedures during the
12 preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality
13 control plan in effect during the entire time services are being performed under this Agreement. The
14 plan shall establish a process whereby calculations are independently checked, plans checked,
15 corrected and back-checked, and all job related correspondence and memoranda routed and received
16 by affected persons and then bound in appropriate job files. Where several drawings show different
17 work in the same area, means shall be provided to avoid conflicts and misalignment in both new and
18 existing improvements. Evidence that the quality control plan is functional may be requested by the
19 COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the
20 COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the
21 preparation of the material followed the quality control plan established for the work.
- 22 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
23 specifications and estimates prepared for this PROJECT and shall check all such material accordingly.
24 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
25 such items remains solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise
26 to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve
27 CONSULTANT of its professional responsibilities or obligations under this Agreement.
- 28 3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
29 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well

1 organized, technically and grammatically correct, checked and having the preparer and checker
2 identified. The minimum standard of appearance, organization and contents shall be of similar types
3 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for
4 use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
5 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on
6 PROJECT.

- 7 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
8 plans, shall bear the professional seal, certificate number, registration classification, expiration date of
9 the certificate, and signature of the professional engineer(s) responsible for their preparation.

10 **G. VALUE ENGINEERING**

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

21 **H. KEY PERSONNEL**

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

26 Assignment	Key Personnel
27 Project Manager	James J. Lu, PE
28 Senior Roadway Engineer	Steve Hosford, PE
29 Environmental Team Leader	Brian Calvert

QA/QC Engineer James J. Lu, PE

The Project Manager shall be a registered civil engineer in the State of California. All documents and deliverables submitted that represent engineering work shall be signed and stamped (including registration Number) by an engineer/land surveyor with an appropriate license/registration for the work performed.

I. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
 - Prepare topographic mapping
 - Obtain orthorectified aerial photograph in digital format
 - Perform field design surveys as requested by the CONSULTANT
 - Provide survey controls.
 - Verify that COUNTY survey control points are still in place and undisturbed.
 - Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
 - Provide list of owners and residents addresses within 0.5 miles of the project limits
 - Prepare existing right-of-way and parcel mapping.
 - Prepare Right of Way Cost Estimate based on the Right of Way Requirements Map
 - Coordinate permits for right-of-entry with property owners.
 - Obtain and review title reports, identify easements and encumbrances.
 - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
 - Perform right-of-way negotiations and acquisitions.
 - Certify new acquired right-of-way.
- Coordinate Permits for Right of Entry with property owners
- Utility Relocation Coordination Support
- Provide Traffic Index of Hamner Avenue

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

1 The contract deliverables from tasks and phases are listed below:

2 Project Management

- 3 - Design Schedule
- 4 - Monthly Progress Reports and Invoices
- 5 - Meeting Agenda, Exhibits, and Minutes
- 6 - QA/QC Plan

7 Phase I – Preliminary Engineering / Environmental Clearance / Technical Report

- 8 - Utility Base Map and Utility Information Sheet
- 9 - Survey Request
- 10 - Preliminary Right-of-Way Requirements Map
- 11 - Geotechnical Design Report
- 12 - Geometric Approval Drawings
- 13 - Drainage Study Report
- 14 - Fact Sheets
- 15 - Preliminary Cost Estimates
- 16 - Initial Site Assessment
- 17 - ADL and LBP Survey Reports (Optional)
- 18 - Low Impact Development TPG Document
- 19 - Cultural Technical Report
- 20 - Biological Technical Report
- 21 - CEQA IS/MND
- 22 - Notice of Intent
- 23 - Notice of Determination

24 Phase II – Plans, Specifications & Estimates

- 25 - Geotechnical Design Report
- 26 - Storm Water Pollution Prevention Plan
- 27 - Utility Impact Matrix
- 28 - Plans (65%, 95% and Final 100%)
- 29 - Design Calculations

- 1 - Quantity Calculations
- 2 - Edited Caltrans Standard Special Provisions
- 3 - Cost Estimates
- 4 - Right-of-Way Requirements Map
- 5 • Phase III – Construction Bid Support
- 6 - Attendance of a Pre-Bid Meeting
- 7 - Bidding Interpretations
- 8 - Design Addenda
- 9 • Phase IV – Construction Support
- 10 - Attendance of a Pre-Construction and Site Meetings
- 11 - Response to RFI's
- 12 - Review of Submittals
- 13 - Design Addenda
- 14 - As-Built Plans

15 In addition to any requirement as specified in this Agreement, all deliverables will be provided in Acrobat
16 Portable Document Format (pdf).

17 **B PROJECT TASKS LIST**

18 **1.1 PROJECT MANAGEMENT**

19 **Coordination and Communications**

- 20 a. Establish and Implement a project document/correspondence management and distribution system to
21 assure that information flows between all parties of the Project as intended.
- 22 b. Communicate regularly with the COUNTY and project development team by telephone, email, written
23 correspondence, and face-to-face meetings on bi-monthly basis throughout the term of the contract.
- 24 c. Maintain a project contact list with names and contact information for all project development team
25 members.
- 26 d. Prepare, maintain, and update an Action Item Log for review during bi-monthly PDT meetings.
- 27 e. Prepare a project chronology listing all key decisions made over the life of the project and update for
28 review during bi-monthly PDT meetings.
- 29 f. Prepare a Submittal/Deliverable Log and update for review during PDT meetings.

1 **Scheduling**

2 Prepare a detailed project baseline schedule using a work breakdown structure (WBS) consistent with this
3 Scope of Work. Update and distribute one week in advance of each PDT Meeting. The schedule will include
4 the following information:

- 5 a. Task dependencies as predecessors and successors
- 6 b. Anticipated task durations with beginning and end dates
- 7 c. Critical path with milestones

8 **Budgeting**

9 Monitor the budget for design services using a work breakdown structure consistent with this Scope of Work.

10 **Project Administration**

- 11 a. Set up project accounting system consistent with the COUNTY's invoicing and tracking requirements.
- 12 b. Prepare subconsultant agreements.
- 13 c. Monitor subconsultant progress and review/approve invoices.
- 14 d. Prepare monthly progress reports and invoices in accordance with COUNTY guidelines. Monthly reports
15 providing actual physical progress will be provided with every invoice.

16 ***Deliverable(s):** Monthly Progress Reports and Invoice Packages*

17 **1.2 PROJECT TEAM MEETINGS**

18 Organize, schedule, and chair meetings and conference calls as necessary to provide progress updates,
19 coordinate between technical disciplines, and facilitate overall project communication. The engineering
20 design and environmental team leaders shall attend the Project Development Team (PDT) meetings as
21 appropriate. Prepare meeting agendas and minutes for all meetings.

- 22 a. Kickoff Meeting (1 Meeting)
- 23 b. PDT Meetings: Bi-Monthly face-to-face meetings at the COUNTY Annex Office,
24 (10 Meetings for Phase I, 8 Meetings for Phase II, one Meeting for Phase III, and a maximum of 4
25 Meetings for Phase IV)

26 ***Deliverable(s):** Meeting notices, agendas, special exhibits and minutes*

27 **1.3 QUALITY CONTROL AND QUALITY ASSURANCE (QC/QA)**

28 Establish and implement a quality control process to ensure that all deliverables are complete and accurate,
29 including but not limited to, ensuring that design calculations are independently checked and that exhibits and

1 plans are checked, corrected, and back-checked for accuracy and completeness. Subconsultant report
2 submittals will be reviewed to ensure that appropriate background information, study methodology,
3 interpretation of data, and format and content are completed in accordance with current standards. The
4 QC/QA Plan will be submitted for COUNTY review and approval at the kickoff Meeting.

5 **Deliverable(s):** *QC/QA Plan*

6 **PHASE 1 – PRELIMINARY ENGINEERING / ENVIRONMENTAL CLEARANCE / TECHNICAL REPORT**

7 **1.0 RESEARCH AND DATA GATHERING**

8 **1.1 COLLECT AND REVIEW EXISTING INFORMATION**

9 Existing topographic mapping, photos, right-of-way maps, "as-built" plans, Drainage Master Plans, record
10 maps and surveys, study reports, assessor maps, contract documents, and any other data provided by
11 NORCO, EASTVALE or COUNTY shall be obtained and reviewed.

12 **Deliverable(s):** *Log of plans and studies received*

13 **1.2 CONDUCT FIELD REVIEW**

14 A site visit, by key members of the team shall be conducted to obtain information on current conditions,
15 constraints, and potential solutions. CONSULTANT will conduct a field investigation to familiarize the project
16 team with the drainage conditions, flow patterns, existing design constraints, and existing improvements in the
17 project area.

18 **Deliverable(s):** *Field review notes, photo logs*

19 **3.0 PRELIMINARY ENGINEERING**

20 **3.1 PRELIMINARY UTILITY MAPPING**

21 CONSULTANT shall perform a utility search for affected facilities in the project area. The search shall include
22 field review and review of available as-built plans for the project area. CONSULTANT shall research records
23 for both public and franchise utilities and shall plot the location of all existing facilities. CONSULTANT shall
24 include preparation of a database of utility records indicating the type of utility, owner, drawing number, and
25 other vital information. The identified utility companies shall be sent a letter on COUNTY's letterhead
26 requesting information regarding existing and proposed utilities. Using the information obtained,
27 CONSULTANT shall prepare a utility base map, which shall be the basis of the Utility Information Sheet.
28 CONSULTANT shall prepare a Utility Information Sheet. The names of all utilities and points of contact shall
29

1 be developed. A description of the location, existing facility and potential conflicts with the project shall be
2 prepared.

3 CONSULTANT shall coordinate with COUNTY and other agencies to arrange with the respective utility
4 owners to pothole their facilities, including issuing Notice to Owner to Pothole, if required. CONSULTANT
5 shall provide the potholing services, if utility companies are unable to complete the potholing services. A
6 maximum of twelve (12) potholes for Hamner Avenue are assumed and included in this scope.
7 CONSULTANT shall coordinate the use of CONSULTANT's field survey crews to locate potholed utilities by
8 coordinates and elevations based on the project's survey controls.

9 CONSULTANT shall prepare potholing exhibits as needed to adequately locate underground utilities, shall
10 enter into a contract with a licensed contractor for the potholing of utilities, and shall ensure that appropriate
11 permits are obtained from all appropriate jurisdictions prior to the start of work.

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

19 CONSULTANT shall evaluate the potholing data, and shall include the information on the utility plans in table
20 format, with numbered or letter references to the location of the potholes. CONSULTANT shall determine
21 whether or not the facilities are in conflict, and the limits of the conflict, both of which shall be shown on the
22 utility plans with construction notes.

23 **Deliverable(s):** Database of Utility Records, Utility Base Map with Potholing Data, Utility Information
24 Sheet

25 **3.2 PERMITS**

26 CONSULTANT shall prepare and submit all permit applications in order to obtain all required encroachment
27 permits and rights of entry needed for Phase I activities. All permit filing fees are to be paid by COUNTY.

28 **3.3 SURVEYING AND RIGHT-OF-WAY MAPPING**

29

1 Surveying, Topographic and Right-of-Way mapping will be conducted within the following Project limits by
2 COUNTY forces:

- 3 1. Hamner Avenue from 300' north of Schleisman Road to Citrus Street.
- 4 2. Hamner Avenue from Detroit Street to 300' south of Sixth Street.

5 **3.4 RIGHT-OF-WAY REQUIREMENTS MAP**

6 Based on the Right-of-Way Mapping provided by COUNTY and the project improvements established during
7 the Geometric Approval Drawings task, CONSULTANT shall prepare a double tiered 40-Scale right-of-way
8 requirements map showing the right-of-way lines, parcels, and anticipated limits of the additional permanent
9 street easement and temporary construction easements necessary for the construction of the project
10 improvements. The right-of-way requirements map shall include a table identifying the amount of area
11 needed as a TCE, Slope Easement, or a Street Easement for each affected parcel.

12 **Deliverable(s):** *Right-of-Way Requirements Map*

13 **3.5 GEOMETRIC APPROVAL DRAWINGS**

14 CONSULTANT shall develop the horizontal and preliminary vertical layout of Hamner Avenue Widening
15 based on the existing topography and results of the findings of the project mapping, and review of available
16 data. The intent is to widen Hamner Avenue to provide three through travel lanes in each direction while
17 minimizing Right-of-Way acquisition, Environmental, and Utility impacts and construction costs. Consultation
18 with the CONSULTANT's environmental team with input from COUNTY shall be conducted to create the
19 Geometric Approval Drawings. Geometric design data and key project features such as limits of curb, gutter,
20 and sidewalk construction and typical sections, limits of retaining walls, and protection of existing facilities
21 shall be depicted. Original ground, traveled way, shoulders, cut/fill slopes, known utilities, and
22 existing/proposed right-of-way shall be shown. The grading design shall aid in the development of the project
23 footprint for subsequent environmental studies, project cost, lane transitions and lane configurations, and
24 impacts to overhead utilities. The Geometric Approval Drawings shall be at a design level of approximately
25 30% complete and shall contain 40-scale roadway plans consisting of one title sheet, one typical section and
26 detail sheet, and seven plan and profile sheets. Profiles shall consist of existing centerline profile. Limits of
27 construction, project dimensions, and general identification of work shall be shown on the Geometric Approval
28 Drawings.

29 In conjunction with the Geometric Approval Drawings, CONSULTANT will prepare modified median concept

1 plans to address the widening configuration should the new alignment affect the newly constructed median
2 between Sixth Street and Detroit Street and prepare a westerly parkway concept plan to address parkway
3 modifications affected by the street widening north of Citrus Street. CONSULTANT will utilize existing plans
4 provided by the agencies to determine plant palette, irrigation equipment, etc. to provide a similar median to
5 that which is currently in place. This concept plan will be provided in color with plant and inert materials
6 included.

7 Optional Service – Schleisman Road to Citrus Street: CONSULTANT will prepare a median concept plan to
8 address a new / proposed median between Schleisman Road and Citrus Street. CONSULTANT will
9 determine a plant palette and irrigation equipment, to ensure consistency with the desired theme of
10 landscaped medians and parkways throughout the corridor. This concept plan will be provided in color with
11 plant and inert materials included.

12 **Deliverable(s):** *Geometric Approval Drawings (Draft and Final) with Conceptual Planting Plans*

13 **3.6 PRELIMINARY DRAINAGE ENGINEERING**

14 CONSULTANT will evaluate existing drainage facilities and capacities. Between Schleisman Road and Citrus
15 Street is the existing Eastvale MDP Line H. With the exception of one catch basin north of Sixth Street, there
16 are no existing storm drain facilities between Detroit Street and 6th Street. Hydrology calculations for the
17 tributary areas to each street section will be prepared using Riverside County Flood Control District' Rational
18 Methodology. Street capacity calculations will be performed to help determine where catch basins should be
19 located. Preliminary catch basin and storm drain laterals will be specified. All of the compiled data will be
20 presented in a Preliminary Drainage Report.

21 **Deliverable(s):** Preliminary Drainage Report

22 **3.7 ADVISORY AND MANDATORY FACT SHEETS**

23 CONSULTANT shall complete all work necessary in the preparation of Fact Sheets for an exception to
24 advisory and mandatory design standards.

25 A design memorandum (Fact Sheet) shall be prepared for each design feature that does not comply with
26 COUNTY's minimum design standards. The memorandum shall identify the design standard that is not being
27 met, discuss the reason why it is not being met, and provide a brief description including a construction cost
28 estimate of the work required for the project to meet the minimum design standard. The fact sheets shall be
29 submitted to the COUNTY for review and approval for a maximum of three fact sheets.

1 **Deliverable(s):** *Advisory and Mandatory Fact Sheets (Draft and Final)*

2 **3.8 ENGINEER'S ESTIMATE**

3 **3.8.1 CONSTRUCTION COST ESTIMATE**

4 CONSULTANT shall develop preliminary engineer's estimate for one alignment. The estimate shall be in
5 CALTRANS estimate format using cost escalation factors.

6 **Deliverable(s):** *Engineer's Cost Estimate Spreadsheets (Draft and Final)*

7 **3.8.2 PRELIMINARY RIGHT-OF-WAY COST ESTIMATE**

8 Based on the preliminary information thirteen (13) ownerships may be potentially impacted. COUNTY will
9 review findings with the CONSULTANT for consensus understanding of impacted properties prior to any cost
10 estimate preparation. Once a general understanding of market values is determined and applied to the
11 subject properties, the cost study will estimate the probable values of land and any impacted improvements,
12 as well as associated damages and cost-to-cure remediation costs, if applicable.

13 **4.0 ENVIRONMENTAL CLEARANCE AND DOCUMENTATION**

14 The proposed project would include widening Hamner Avenue from four to six lanes from Citrus Street to
15 Schleisman Road and from 6th Street to Detroit Street. The following assumptions apply:

- 16
- 17 • Needed traffic data will be provided by COUNTY.
 - 18 • No National Environmental Policy Act (NEPA) document will be required
 - 19 • The California Environmental Quality Act (CEQA) document will be an Initial Study/Mitigated Negative
20 Declaration (IS/MND).
 - 21 • NORCO will be the lead agency under CEQA (however the COUNTY will be performing all environmental
22 reviews for the Cities).
 - 23 • The California Department of Transportation (CALTRANS) will not be involved in the project other than
24 having the opportunity to review the IS/MND during public circulation.
 - 25 • The project will assess a single build alternative.

26 Only those items specifically identified in this scope of work are included. No other effort is assumed or
27 implied.

28 **4.1 ENVIRONMENTAL MANAGEMENT/MEETINGS**

29 This task includes effort related to coordination, meeting, and management efforts by the CONSULTANT's
Environmental Project Manager and environmental lead. The following assumptions have been made

1 regarding project management and meetings.

2 *Environmental Project Management* by the CONSULTANT's Environmental Project Manager and
3 Environmental Lead are involved in the Project for a duration of twelve (12) months.

4 Meetings: CONSULTANT's Environmental Project Manager and/or Environmental Lead may be required to
5 attend project meetings. It is assumed that the CONSULTANT's Environmental Project Manager and/or
6 Environmental Lead will attend up to ten (10) project related meetings and that the CONSULTANT will
7 prepare the minutes for these meetings. Time includes meeting preparation.

8 **Deliverables:**

9 Environmental management and coordination for twelve (12) months

10 Attendance by the CONSULTANT's Environmental Project Manager or Environmental Lead at up to ten (10)
11 project related meetings.

12 **4.2 TECHNICAL STUDIES**

13 For this scope of work, the technical studies for which a specific scope of work has been included have been
14 assumed based on a review of existing project information. If additional studies are identified during the
15 environmental phase of the project a scope of work and cost will be submitted for approval prior to their
16 initiation.

17 The deliverables for each technical study are as follows:

18 **Deliverables:**

- 19
- Draft technical studies (electronically to County)
 - Final technical studies for concurrence (electronically to County)
 - Final approved technical studies (electronically and two hardcopies to County/Cities)

22 The following assumptions have been made with regard to the technical studies that are to be prepared:

- 23
- Focused protocol surveys for any species are not included in this scope and cost, other than those
24 specified under the Biological Technical Report scope. If additional focused surveys are identified during
25 the biological field reconnaissance then this will be communicated to CONSULTANT and COUNTY and
26 a scope and cost for this work will be provided.
 - No Determination of Biologically Equivalent or Superior Preservation (DBESP) or Joint Project Review
27 (JPR) will be required.
28
- 29

- 1 • No agency coordination will be required, including under the Western Riverside Multiple Species Habitat
- 2 Conservation Plan.
- 3 • No Jurisdiction Delineation will be required.
- 4 • CONSULTANT will not be responsible for survey results that are deemed insufficient by the regulatory
- 5 agencies due to factors that are out of our control (e.g., lack of rainfall, project schedule requires out of
- 6 season surveys, etc.).
- 7 • Relocations will not be required.
- 8 • Traffic information provided to COUNTY will be sufficient for preparing the air quality and noise
- 9 analyses.
- 10 • No visual simulations will be required.
- 11 • All rights of entry and access for fieldwork and surveys, if required, shall be obtained and provided by the
- 12 COUNTY.
- 13 • The COUNTY shall provide addresses for property owners and residents within 0.5 mile of the proposed
- 14 project.
- 15 • No public meetings or hearings are assumed or included.

16 **4.2.1 HAZARDOUS WASTE (INITIAL SITE ASSESSMENT)**

17 CONSULTANT shall prepare an Initial Site Assessment (ISA) report, which will include a site screening for
18 hazardous materials and petroleum products using the CALTRANS ISA Guidance Document. The work will
19 be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and American
20 Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments:
21 Phase I Environmental Site Assessment Process. Following is a summary of tasks:

- 22 • Review of information provided by the project team;
- 23 • Site reconnaissance to look for indicators of potential hazardous materials;
- 24 • Environmental databases search and outreach to various agencies such as Regional Water Quality
- 25 Control Board, Department of Toxic Substance Control, and other City/County agencies that deal with
- 26 hazardous materials;
- 27 • Review selected historical records and mapping including aerial photos and maps; and
- 28 • Completing the CALTRANS User Questionnaires.

29 The final product will be an ISA report including a discussion of any recognized environmental conditions or

1 areas of concern pertaining to hazardous materials or petroleum products which could impact the project.
2 The report will also include the site location map, site visit notes, User Questionnaire, an environmental
3 database search report, historical topographic maps and aerial photographs, and selected photographs from
4 the site reconnaissance. CONSULTANT shall also provide recommendations for additional investigation, if
5 warranted.

6 **Deliverable(s):** *Initial Site Assessment*

7 **4.2.2 PRELIMINARY SITE ASSESSMENT (OPTIONAL)**

8 Aerially Deposited Lead (ADL) Survey

9 The scope will include testing a limited number of locations within the unpaved areas of the project to screen
10 for aerially deposited lead (ADL) contamination. CONSULTANT shall develop a work plan to addresses
11 procedures for sampling and laboratory analysis. Hand augers will be used and advanced to a maximum
12 depth of 2-3 feet to collect soil samples. Samples that are sent to the laboratory will be analyzed for lead
13 using the Environmental Protection Agency (EPA) Method 6010B, California Waste Extraction Test (CA-
14 WET), Toxicity Characteristic Leaching Procedure (TCLP), and deionized water extraction methods as
15 necessary. The results of the sampling and testing will be statistically analyzed using methods consistent
16 with CALTRANS requirements and the findings would be submitted in a project ADL report. Since the project
17 improves a surface street, an ADL investigation may not be required.

18 **Deliverable(s):** *ADL Site Investigation Report*

19 Lead-Based Paint (LBP) Striping Testing

20 CONSULTANT shall utilize a California Department of Public Health (CDPH) certified inspector/assessor to
21 conduct a site reconnaissance to identify the locations of potential lead-based paint (LBP) paint or
22 thermoplastic striping and collect samples. Representative samples of suspect accessible striping will be
23 collected, and submitted to an independent laboratory for analysis via Environmental Protection Agency
24 (EPA) Test Method 6010B. CONSULTANT shall prepare an LBP investigation report summarizing the
25 findings.

26 **Deliverable(s):** *Paint and Thermoplastic Striping Survey Report*

27 **4.2.3 WATER QUALITY ASSESSMENT STUDIES**

28 CONSULTANT shall prepare the Low Impact Development: Guidance and Standards for Transportation
29 Projects document (TPG document) under the Santa Ana Region MS4 Permit Program. The TPG document

1 will assess the feasibility to include Low Impact Development (LID) principles and stormwater Best
2 Management Practices (BMPs) into the design of the Hamner Avenue widening. Potential LID principles to
3 be included in the project are:

- 4 1. Minimize Road Width
- 5 2. Drainage Swales
- 6 3. Infiltration Basins
- 7 4. Bioretention
- 8 5. Sidewalk Trees and Tree Boxes
- 9 6. Permeable Pavement

10 CONSULTANT shall explore ways to incorporate LID into the project to the maximum extent practicable. The
11 results of the exploration meetings will be included in the project documentation that is part of the TPG.

12 CONSULTANT shall update the TPG through the design process so that it accurately depicts the proposed
13 improvements and the incorporation of LID. The TPG will continue to be refined as the project proceeds to
14 final design. As part of this process, CONSULTANT's Water Quality Manager may consult and review the
15 project plans and specifications at their various stages of completion to verify compatibility with the TPG. The
16 final TPG will be submitted to COUNTY as part of the overall contract documents for the County's records.

17 **Deliverables:** Low Impact Development: Guidance and Standards for Transportation Projects document

18 **4.2.4 CULTURAL STUDIES**

19 The proposed project improvements will be subject to compliance with CEQA. This requires consideration of
20 potential project effects to historic properties including archaeological and historical resources listed in or
21 eligible for listing in the California Register of Historical Resources (CRHR).

22 CONSULTANT shall conduct a records search at the Eastern Information Center of the California Historical
23 Resources Information System, housed at University of California, Riverside. This records search will consult
24 California's database of previous studies and previously recorded sites within the proposed project area and
25 within a 0.5-mile radius. Historic maps and photographs shall also be reviewed, if available. CONSULTANT
26 shall establish a Project Area map in consultation with the COUNTY. The map shall provide the survey
27 boundaries for cultural resources to be evaluated during project studies. The Project Area map shall be
28 based on the total anticipated disturbance footprint associated with project activities (e.g., road widening/
29 construction, staging areas and other temporary construction easements, detours, drainage facilities,

1 temporary construction activities, and parcels containing impacted structures, if any). As part of due diligence
2 identification of cultural resources, CONSULTANT will contact the Native American Heritage Commission and
3 request a review of the Sacred Lands File and will reach out to Native American groups and other interested
4 parties to request information regarding the types of potential cultural resources in the study area.
5 CONSULTANT will also prepare AB 52 consultation letters for the COUNTY and will assist in conducting this
6 consultation.

7 Following completion of the record search/review, CONSULTANT shall conduct a field survey of the Project
8 Area for archaeological resources. It is assumed that the COUNTY will be responsible for obtaining property
9 access prior to conducting the surveys. This scope of work assumes that no archaeological sites will be
10 identified in the project footprint and that no testing and/or evaluation will be required.

11 For historic resources, a qualified Architectural Historian will conduct a desktop review to determine if any
12 properties over 50 years old are adjacent to or within the Project Area. It is assumed that no resources will be
13 identified. It is assumed that should any properties need to be evaluated, a separate scope and cost will be
14 prepared to cover the survey and evaluation of these resources.

15 A Cultural Resources Technical Report will be prepared. This scope assumes that no Department of Park
16 and Recreation (DPR) forms will need to be prepared and that no other attachments except a map indicating
17 the project limits will be required. It is assumed that no resources will be identified that requires evaluation
18 and that no resources eligible for the National Register of Historic Places or California of Historical Resources
19 (CRHR) will be identified and that no additional documentation will be required.

20 It is assumed that no Section 106 consultation assistance or documentation will be required.

21 ***Deliverables:*** *Cultural Resources Technical Report*

22 **4.2.5 BIOLOGICAL TECHNICAL REPORT**

23 CONSULTANT shall prepare a Biological Technical Report (BTR) analyzing potential impacts to biological
24 resources. The project is within the Western Riverside Multiple Species Habitat Conservation Plan
25 (WRMSHCP) area and resources potentially impacted that require in-depth analysis include: burrowing owl,
26 narrow endemic plants, and criteria cell/reserve areas (Cells 786 and 876).

27 This task includes a review of biological resource databases, project documents, WRMSHCP, local resource
28 management plans, aerial photos, and any other readily available commercial data to determine the locations
29 and types of biological resources that have the potential to occur within the study area and general vicinity.

1 The literature review will support the subsequent development of the BTR. For the purposes of this scope,
2 the study area is defined as the project footprint (extent of temporary and permanent impacts) plus a buffer
3 that varies depending on the site and resources. For this task, the study area includes a 300-foot buffer from
4 the proposed cut/fill limits.

5 A pedestrian-based field evaluation for biological resources, and habitat assessment/focused studies for
6 burrowing owl and rare plants are being conducted under a separate contract and are not included in this
7 scope of work. The field analysis and data collection (under separate contract) will identify the types and
8 acreages of habitat/vegetation communities present, a list of plants and wildlife observed will be compiled,
9 and special-status species observed or having the potential to occur within the study area will be determined.

10 The literature review information will include:

- 11 • Special status species lists from the California Department of Fish and Wildlife (CDFW) and U.S. Fish and
12 Wildlife Service (USFWS);
- 13 • Database searches of current versions of the California Natural Diversity Database (CNDDDB) and the
14 Online Inventory of the California Native Plant Society (CNPS);
- 15 • WRMSHCP survey area maps and species survey requirements; and
- 16 • Other available biological studies conducted in the vicinity of the project site.

17 A BTR will be developed based on results of the biological surveys (under separate contract) and analysis
18 and will include and describe:

- 19 • The study methods used in identifying and assessing the biological resources at the project site, the
20 personnel who conducted the studies, contacts made with agencies, and any limitations associated with
21 the study;
- 22 • The environmental setting including both the biological and physical setting at the project site;
- 23 • The results, including special-status species present on the site, if any, and a discussion of impacts and
24 mitigation, as necessary;
- 25 • The appropriate regulatory requirements and necessary permits; and
- 26 • WRMSHCP Consistency Review

27 ***Deliverables: Biological Technical Report***

28 **4.2.6 TRAFFIC STUDY**

29 COUNTY will provide Traffic Study.

1 **4.3 CEQA PROCESSING**

2 **4.3.1 DRAFT ENVIRONMENTAL DOCUMENT**

3 As previously described it is assumed that the appropriate document for the proposed project would be an
4 Initial Study/ Mitigated Negative Declaration (IS/MND). If a higher level CEQA document is identified as the
5 appropriate document for the proposed project based on the technical analyses performed then this will be
6 communicated to the COUNTY and a scope and cost for performing this work will be submitted. The IS/MND
7 will be prepared by CONSULTANT using a COUNTY-approved format (assumed to be the CEQA Checklist).
8 To reduce iterations of the document, CONSULTANT will conduct a revision workshop with the COUNTY, if
9 needed, to facilitate completion of the document following the review of the Draft IS/MND, if comments still
10 remain after this review. The IS/MND will include the Mitigation Monitoring and Reporting Plan (MMRP)
11 matrix as an Appendix. The following submittals are assumed.

12 ***Deliverables:***

- 13 • Draft IS/MND (electronic copy to the County)
- 14 • Final Draft IS/MND for review by County and approval by City (electronic copy to the COUNTY and Cities)
- 15 • MMRP matrix (included as an appendix in each submittal of the IS/MND) 25 hard copies and one
16 electronic (pdf) final Draft IS/MND for availability (this includes the 15 copies for submittal to the State
17 Clearinghouse)

18 Although the only separate technical studies would be for biological and cultural resources, the following
19 identifies the scope of work associated with the noise and air quality analyses to be included in the IS/MND.

20 Air Quality: The Air Quality Impact Analysis will be prepared to meet COUNTY and South Coast Air Quality
21 Management District (SCAQMD) CEQA requirements. Impact analyses will be prepared consistent with the
22 analytical methodology, technical requirements and significance criteria outlined by the SCAQMD in their
23 CEQA Air Quality Handbook (as updated per the SCAQMD website).

24 The regulatory and environmental setting discussion will include a summary of relevant federal, State and
25 local laws, rules and regulations; a summary of local pollutant concentration and climate data; descriptions of
26 the affected resource areas for air quality and climate change; and identification/descriptions of sensitive
27 receptor locations.

28 The Road Construction Emissions Model will be used to quantify short-term construction emissions; while
29 project traffic data and EMFAC2017 emissions factors will be used to quantify long-term operations

1 emissions. Daily emissions will be compared to SCAQMD local and regional significance criteria. Mitigation
2 measures will be developed to address any significant impacts. The potential for odor and health-risk impacts
3 are low; and as such, odor and health-risk impacts will be addressed qualitatively.

4 It is anticipated that project-level carbon monoxide (CO) and particulate matter (PM) hot-spot analyses will be
5 addressed qualitatively. And finally, discussions of cumulative impacts and project consistency with the
6 SCAQMD air quality management plan (AQMP) will be provided.

7 Greenhouse Gas Emissions and Climate Change Analysis: The Greenhouse Gas (GHG) Emissions and
8 Climate Change Analysis will be prepared to meet COUNTY and SCAQMD CEQA requirements. The
9 regulatory and environmental setting discussion will include a summary of relevant federal, State and local
10 laws, rules and regulations; a summary of potential climate change effects; a summary of State and local
11 GHG emissions inventories; and historical climate data.

12 The Road Construction Emissions Model will be used to quantify short-term construction; while project traffic
13 data and EMFAC2014 emissions factors will be used to quantify long-term operations emissions. Daily
14 emissions will be compared to SCAQMD preliminary significance criteria. Mitigation measures will be
15 developed to address any significant impacts.

16 Discussions of cumulative impacts, and project consistency with the Southern California Association of
17 Governments (SCAG) Sustainable Communities Strategy, the Assembly Bill (AB) 32 Scoping Plan, and
18 relevant County policies and/or initiatives will be provided.

19 Noise: CONSULTANT will assess the noise impacts associated with implementation of the proposed project.
20 Relevant noise regulations and planning standards (i.e. Cities of Norco and Eastvale, and/or County of
21 Riverside noise ordinance and general plan noise element) will be identified and discussed. Existing land
22 uses in the project area will be identified along with existing sources of noise. An initial review of the project
23 site indicates that there are noise-sensitive land uses in the project vicinity. Noise-sensitive land uses in the
24 area consist of a single-family residences and a sports park along the project alignment.

25 Existing noise conditions in the project area will be quantified based on noise measurements conducted at
26 locations along the project alignment. Short-term monitoring (10 to 15 minutes) will be conducted during
27 daylight hours at selected locations in the project area at up to four (4) locations. Long-term monitoring (24
28 hours or more) will be conducted provided a safe and secure location can be identified to leave a long-term
29 sound level meter in the project area at up to two (2) locations. It should be noted that CONSULTANT has an

1 existing TNM model which was designed for the Hamner Avenue Bridge project. Noise measurements were
2 conducted as part to of that project in August of 2017. Those measurements may be used for analysis
3 purposes as part of this project where applicable.

4 Construction noise will be evaluated based on construction equipment data to be provided by the project
5 applicant or project engineer and noise modeling methods recommended by the U.S. Department of
6 Transportation.

7 CONSULTANT will predict and evaluate the noise levels at existing land uses and compare them to local,
8 State and federal noise standards as applicable. Appropriate mitigation measures will be identified, as
9 necessary and where feasible, to mitigate noise impacts found to be significant. The noise setting, analysis
10 and recommendations will be summarized by CONSULTANT's noise staff in the noise section of the IS/MND.

11 **4.3.2 NOTICE OF AVAILABILITY**

12 For the proposed project CONSULTANT will utilize a distribution list developed with the COUNTY to distribute
13 the document. The COUNTY will provide a list of owners and residents, along with their mailing addresses,
14 within 0.5 mile of the proposed project limits. CONSULTANT will prepare a Notice of Intent to adopt a MND
15 (NOI) in accordance with COUNTY requirements for publication in a newspaper of local circulation (both
16 English and Spanish), for posting at the Riverside County Clerk's office, and for distribution to anyone who
17 has filed a written request with the COUNTY. A draft notice will be provided to the COUNTY for review and
18 approval. It is assumed that CONSULTANT will coordinate publication of the notice with the appropriate
19 newspapers. A cost of \$7,000 for publishing of the notices is assumed. If the cost is in excess of this amount
20 then CONSULTANT will notify the COUNTY and this will be billed to the COUNTY at cost for reimbursement.

21 It is assumed that the technical studies will not be included in the availability but copies will be available if
22 requested by anyone during the public availability period. Hardcopies of the document and NOI will be
23 provided to the availability locations (COUNTY and libraries), CDs containing the document and a hard copy
24 of the NOI will be provided to other agencies and officials included on the distribution list (and anyone else
25 who specifically requests a copy of the document), and a copy of the NOI will be provided to property owners
26 and residences within a 0.5 mile radius of the proposed project (as provided by the COUNTY). A Draft State
27 Clearinghouse Form (Notice of Completion & Environmental Document Transmittal) will be prepared and
28 submitted to the COUNTY for review. The final form, along with 15 copies of the Draft IS/MND, will be
29 submitted by CONSULTANT to the State Clearinghouse.

1 **Deliverables:**

- 2 • Draft NOI (assumed to be transmitted electronically with no hard copies)
- 3 • Final NOI (150 copies)
- 4 • Draft and Final Notice of Completion & Environmental Document Transmittal

5 **4.3.3 RESPONSE TO COMMENTS**

6 At the close of the public availability period for the Draft IS/MND, CONSULTANT will review and respond to all
7 comments received. The comments will be responded to and incorporated directly into the Final IS/MND. It
8 is assumed that no comments requiring legal review or requiring new analyses or from lawyers will be
9 received.

10 **Deliverables:**

- 11 • Responses to comments (included in Final IS/MND)

12 **4.3.4 FINAL ENVIRONMENTAL DOCUMENT**

13 CONSULTANT will revise the IS/MND to respond to the comments and to document whether any changes to
14 the project have occurred. The following submittals are assumed. If comments remain after the revised draft
15 Final IS/MND then a revision workshop will be held to address any remaining comments. The IS/MND will
16 include the MMRP as an Appendix.

17 **Deliverables:**

- 18 • * Draft Final IS/MND for review (electronic copy to the County)
- 19 • Final IS/MND for review by COUNTY and approval by Cities (electronic copy to the COUNTY and Cities)
- 20 • Four (4) hard copies and pdf of Final IS/MND for COUNTY/Cities records/use

21 **4.3.5 NOTICE OF DETERMINATION**

22 CONSULTANT shall prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed
23 that CONSULTANT will file the NOD with the Office of Planning and Research (OPR). The NOD would also
24 be posted with the Riverside County Clerk. This notice starts a statute of limitation period under CEQA. Along
25 with the NOD a California Department of Fish and Wildlife (CDFW) filing fee would also be filed. The CDFG
26 filing fee has been included in the submitted cost estimate and is assumed to not exceed \$2,350.

27 **Deliverables:**

- 28 • Draft and Final Notice of Determination (all transmittals assumed to be done electronically)

29 **PHASE II – PLANS, SPECIFICATIONS AND ESTIMATES**

1 **5.1 GEOTECHNICAL DESIGN REPORT**

2 The following scope of work shall be performed for Geotechnical Investigations:

- 3 • Perform Subsurface Exploration:
- 4 • Prepare and submit an exploration plan;
- 5 • Obtain right of entry and encroachment permits;
- 6 • Clear utilities through DigAlert and geophysical screening;
- 7 • Drill, sample, and log the following borings:

8 Hamner Avenue, Schleisman Road to Citrus Street:

- 9 ○ 1 Hollow Stem Auger (HSA) pavement and wall boring to a depth of 50 feet and 2 HSA
- 10 pavement and wall borings to a depth of 20 feet. Three pavement and wall borings to a depth
- 11 of 20 feet will be marked in the field. If drilling can be completed in one day the 4th boring will
- 12 be drilled.

13 Hamner Avenue, Detroit Street to Sixth Street:

- 14 ○ One HSA pavement and wall boring to a depth of 30 feet and 3 HSA pavement and wall
- 15 borings to a depth of 20 feet.
- 16 • Perform Laboratory Testing;
- 17 • Prepare one Geotechnical Design Report (GDR) for both pavement and retaining walls (Draft and
- 18 Final); and
- 19 • Prepare Log of Test Borings (LOTB) for the retaining walls.

20 Geotechnical investigation and design report will be prepared in accordance with CALTRANS guidelines.

21 CONSULTANT will respond to one round of review comments on draft reports and submit a final report.

22 **Assumptions**

23 The following design and drilling assumptions were made regarding the project:

- 24 • The cities will provide the Traffic Indices for pavement design;
- 25 • We have assumed that the existing pavement would be milled and an overlay added during
- 26 construction;
- 27 • There will be no pavement reconstruction;
- 28 • The borings will require a total of 2 days in the field;
- 29 • The geophysics will be completed in one day; and

- The borings will be backfilled with soil cuttings. Any excess soil will be spread in planters or along unpaved shoulders.

The scope of work does not include field permeability testing, hydrogeologic studies, or other items not specifically included in this scope of work. We have budgeted to attend up to 15 hours of meetings as needed. We have budgeted 6 hours for limited geotechnical review of plans and specifications.

Deliverable(s): *Geotechnical Design Report (Draft and Final)*

5.2 STORM WATER POLLUTION PREVENTATION PLAN (SWPPP)

CONSULTANT shall prepare one Stormwater Pollution Prevention Plans (SWPPP) for the Project. The SWPPP will be prepared in accordance with the California Construction General Permit (NPDES Permit No. 2009-0009-DWQ as amended by 2010-0014-DWQ and 2012-0006-DWQ). The SWPPP for this project is assumed to be prepared to meet Risk Level 1 requirements. CONSULTANT will prepare the SWPPP in conformance with the CASQA template and guidelines. The SWPPP will be signed by a Qualified SWPPP Developer (QSD). One first-submittal SWPPP will be submitted to COUNTY for review at the 95% PS&E level. Upon receipt of comments, comments within the scope of services will be addressed and a second submittal SWPPP will be submitted to COUNTY for acceptance at the 100% submittal. (no comments to be addressed are expected to come as a result of the second submittal). Once accepted, one hard copy and one electronic copy in PDF format will be provided for inclusion in the bid packages.

The scope of services does not include providing QSP and QSD services during construction; however, CONSULTANT can provide these services if requested by COUNTY and approved via an amendment to the Agreement.

CONSULTANT acting as a Data Submitter in the State's Stormwater Multi-Application Reporting and Tracking System (SMARTS), will assist with the completion of the Notice of Intent (NOI) for the Project, complete the Project Risk Assessment, and will upload an electronic copy of the SWPPP.

Deliverables: *SWPPP*

5.3 UTILITY RELOCATION COORDINATION

The intent of the COUNTY is that the services of the CONSULTANT shall be complete and "turn-key" with respects to utility coordination matters, including complete coordination for the protection and relocation of existing facilities. Preparing relocation plans for utilities including but not limited to Water and Sewer are not included in this scope.

1 CONSULTANT shall coordinate with utility owners and COUNTY utility coordination staff with respect to all
2 utility related matters. CONSULTANT shall provide copies of all correspondence with utility companies and
3 other utility related information to the COUNTY. CONSULTANT, as described herein, shall prepare
4 correspondence, for either CONSULTANT or COUNTY signature, as appropriate, and as directed by the
5 COUNTY PROJECT MANAGER.

6 CONSULTANT shall coordinate with COUNTY staff to obtain record copies of utility maps from each utility
7 owner within the project limits for existing and/or proposed utility facilities. CONSULTANT shall include
8 mapping and/or exhibits that clearly define the project limits as part of the requests for utility information.

9 CONSULTANT shall identify utility companies affected by the project and delineate utilities within the project's
10 sphere of influence on the plans. CONSULTANT shall prepare preliminary plans, which shall include all
11 existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate.

12 CONSULTANT shall check horizontal and vertical clearances for utilities and coordinate design with the
13 various utility companies to address conflicts. In addition to information provided by the owning utility
14 companies and through research of other record maps, field surveys shall be used to locate utility features
15 such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans.

16 Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and
17 by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans for
18 those facilities that have such numbers attached to the facility and as provided on the owner's inventory
19 maps.

20 CONSULTANT shall send preliminary design plans through COUNTY staff to owning utility companies within
21 the project limits with requests for review and comments on the plans relevant to their respective facilities,
22 and with requests for other project specific information.

23 CONSULTANT shall monitor responses of utility notices received and make recommendations for mitigating
24 conflicts. CONSULTANT shall provide written responses to utility companies with regard to stated concerns
25 and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be
26 brought to the attention of the COUNTY PROJECT MANAGER and COUNTY utility coordination staff as early
27 as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

28 CONSULTANT, through COUNTY staff, shall request and obtain a written acknowledgement of any conflicts
29 from the respective utility owners.

1 Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to
2 accommodate their facilities. CONSULTANT understands that the utility companies are generally operating
3 within the CITY or COUNTY right-of-way, but may have prior rights to that of the CITY or COUNTY in some
4 cases.

5 CONSULTANT shall coordinate inclusion of special provisions in COUNTY's bid documents for adjustments
6 and relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may
7 require that cooperative agreements be prepared by COUNTY between the County of Riverside and the
8 owning utility companies. CONSULTANT shall provide information and exhibits as required to support the
9 preparation of cooperative agreements, if needed.

10 CONSULTANT shall conduct utility coordination meetings, as needed, regarding adjustments and relocations,
11 to resolve conflict issues, and with respect to performing work for utility companies by COUNTY contractors.
12 For utility conflicts that require relocating, COUNTY staff will submit the official notice / order to the utility
13 companies to relocate conflicting facilities. CONSULTANT shall make recommendations for special provision
14 language with regard to utility issues, recommendations for construction windows of time for utility relocation
15 activities, recommendations for inclusion of utility bid items, etc.

16 CONSULTANT shall assist with the resolution of utility related issues that may arise during the bidding
17 process and during construction, including design modifications as needed and as approved by the COUNTY
18 PROJECT MANAGER.

19 Specific issues and utility company requirements may result in deviation from the procedures outlined herein.

20 ***Deliverables:*** *Utility impact matrix*

21 **5.4 65% ROADWAY PLANS**

22 Upon the acceptance of the Geometric Approval Drawings, CONSULTANT shall prepare the 65% complete
23 Street Improvement plans consisting of one plan set for the improvements between Schleisman Road and
24 Citrus Street and between Detroit Street and Sixth Street/ Norco Street. .

25 The drawings will consist of one title sheet, one typical section and notes sheet, three detail sheets, two 40-
26 scale double tiered Demolition sheets, and, three 40-Scale Plan and Profile Sheets for the street
27 improvements between Schleisman Road and Citrus Street, and two 40-Scale Plan and Profile Sheets for the
28 street improvements between Detroit Street and Sixth Street. The segment between Detroit Street and Sixth
29 Street includes the reconstruction of the raised median. Openings and turn pocket lengths will be based on

1 the geometrics of the existing medians. All elements of the work are included in the 65% Roadway Plans.
2 However, some details may be remaining for the 95% Submittal. Cross sections at 50-foot intervals showing
3 any modifications to the roadway section are included in the 65% Roadway Plans submittal. The Typical
4 Section and Notes Sheet shall include the typical street sections and notes. Curb Ramp reconstruction to
5 meet current ADA standards and nonstandard details may be provided on the Construction Details sheets as
6 well as a full listing of roadway construction and removal notes. The Roadway Plan and Profile shall show the
7 existing topography, limits of work, construction notes, right-of-way, utilities, and other general design
8 elements. Centerline, and new Top of Curb vertical design shall be provided on the profile. The cost
9 estimate shall receive a general progress update with the contingency reduced to 15%.

10 Optional: Design a raised median between Citrus Street and Schleisman Road. The location of openings and
11 length of turn pockets will be provided by COUNTY.

12 **Deliverable(s):** 65% Roadway Plans (number of sheets in parenthesis)

13 *Title Sheet and Local Map (1)*

14 *Typical Section and Notes (1)*

15 *Demolition Plans (2)*

16 *Plan and Profile (5)*

17 *Construction Details (3)*

18 *Cross Sections (7)*

19 **5.5 65% STORM DRAIN IMPROVEMENT PLANS**

20 CONSULTANT shall prepare drainage plans, profiles and details in support of the proposed drainage
21 facilities. The design scope will cover the following storm drain improvements:

- 22 • Plan and profile drawings for 2 catch basins and storm drain connections between Schleisman Road
23 and Citrus Street
- 24 • Reconstruction details for three under sidewalk drainage connections between Detroit Street and
25 Sixth Street (it is not anticipated that additional storm drain will be required in this reach as the
26 tributary area is very small and curbs and gutters should have adequate conveyance capacity.

27 **Deliverable(s):** 65% Storm Drain Improvements Plans

28 **5.6 65% TRAFFIC SIGNAL MODIFICATION PLANS**

29 Due to street widening, traffic signals need to be modified at the following intersections:

- Hamner Avenue and Schleisman Road
- Hamner Avenue and Alhambra Street
- Hamner Avenue and Norco/Sixth Street

Intersection base plans will be prepared at 1"=20'. The base plans will show centerlines, right-of-way lines, relevant existing or proposed street improvements, utilities of record, and existing traffic controls and improvements. Proposed new or modified facilities will be designed and shown on the drawings to create a complete traffic signal plan. The plans will conform to the requirements of COUNTY and would reference the latest edition of the CALTRANS Standard Plans and Specifications. The plans would be designed in the specific format required or requested by the Cities and COUNTY to meet their approval. The plans will include all notes, schedules, and other features required to show future conditions completely and properly. Three (3) plan sheets are included in this task.

Deliverables: 65% Complete Traffic Signal Modification Plans

5.7 65% STREET LIGHTING PLANS

Due to street widening the following locations will require street light relocations:

- Hamner Avenue from Schleisman Road to Citrus Street
- Hamner Avenue from Detroit Street to Sixth Street

Street lighting base plans will be prepared at 1"=40'. The base plans will show centerlines, right-of-way lines, relevant existing or proposed street improvements, utilities of record, existing/proposed traffic signals, and existing street light equipment. Proposed new or modified facilities will be included in a CAD file with the SCE layer requirements for SCE to prepare their design for the street lights. The plan will conform to the requirements of the County of Riverside and would reference the latest edition of the Caltrans Standard Plans and Specifications. The plan would be designed in the specific format required or requested by the Cities or County of Riverside to meet their approval. The plan will include all notes, schedules, and other features required to show future conditions completely and properly. Two (2) plan sheets are included in this task.

Deliverables: 65% Complete Street Lighting Plans

5.8 65% SIGNING, STRIPING AND TRAFFIC CONTROL PLANS

Signing & Striping Plans

CONSULTANT shall prepare signing and striping plans showing the affected construction area and all affected traffic stripes. The plans shall show the location of all proposed traffic stripes, markings, and the

1 proper disposition of all affected existing signs and markings. Any work required to transition the proposed
2 stripes to join with existing stripes on intersection approaches shall be provided. The final signing and striping
3 plans shall be prepared for final plotting on D-sized sheets at 1" = 40', as appropriate. Four double-tiered
4 striping plan sheets are envisioned.

5 Traffic Control Plans

6 CONSULTANT shall provide construction traffic handling, including traffic control plans for the segments on
7 Hamner Avenue between Schleisman Road and Citrus Street, and between Detroit Street and Sixth
8 Street/Norco Street. Base plans are prepared at 1"=40' and are field-reviewed for accuracy. Each plan shall
9 be 22"x34" and shall typically show a minimum of 2,000 feet of roadway with relevant medians, striping, and
10 work area. These base drawings may be used more than once, based upon the number of construction
11 phases. The design, legend, and location of all work area signs, barricades, and necessary additional traffic
12 controls are designated and placed on the plan sheets. General notes applying to construction traffic control,
13 a plan legend, and County plan border information are placed on each project sheet. The plans shall be
14 prepared to conform to the general requirements of COUNTY, with consideration for the needs of the
15 Contractor's construction operations. The project is expected to require four (4) sheets. These plans shall
16 include the necessary phasing and staging for the improvements to the roadway.

17 **Deliverable(s):** 65% Signing, Striping and Traffic Control Plans (number of sheets in parenthesis)

18 *Signing and Striping Plan (4)*

19 *Traffic Control Plan (4)*

20 **5.9 65% PLANTING AND IRRIGATION PLANS**

21 Planting and irrigation modification plans will be prepared for the modified median located on Hamner Avenue
22 between Detroit Street and 6th Street and for the proposed westerly parkway located on Hamner Avenue
23 between Schleisman and Citrus. Providing median landscape plans for approximately 1,800 feet of Hamner
24 Avenue between Schleisman Road and Citrus Street is an Optional Task. Planting and Irrigation plans will
25 also include a plant legend identifying trees, shrubs, and ground cover in accordance with the current design
26 and County guidelines. Modified irrigation plans will provide the necessary information for a complete and fully
27 automatic irrigation system from a known point of connection. General notes, construction details, cost
28 estimates and specifications will be provided for both planting and irrigation plans.

29 Irrigation plans will be prepared for the areas described above. Plans and design calculations will be

1 prepared as required by current state water conservation ordinances such as AB 1881 and B-37-16. Soil
2 testing fees for the analysis of soil samples and reports associated with those reports as required by AB1881
3 are also included in our fee. At this time, we are not anticipating reclaimed water systems.

4 The final irrigation plans will provide the necessary information for a complete and fully automatic irrigation
5 system for each location. The plans will indicate the point of connection based upon agency requirements,
6 backflow prevention and pressure regulation (as necessary), and equipment size and type in the irrigation
7 legend. "Smart" Water Application Technologies (SWAT) will be utilized. Flow monitors, moisture sensors,
8 and ET based controllers will be implemented where required. The State of California continues to implement
9 new guidelines to their water ordinances and therefore many requirements are being requested from both the
10 State and local agencies. The following information will be provided:

- 11 1. Prepare water usage calculations (MAWA and ETWU) based on the new water ordinance.
- 12 2. Provide water efficient landscape worksheet and hydrozone table for each remote control valve per
13 new ordinance (water use category, area served in s.f., controller number, valve size and flow).
- 14 3. Obtain horticultural soils report (Agronomic data) based on soil samples obtained from site.
- 15 4. Report to be provided by Soil and Plant Laboratory in Orange, CA. or equal.
- 16 5. Provide irrigation run time schedule per ordinance based on soil type.
- 17 6. Rain sensors will be added per ordinance.
- 18 7. Statement note will be added regarding ordinance.

19 The following items are not included at this time but can be provided in the future if desired: *regular*
20 *maintenance schedule, certificate of completion, and irrigation audit report following project construction*
21 *completion.*

22 **Deliverables:** 65% Planting and Irrigation Plans

23 **5.10 65% RETAINING WALL PLANS**

24 CONSULTANT shall prepare the 65% complete Retaining Wall Plans consisting of two walls. The first
25 masonry block wall on the west side of Hamner Avenue beginning approximately 300 feet north of Citrus
26 Avenue and extends north 700 feet. The second wall is anticipated to be on the west side of Hamner Avenue
27 between Alhambra Street and Detroit Street, a length of approximately 900 feet. Retaining wall plans will
28 consist of 20-scale plan and profile sheets with one typical section and detail sheet for each wall. Walls will
29 be Type 6 per CALTRANS Standard Plans. Decorative features including block style and color will be

1 provided by the Cities.

2 ***Deliverables:*** 65% Complete Retaining Wall Plans

3 **5.11 95% CIVIL ROADWAY PS&E**

4 Comments from COUNTY for the 65% roadway design submittal shall be reviewed and resolved. This task
5 includes all Civil components including Roadway Improvements, Cross Sections, Storm Drain Improvements,
6 Traffic Signal Modifications, Street Lighting, Landscape Planting and Irrigation, and Signing, Striping and
7 Traffic Control Plans, and Retaining Wall Plans. If needed, a meeting with the COUNTY or the review agency
8 shall be held to seek clarification on comments. CONSULTANT shall incorporate these comments into the
9 95% PS&E. CONSULTANT shall use Microsoft Word to prepare and edit CALTRANS 2015 Standard Special
10 Provisions (SSP) for Civil Roadway work at this submittal. Quantity calculation and construction cost
11 estimates in Microsoft Excel format with a contingency directed by COUNTY shall be prepared. At the 95%
12 completion level, the PS&E is considered substantially complete and ready for bid.

13 ***Deliverable(s):*** 95% Roadway Plans, Edited CALTRANS Standard Special Provisions, Quantities and
14 *Cost Estimates*

15 **5.12 FINAL 100% DESIGN PS&E AND CONTRACT BID DOCUMENTS**

16 CONSULTANT shall incorporate the COUNTY's review comments of the 95% Roadway PS&E, and compile
17 and submit final roadway PS&E packages per COUNTY requirements. The final plans are to be plotted on
18 "Arch D" size Mylar. CONSULTANT shall prepare the notice inviting bids and technical specifications by
19 utilizing the COUNTY's Boiler Plate documents. In the specifications, each item of work shall include a
20 method of measurement and payment. Specification documents, including technical specifications, shall be
21 provided on compact disc in Microsoft Word format as well as in PDF. The Engineer's estimate shall be
22 provided in Microsoft Excel format as well as in PDF.

23 The Final PS&E shall include organized Resident Engineer (RE) Pending File, which contains construction
24 related documents and information through the various project development phases for the roadway work.
25 The RE Pending File shall include as-built plans, geotechnical reports, and special instructions for the field
26 Resident Engineer, and COUNTY Inspectors.

27 ***Deliverable(s):*** Final Signed Plans, Specifications and Estimates, and RE Pending Files

28 **5.13 RIGHT-OF-WAY LEGAL DESCRIPTION AND PLATS**

29 Legal Descriptions and Plats (Legals) for those areas of Hamner Avenue to be acquired will be prepared by

1 COUNTY.

2 **5.14 RIGHT-OF-WAY APPRAISALS AND ACQUISITIONS**

3 Right-of-Way appraisals and acquisitions, if required, for those areas of Hamner Avenue to be acquired will
4 be prepared by COUNTY.

5 **PHASE III – CONSTRUCTION BIDDING AND AWARD SUPPORTS**

6 **6.1 ATTEND A PRE-BID MEETING**

7 CONSULTANT shall remain available to attend a pre-bid meeting to be scheduled in advance of the bid
8 opening date.

9 **6.2 BIDDING INTERPRETATIONS, BID REVIEW AND ANALYSIS**

10 CONSULTANT shall answer bidders' questions regarding the contract bid documents, and prepare bid
11 addenda if required. CONSULTANT shall perform bid review and analysis, if required.

12 **PHASE IV – DESIGN CONSTRUCTION SUPPORTS**

13 **6.3 ATTEND A PRE-CONSTRUCTION MEETING AND SITE MEETINGS**

14 CONSULTANT shall attend one pre-construction meeting as directed by COUNTY. CONSULTANT shall
15 perform up to four (4) site visits during the construction as requested by COUNTY.

16 **6.4 ADMINISTRATION, RESPOND CONTRACTOR'S RFI'S AND REVIEW SHOP DRAWINGS / SUBMITTALS**

17 CONSULTANT shall review shop drawings and submittals for conformance with the contract plans and
18 specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of
19 receipt.

20 CONSULTANT shall provide response to contractor's requests for information (RFI's) about the contract
21 plans and specifications forwarded to the design team by COUNTY within reasonable time of receipt.

22 **6.5 PREPARE CONSTRUCTION CHANGE ORDERS**

23 Upon written authorization from COUNTY, CONSULTANT shall provide engineering design services for
24 revisions to construction documents resulting from changed field or unforeseen conditions or other change
25 order work required due to actions of COUNTY. Subsequent change order documentation and processing
26 shall be prepared by COUNTY's Resident Engineer.

27 **6.6 PREPARE AS-BUILT PLANS**

28 Following the completion and acceptance of the project, CONSULTANT shall furnish COUNTY with a
29 complete set of revised contract drawings showing as-built conditions. Revisions shall be solely based on as-

1 built redlined information provided by COUNTY. The as-built plans shall be delivered to COUNTY within one
2 month of receipt of redlined plans.

3 In addition to any requirement as specified in this Agreement, all deliverables will be provided in Acrobat
4 Portable Document Format (pdf).

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ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV: Performance Period of this contract and with the following additional Performance Requirements. Time is of the essence in this contract.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. PHASES

This contract is divided into the following four milestones/phases:

- I. Preliminary Engineering and Environmental
- II. Plans, Specifications & Estimates
- III. Bid Support
- IV. Construction Support

B. SCHEDULE OF SERVICES • GANTT CHART

The chart provided below graphically illustrates the sequencing and completion time for the project.

TASK	START	FINISH	2019			2020			2021			2022			2023		
			J	F	M	A	M	J	J	F	M	A	M	J	J	F	M
Project Start	6/4/2019																
PHASE I - RESEARCH AND PRELIMINARY ENGINEERING	6/4/2019	11/4/2019															
PHASE I - ENVIRONMENTAL CLEARANCE AND DOCUMENTATION	6/4/2019	1/4/2020															
PHASE II - PLANS, SPECIFICATIONS AND ESTIMATE	1/5/2020	8/8/2020															
PHASE III - ADVERTISEMENT AND AWARD SUPPORT	8/9/2020	12/8/2020															
PHASE IV - CONSTRUCTION SUPPORT	12/9/2020	6/30/2023															

C. SUBMITTALS

Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

D. TIME EXTENSIONS

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

1 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended
2 to deny CONSULTANT of any available civil legal remedies in the event of a dispute

3 **E. FINAL ACCEPTANCE**

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

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ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee in accordance with "ARTICLE V ALLOWABLE COSTS AND PAYMENTS" and "ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS" of this Agreement. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, overhead, and other direct costs) incurred by CONSULTANT in performance of the work, exclusive of any fixed fee. A prorata portion of CONSULTANT's fixed fee shall be included in the progress payments. Actual costs shall not exceed the total estimated costs without prior written agreement between COUNTY and CONSULTANT.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided 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 CONSULTANT's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Cost Proposal Worksheets included in ARTICLE CVI • COST PROPOSAL. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

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

PAYROLL ADDITIVES..... 51.38 %

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..... 105.95 %

The decimal ratio of allowable Overhead Costs to CONSULTANT 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 157.33 %

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the CONSULTANT is \$31,412.15 (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 cost.

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit	Budget
Travel/Mileage	\$0.58	Mile	\$1,500
Printing, Plotting & Copies		Actual Cost	\$5,800
Mailing and Overnight Deliveries		Actual Cost	\$400
Conference Calls		Actual Cost	\$500
Non-Destructive Utility Potholing		Actual Cost	\$16,500

D. OUTSIDE SERVICES

Outside services shall be paid in accordance with the cost proposals approved for each Subconsultant. Billings for Outside Services shall be submitted along with the Prime Consultant's monthly progress billing submittals and shall be in conformance with the COUNTY Consulting Services Manual invoicing procedures.

ARTICLE CIII • 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

CONSULTANT 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

Senior Project Manager	\$89.50	hour
Senior Roadway Engineer	\$61.50	hour
Senior Bridge Engineer	\$61.50	hour
Design Engineer II	\$42.00	hour
Project Controller	\$58.50	hour

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

C. MINIMUM RATES

The minimum allowable wage rates are subject to "ARTICLE XII STATE PREVAILING WAGE RATES" of this Agreement and to Federal "Payment of Predetermined Minimum Wage" requirements as outlined below. The Federal requirements are only applicable if the services are being paid for in whole or in part with federal-aid funding.

The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or

1 other classifications based on hours of experience) or any other classification not appearing in the Federal
2 wage determinations. Where Federal wage determinations do not contain the State wage rate determination
3 otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors
4 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
5 employees in question.

6 **ARTICLE CIV • INVOICING**

7 CONSULTANT shall submit invoices in accordance with the "ARTICLE V • ALLOWABLE COSTS AND
8 PAYMENTS" of this Agreement, the COUNTY's Consulting Services Manual and with the following
9 requirements.

- 10 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise
11 agreed in writing by the County Contract Administrator.
- 12 2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in
13 Appendix B, Schedule of Services, shall be listed separately. The charges for each individual
14 assigned under this Agreement shall be listed separately.
- 15 3. Each invoice shall bear a certification signed by the CONSULTANT's Project Manager or an officer
16 of the firm which reads as follows:

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

19 **ARTICLE CV • PAYMENT**

20 Progress payments shall be made in accordance with ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of
21 this Agreement.

22 **ARTICLE CVI • COST PROPOSAL**

23 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will
24 serve as a guideline and reference document during the execution of this contract. The total amount of the
25 contract is not to exceed \$748,996.91. Reimbursement is to be made at actual cost plus fixed fee, however,
26 billing shall not exceed the rates provided in Section B above. In the event a contingency budget is provided,
27 COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the
28 performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY's
29 Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator in the form of

1 an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency
2 budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

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Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St Fee Proposal Summary

March 19, 2019

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
CNS Engineers, Inc Prime	\$ 119,492.14	\$ 225,979.64	\$ 3,867.21	\$ 20,894.64	\$ 370,233.62
CASC Engineering and Consulting Water Quality / NPDES Compliance	\$ 14,591.46	\$ 7,287.58			\$ 21,879.05
David Evans and Associates Landscape Arch.	\$ 24,930.80	\$ 45,021.60	\$ 1,276.44	\$ 9,907.16	\$ 81,135.99
Group Delta Consultants Geotechnical Investigations and ISA	\$ 44,904.01	\$ 24,858.51			\$ 69,762.52
ICF Jones and Stokes Environmental Clearance	\$ 146,372.25				\$ 146,372.25
KOA Corporation Traffic Signals and Street Lights	\$ 1,854.30	\$ 27,829.30		\$ 3,142.44	\$ 32,826.05
Webb Associates Drainage Engineering	\$ 6,902.24	\$ 16,062.40		\$ 3,822.78	\$ 26,787.43
TOTAL	\$ 359,047.20	\$ 347,039.04	\$ 5,143.65	\$ 37,767.02	\$ 748,996.91

Phase I **Preliminary Engineering & Environmental**

Phase II **Plans, Specs & Estimates**

Phase III **Bid Support**

Phase IV **Construction Support**

FEE PROPOSAL WORKSHEET		
COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Project Summary	PHASE: All Phases
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 19, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Senior Project Manager	124	@	\$89.50	\$11,098.00
	Senior Roadway Engineer	994	@	\$61.50	\$61,131.00
	Design Engineer II	1,044	@	\$42.00	\$43,848.00
	Project Controller	26	@	\$58.50	\$1,521.00
	Senior Bridge Engineer	24	@	\$61.50	\$1,476.00

TOTAL HOURS: **2,212** TOTAL AMOUNT: **\$119,074.00**

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	\$2,995.51
OVERHEAD @	51.38% (of Direct Labor + Escalation)	\$62,719.31
PAYROLL ADDITIVES @	105.95% (of Direct Labor + Escalation)	\$129,332.65
PROFIT (FIXED FEE)	10.0%	\$31,412.15
TOTAL MULTIPLIERS:		\$226,459.62

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction	1	@	\$5,800.00	\$5,800.00
Mailing and Overnight Delivery	1	@	\$400.00	\$400.00
Transportation	1	@	\$1,500.00	\$1,500.00
Conference Calls	1	@	\$500.00	\$500.00
Aztec Engineering Group - Non-Desctuctive Potholing	1	@	\$16,500.00	\$16,500.00

TOTAL ODC'S: **\$24,700.00**

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
CASC Engineering and Consulting	\$6,918.10	\$13,760.95	\$1,200.00	\$21,879.05
David Evans and Associates	\$26,221.10	\$53,414.89	\$1,500.00	\$81,135.99
Group Delta Consultants	\$15,452.57	\$33,134.95	\$21,175.00	\$69,762.52
ICF Jones and Stokes	\$42,341.66	\$83,147.59	\$20,883.00	\$146,372.25
KOA Corporation	\$11,288.40	\$21,087.65	\$450.00	\$32,826.05
Webb Associates	\$8,787.30	\$17,500.13	\$500.00	\$26,787.43

TOTAL SUBCONSULTANT SERVICES: **\$378,763.29**

GRAND TOTAL **\$748,996.91**

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant CNS Engineers, Inc. Contract No. _____ Date 4/25/2019

 Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$119,074.00	2212	=	\$53.83	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=	
Year 1	\$53.83	+	3.5%	=	\$55.72 Year 2 Avg Hourly Rate
Year 2	\$55.72	+	3.5%	=	\$57.67 Year 3 Avg Hourly Rate
Year 3	\$57.67	+	3.5%	=	\$59.68 Year 4 Avg Hourly Rate
Year 4	\$59.68	+	3.5%	=	\$61.77 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	30.00%	*	2212.0	=	663.6	Estimated Hours Year 1
Year 2	60.00%	*	2212.0	=	1327.2	Estimated Hours Year 2
Year 3	5.00%	*	2212.0	=	110.6	Estimated Hours Year 3
Year 4	5.00%	*	2212.0	=	110.6	Estimated Hours Year 4
Year 5	0.00%	*	2212.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2212.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$53.83	*	664	=	\$35,722.20	Estimated Hours Year 1
Year 2	\$55.72	*	1327	=	\$73,944.95	Estimated Hours Year 2
Year 3	\$57.67	*	111	=	\$6,377.75	Estimated Hours Year 3
Year 4	\$59.68	*	111	=	\$6,600.97	Estimated Hours Year 4
Year 5	\$61.77	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$122,645.88	
	Direct Labor Subtotal before Escalation			=	\$119,074.00	
	Estimated total of Direct Labor Salary Increase (Dollar Amount)			=	\$3,571.88	Transfer to Cost Proposal
	Estimated total of Direct Labor Salary Increase (%)			=	(\$2,995.51 is used.) 3.000%	Transfer to Cost Proposal

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

FEE PROPOSAL WORKSHEET

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Preliminary Engineering & Environmental	PHASE: Phase I
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 19, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Senior Project Manager	56	@	\$89.50	\$5,012.00
	Senior Roadway Engineer	306	@	\$61.50	\$18,819.00
	Design Engineer II	216	@	\$42.00	\$9,072.00
	Project Controller	10	@	\$58.50	\$585.00
	Senior Bridge Engineer			\$61.50	

TOTAL HOURS: **588** TOTAL AMOUNT: **\$33,488.00**

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	51.38%	(of Direct Labor + Escalation)	\$17,206.13
PAYROLL ADDITIVES @	105.95%	(of Direct Labor + Escalation)	\$35,480.54
PROFIT (FIXED FEE)	10.0%		\$8,617.47
TOTAL MULTIPLIERS:			\$61,304.14

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction	1	@	\$5,800.00	\$5,800.00
Mailing and Overnight Delivery	1	@	\$400.00	\$400.00
Transportation	1	@	\$1,500.00	\$1,500.00
Conference Calls	1	@	\$500.00	\$500.00
Aztec Engineering Group - Non-Destructive Potholing	1	@	\$16,500.00	\$16,500.00

TOTAL ODC'S: **\$24,700.00**

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
CASC Engineering and Consulting	\$4,534.10	\$8,857.36	\$1,200.00	\$14,591.46
David Evans and Associates	\$7,903.50	\$15,527.30	\$1,500.00	\$24,930.80
Group Delta Consultants	\$7,679.54	\$16,049.47	\$21,175.00	\$44,904.01
ICF Jones and Stokes	\$42,341.66	\$83,147.59	\$20,883.00	\$146,372.25
KOA Corporation	\$506.00	\$898.30	\$450.00	\$1,854.30
Webb Associates	\$2,196.31	\$4,205.93	\$500.00	\$6,902.24

TOTAL SUBCONSULTANT SERVICES: **\$239,555.06**

TOTAL **\$359,047.20**

FEE PROPOSAL WORKSHEET

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Plans, Specs & Estimates	PHASE: Phase II
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 19, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Senior Project Manager	64	@	\$89.50	\$5,728.00
	Senior Roadway Engineer	596	@	\$61.50	\$36,654.00
	Design Engineer II	770	@	\$42.00	\$32,340.00
	Project Controller	16	@	\$58.50	\$936.00
	Senior Bridge Engineer	24	@	\$61.50	\$1,476.00

TOTAL HOURS: 1,470 TOTAL AMOUNT: \$77,134.00

MULTIPLIERS

ESCALATION @	3.50%	(of Direct Labor)	\$2,699.69
OVERHEAD @	51.38%	(of Direct Labor + Escalation)	\$41,018.55
PAYROLL ADDITIVES @	105.95%	(of Direct Labor + Escalation)	\$84,583.79
PROFIT (FIXED FEE)	10.0%		\$20,543.60
TOTAL MULTIPLIERS:			\$148,845.64

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction			\$5,800.00	
Mailing and Overnight Delivery			\$400.00	
Transportation			\$1,500.00	
Conference Calls			\$500.00	
Aztec Engineering Group - Non-Destructive Potholing			\$16,500.00	

TOTAL ODC'S:

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
CASC Engineering and Consulting	\$2,384.00	\$4,903.58		\$7,287.58
David Evans and Associates	\$14,672.80	\$30,348.80		\$45,021.60
Group Delta Consultants	\$7,773.03	\$17,085.48		\$24,858.51
ICF Jones and Stokes				
KOA Corporation	\$9,688.40	\$18,140.90		\$27,829.30
Webb Associates	\$5,323.92	\$10,738.48		\$16,062.40

TOTAL SUBCONSULTANT SERVICES: \$121,059.40

TOTAL **\$347,039.04**

FEE PROPOSAL WORKSHEET		
COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Bid Support	PHASE: Phase III
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 19, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
James J. Lu	Senior Project Manager		\$89.50		
	Senior Roadway Engineer	16	@ \$61.50	\$984.00	
	Design Engineer II	8	@ \$42.00	\$336.00	
	Project Controller		\$58.50		
	Senior Bridge Engineer		\$61.50		
		TOTAL HOURS:	24	TOTAL AMOUNT:	\$1,320.00

MULTIPLIERS

ESCALATION @	3.50%	(of Direct Labor)	\$46.20
OVERHEAD @	51.38%	(of Direct Labor + Escalation)	\$701.95
PAYROLL ADDITIVES @	105.95%	(of Direct Labor + Escalation)	\$1,447.49
PROFIT (FIXED FEE)	10.0%		\$351.56
TOTAL MULTIPLIERS:			\$2,547.21

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction			\$5,800.00	
Mailing and Overnight Delivery			\$400.00	
Transportation			\$1,500.00	
Conference Calls			\$500.00	
Aztec Engineering Group - Non-Destructive Potholing			\$16,500.00	
TOTAL ODC'S:				

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
CASC Engineering and Consulting				
David Evans and Associates	\$416.00	\$860.44		\$1,276.44
Group Delta Consultants				
ICF Jones and Stokes				
KOA Corporation				
Webb Associates				

TOTAL SUBCONSULTANT SERVICES: \$1,276.44

TOTAL \$5,143.65

FEE PROPOSAL WORKSHEET

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Construction Support	PHASE: Phase IV
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 19, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Senior Project Manager	4	@	\$89.50	\$358.00
	Senior Roadway Engineer	76	@	\$61.50	\$4,674.00
	Design Engineer II	50	@	\$42.00	\$2,100.00
	Project Controller			\$58.50	
	Senior Bridge Engineer			\$61.50	

TOTAL HOURS: **130** TOTAL AMOUNT: **\$7,132.00**

MULTIPLIERS

ESCALATION @	3.50%	(of Direct Labor)	\$249.62
OVERHEAD @	51.38%	(of Direct Labor + Escalation)	\$3,792.68
PAYROLL ADDITIVES @	105.95%	(of Direct Labor + Escalation)	\$7,820.83
PROFIT (FIXED FEE)	10.0%		\$1,899.51

TOTAL MULTIPLIERS: **\$13,762.64**

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction			\$5,800.00	
Mailing and Overnight Delivery			\$400.00	
Transportation			\$1,500.00	
Conference Calls			\$500.00	
Aztec Engineering Group - Non-Desctuctive Potholing			\$16,500.00	

TOTAL ODC'S:

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
CASC Engineering and Consulting				
David Evans and Associates	\$3,228.80	\$6,678.36		\$9,907.16
Group Delta Consultants				
ICF Jones and Stokes				
KOA Corporation	\$1,094.00	\$2,048.44		\$3,142.44
Webb Associates	\$1,267.07	\$2,555.71		\$3,822.78

TOTAL SUBCONSULTANT SERVICES: **\$16,872.38**

TOTAL **\$37,767.02**

MANHOURLY WORKSHEET

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Manhour Summary	PHASE: All Phases
PROJECT: Hammer Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 19, 2019

TASK	SENIOR PROJECT MANAGER	SENIOR PROJECT MANAGER II	DESIGN ENGINEER II	PROJECT CONTROLLER	SENIOR BRIDGE ENGINEER	HOURS	HOURS
							(Top & Bottom)

\$253.34 \$174.08 \$118.89 \$165.59 \$174.08

PHASE TOTALS	124	994	1,044	26	24	2,212	2,212
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PHASE I	56	306	216	10		588	588
PHASE II	64	596	770	16	24	1,470	1,470
PHASE III		16	8			24	24
PHASE IV	4	76	50			130	130

TASK	HOURS

PHASE TOTALS	
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PHASE I	
PHASE II	
PHASE III	
PHASE IV	

MANHOURLY WORKSHEET

COMPANY: **CNS Engineers, Inc.** SCOPE OF WORK: **Preliminary Engineering & Environmental** PHASE: **Phase I**

PROJECT: **Hammer Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St** DATE: **March 19, 2019**

TASK	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER II	PROJECT CONTROLLER	SENIOR BRIDGE ENGINEER	HOURS	COST

\$253.34 \$174.08 \$118.89 \$165.59 \$174.08

Total Manhours	56	306	216	10	10	588
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	56	306	216	10	10																	94	\$ 17,547		
1.0 PROJECT MANAGEMENT																									
1.1 Project Management		16	68																			10	\$ 17,547		
1.2 Project Team Meetings		12	46																				58	\$ 11,048	
1.3 Quality Control and Quality Assurance		28	40																				68	\$ 14,057	
2.0 RESEARCH AND DATA GATHERING																									
2.1 Collect and Review Existing Information			4	8																			12	\$ 1,647	
2.2 Conduct Field Review			8																				8	\$ 1,393	
3.0 PRELIMINARY ENGINEERING																									
3.1 Preliminary Utility Mapping			12	20																				32	\$ 4,467
3.2 Permits (By County)																									
3.3 Survey and Right of Way Mapping																									
3.4 Right-of-Way Requirements Map			12	20																				32	\$ 4,467
3.5 Geometric Approval Drawings		68	120																					188	\$ 26,104
3.6 Preliminary Drainage Engineering		4																						4	\$ 696
3.7 Advisory and Mandatory Fact Sheets		24	16																					40	\$ 6,080
3.8 Engineer's Estimate		12	20																					32	\$ 4,467
3.9 Medians north of Citrus Prelim Engineering		8	12																					20	\$ 2,819
4.0 ENVIRONMENTAL CLEARANCE / TECHNICAL REPORT																									
4.1 Environmental Management / Meetings																									
4.1.1 Environmental Management																									
4.1.2 Environmental Meetings																									
4.2 Technical Studies																									
4.2.1 Hazardous Waste (Initial Site Assessment)																									
4.2.2 Preliminary Site Assessment (Optional)																									
4.2.3 Water Quality Assessment Studies																									
4.2.4 Cultural Resources Technical Report																									

MANHOURLY WORKSHEET		SCOPE OF WORK:		PHASE:			
COMPANY: CNS Engineers, Inc.		Plans, Specs & Estimates		Phase II			
PROJECT: Hammer Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St				DATE: March 19, 2019			
TASK	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER II	PROJECT CONTROLLER	SENIOR BRIDGE ENGINEER	HOURS	COST
	\$253.34	\$174.08	\$118.89	\$169.59	\$174.08		
Total Manhours	64	596	770	16	24	1,470	
1.0 PROJECT MANAGEMENT							
1.1 Project Management	24	72		16		112	\$ 21,264
1.2 Project Team Meetings	12	52				64	\$ 12,092
1.3 Quality Control and Quality Assurance	28	40				68	\$ 14,057
5.0 PLANS, SPECIFICATIONS AND ESTIMATES							
5.1 Geotechnical Design Report							
5.2 Storm Water Pollution Prevention Plan (SWPPP)							
5.3 Utility Relocation Coordination	64	24				88	\$ 13,995
5.4 65% Roadway Plans	120	280				400	\$ 54,178
5.5 65% Storm Drain Plans							
5.6 65% Traffic Signal Modification Plans							
5.7 65% Street Lighting Plans							
5.8 65% Signing Striping and Traffic Control	56	112				168	\$ 23,064
5.9 65% Planting and Irrigation Plans							
5.10 65% Retaining Wall Plans	16	90		24		130	\$ 17,663
5.11 95% Design Civil PS&E	120	184				304	\$ 42,765
5.12 Final 100% Design PS&E and Contract Bid Documents	40	56				96	\$ 13,621
5.13 Right-of-Way Legal Descriptions and Plats							
5.14 Right-of-Way Appraisal and Acquisition (13 cases)							
5.15 PS&E of Raised Landscaped Medians north of Citrus	16	24				40	\$ 5,639

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: CASC Consulting and Engineering	SCOPE OF WORK: Water Quality / NPDES Compliance	PHASE: All Phases
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 18, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Jeff Endicott	Engineering Director	9	@ \$71.50	\$643.50
Michael Gentile	Senior Engineer	32	@ \$58.00	\$1,856.00
Chris Ogaz	Project Engineer	18	@ \$41.00	\$738.00
	Design Engineer II	34	@ \$28.65	\$974.10
	Stormwater Quality Tech Support I	98	@ \$25.00	\$2,450.00
	Project Coordinator/Administrator I	9	@ \$28.50	\$256.50
TOTAL HOURS		200	TOTAL DIRECT LABOR	\$6,918.10

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	\$83.44
OVERHEAD @	117.60% (of Direct Labor + Escalation)	\$8,233.81
PAYROLL ADDITIVES @	50.90% (of Direct Labor + Escalation)	\$3,563.78
PROFIT (FIXED FEE)	10.0%	\$1,879.91
TOTAL MULTIPLIERS		\$13,760.95

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction	1	@	\$1,000.00	\$1,000.00
Transportation	1	@	\$200.00	\$200.00
TOTAL ODC'S				\$1,200.00

TOTAL **\$21,879.05**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: CASC Consulting and Engineering	SCOPE OF WORK: Water Quality / NPDES Compliance	PHASE: Phase I
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 18, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Jeff Endicott	Engineering Director	8	@	\$71.50	\$572.00	
Michael Gentile	Senior Engineer	28	@	\$58.00	\$1,624.00	
Chris Ogaz	Project Engineer			\$41.00		
	Design Engineer II	34	@	\$28.65	\$974.10	
	Stormwater Quality Tech Support I	50	@	\$25.00	\$1,250.00	
	Project Coordinator/Administrator I	4	@	\$28.50	\$114.00	
		TOTAL HOURS		124	TOTAL DIRECT LABOR	\$4,534.10

MULTIPLIERS

ESCALATION @		(of Direct Labor)		
OVERHEAD @	117.60%	(of Direct Labor + Escalation)	\$5,332.10	
PAYROLL ADDITIVES @	50.90%	(of Direct Labor + Escalation)	\$2,307.86	
PROFIT (FIXED FEE)	10.0%		\$1,217.41	
			TOTAL MULTIPLIERS	\$8,857.36

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Reproduction	1	@	\$1,000.00	\$1,000.00	
Transportation	1	@	\$200.00	\$200.00	
				TOTAL ODC'S	\$1,200.00

TOTAL **\$14,591.46**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: CASC Consulting and Engineering	SCOPE OF WORK: Water Quality / NPDES Compliance	PHASE: Phase II
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 18, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Jeff Endicott	Engineering Director	1	@ \$71.50	\$71.50	
Michael Gentile	Senior Engineer	4	@ \$58.00	\$232.00	
Chris Ogaz	Project Engineer	18	@ \$41.00	\$738.00	
	Design Engineer II		\$28.65		
	Stormwater Quality Tech Support I	48	@ \$25.00	\$1,200.00	
	Project Coordinator/Administrator I	5	@ \$28.50	\$142.50	
		TOTAL HOURS	76	TOTAL DIRECT LABOR	\$2,384.00

MULTIPLIERS

ESCALATION @	3.50%	(of Direct Labor)	\$83.44
OVERHEAD @	117.60%	(of Direct Labor + Escalation)	\$2,901.71
PAYROLL ADDITIVES @	50.90%	(of Direct Labor + Escalation)	\$1,255.93
PROFIT (FIXED FEE)	10.0%		\$662.51
TOTAL MULTIPLIERS			\$4,903.58

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction			\$1,000.00	
Transportation			\$200.00	
				TOTAL ODC'S

TOTAL **\$7,287.58**

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY: CASC Consulting and Engineering	SCOPE OF WORK: Water Quality / NPDES Compliance	PHASE: All Phases
PROJECT: Harmer Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 18, 2019

TASK	ENGINEERING DIRECTOR	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER II	STORMWATER QUALITY TECH SUPPORT I	COORDINATOR/ADMINISTRATOR	HOURS
	9	32	18	34	98	9	200

\$211.18 \$171.30 \$121.09 \$84.62 \$73.84 \$84.17

PHASE TOTALS	9	32	18	34	98	9	200
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PHASE I	8	28		34	50	4	124
PHASE II	1	4	18		48	5	76
PHASE III							
PHASE IV							

SUBCONSULTANT MANHOOUR WORKSHEET

COMPANY: CASC Consulting and Engineering
 PROJECT: Hammer Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St
 SCOPE OF WORK: Water Quality / NPDES Compliance
 PHASE: Phase I
 DATE: March 18, 2019

TASK	ENGINEERING DIRECTOR	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER III	STORMWATER QUALITY TECH SUPPORT I	PROJECT COORDINATOR/ADMINISTRATOR I	HOURS	COST
	\$211.18	\$171.30	\$121.08	\$84.82	\$73.84	\$84.17		

Total Manhours	8	28	34	50	4	124
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	8	28	34	50	4	124
1.0 PROJECT MANAGEMENT						
1.1 Project Management						
1.2 Project Team Meetings						
1.3 Quality Control and Quality Assurance						
2.0 RESEARCH AND DATA GATHERING						
2.1 Collect and Review Existing Information						
2.2 Conduct Field Review						
3.0 PRELIMINARY ENGINEERING						
3.1 Preliminary Utility Mapping						
3.2 Permits (By County)						
3.3 Survey and Right of Way Mapping						
3.4 Right-of-Way Requirements Map						
3.5 Geometric Approval Drawings						
3.6 Preliminary Drainage Engineering						
3.7 Advisory and Mandatory Fact Sheets						
3.8 Engineer's Estimate						
3.9 Medians north of Citrus Prelim Engineering						
4.0 ENVIRONMENTAL CLEARANCE / TECHNICAL REPORT						
4.1 Environmental Management / Meetings						
4.1.1 Environmental Management						
4.1.2 Environmental Meetings						
4.2 Technical Studies						
4.2.1 Hazardous Waste (Initial Site Assessment)						
4.2.2 Preliminary Site Assessment (Optional)						
4.2.3 Water Quality Assessment Studies	8	28	34	50	4	124
4.2.4 Cultural Resources Technical Report						
4.2.5 Biological Technical Report						
4.2.5.1 Biological Technical Report						
4.2.5.2 Focused Survey for Special Status Plants						
4.2.5.3 Burrowing Owl Habitat Focused Surveys						
4.2.6 Traffic Study by County						
4.3 CEQA Processing						

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: CASC Consulting and Engineering
 PROJECT: Hammer Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St
 SCOPE OF WORK: Water Quality / NPDES Compliance
 PHASE: Phase II
 DATE: March 18, 2019

TASK	ENGINEERING DIRECTOR	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER II	STORMWATER QUALITY TECH SUPPORT	PROJECT ADMINISTRATION	HOURS	COST
	\$211.15	\$171.30	\$121.09	\$54.62	\$73.84	\$84.17		

	1	4	18	48	5	76
Total Manhours	1	4	18	48	5	76
1.0 PROJECT MANAGEMENT						
1.1 Project Management						
1.2 Project Team Meetings						
1.3 Quality Control and Quality Assurance						
5.0 PLANS, SPECIFICATIONS AND ESTIMATES						
5.1 Geotechnical Design Report						
5.2 Storm Water Pollution Prevention Plan (SW	1	4	18	48	5	76
5.3 Utility Relocation Coordination						
5.4 65% Roadway Plans						
5.5 65% Storm Drain Plans						
5.6 65% Traffic Signal Modification Plans						
5.7 65% Street Lighting Plans						
5.8 65% Signing Striping and Traffic Control						
5.9 65% Planting and Irrigation Plans						
5.10 65% Retaining Wall Plans						
5.11 95% Design Civil PS&E						
5.12 Final 100% Design PS&E and Contract Bid Documents						
5.13 Right-of-Way Legal Descriptions and Plats						
5.14 Right-of-Way Appraisal and Acquisition (13 cases)						
5.15 PS&E of Raised Landscaped Medians north of Citrus						

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: David Evans and Associates	SCOPE OF WORK: Landscape Arch.	PHASE: All Phases
PROJECT: Hamner Avenue Widening from Schleisman St to Citrus St and from Detroit St to Sixth St		DATE: March 18, 2019

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Robert D. Vasquez	Senior Project Manager		\$71.59	
Paul Perea	Project Surveyor		\$59.43	
Dave Crosswhite	Project Surveyor		\$59.74	
John "Jay" Bentley	Survey Analyst		\$49.73	
Bryan Hernandez	Survey CADD		\$36.77	
Dolores Moriera	Project Coordinator		\$33.70	
Chris Dominquez	Survey Party Chief		\$53.61	
Robert Muro	Survey Instrumentman		\$48.36	
Kim S. Rhodes	Landscape Architect/QAQC	27	@ \$67.90	\$1,833.30
Todd Holmes	Senior Landscape Architect	183	@ \$52.00	\$9,516.00
Monique Quintero	Landscape Designer	205	@ \$24.00	\$4,920.00
Danny Wang	Senior Landscape Designer	42	@ \$35.00	\$1,470.00
Kevin Perez	Irrigation Designer	104	@ \$28.00	\$2,912.00
Jon-sen Oen	Senior Irrigation Designer	123	@ \$39.00	\$4,797.00
Marga Rosso	Project Administrator	24	@ \$32.20	\$772.80
TOTAL HOURS		708	AL DIRECT LABOR	\$26,221.10

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	\$641.12
OVERHEAD @	113.31% (of Direct Labor + Escalation)	\$30,437.58
PAYROLL ADDITIVES @	56.20% (of Direct Labor + Escalation)	\$15,096.57
PROFIT (FIXED FEE)	10.0%	\$7,239.64
TOTAL MULTIPLIERS		\$53,414.89

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction	1	@	\$600.00	\$600.00
Mailing and Overnight Delivery	1	@	\$300.00	\$300.00
Transportation	1	@	\$600.00	\$600.00

TOTAL ODC'S \$1,500.00

TOTAL \$81,135.99