

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



**ITEM: 3.27**  
**(ID # 14503)**

**MEETING DATE:**  
Tuesday, April 13, 2021

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Consultant Services Agreement between the County of Riverside and Michael Baker International, Inc., for the preparation of Plans, Specifications, Estimate, and to provide bid and construction support for proposed improvements to the Monroe St / I-10 Interchange. District 4. [\$5,393,104 Total Cost - Local Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Consultant Services Agreement between the County of Riverside and Michael Baker International, Inc., for the I-10/Monroe Street Interchange Improvements and authorize the Chairwoman of the Board to execute the same.

**ACTION:Policy**

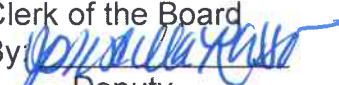
  
Mark Lancaster, Director of Transportation 3/23/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: April 13, 2021  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 300,000	\$ 1,500,000	\$ 5,393,104	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Coachella Valley Association of Governments (CVAG) (75%), City of Indio (25%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 20/21 - 27/28	

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

**BACKGROUND:**

**Summary**

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

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

Through the Request for Proposals (RFP) process in compliance with Caltrans Local Assistance Procedures Manual, Michael Baker International (MBI) was selected to provide the necessary environmental and engineering services for Phase I – Preliminary Engineering and Environmental Document which was awarded by the Board of Supervisors on January 30, 2018 (Agenda Item No. 3.17) and completed in December 2020. Based on their performance in Phase 1, MBI has been selected again to provide engineering services to complete the following phases of the project: Phase II – Plans, Specifications, and Estimate, Phase III – Bid Support, and Phase IV – Construction Support.

The detailed scope, proposed schedule, and negotiated fee for performing the consultant services for the project are provided in Appendices “A”, “B” and “C” respectively of the subject agreement.

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

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

**Impact on Residents and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The consultant's proposed fee for Phase II, Phase III, and Phase IV is \$4,902,821.36. This agreement also includes a 10% contingency of \$490,282.14 which is to be used only with prior written approval from the county's contract administrator.

On January 9, 2018 (Agenda Item No. 3.28), the County Board of Supervisors approved the Amended and Restated Reimbursement Agreement Amendment to an Inter-Agency Cooperative Agreement between the Coachella Valley Association of Governments (CVAG), City of Indio, and the County of Riverside for the Monroe Street/I-10 Project. This amendment delegated the County as lead Agency for this project and provided the funding for the preliminary engineering phase of the project.

On November 23, 2020, CVAG approved Amendment No. 4 to the Reimbursement Agreement (January 29, 2018 Amended and Restated Reimbursement Agreement Amendment) between CVAG, the City of Indio, and the County to provide additional funding to complete Phase II - plans, specifications, and estimates in the amount of \$5,765,200. The amendment to the reimbursement agreement was approved at the March 23, 2021 Board of Supervisors meeting.

The consultant's negotiated fee of \$4,902,821.36 proposed for this contract is in line with interchange and structures projects of similar scope.

The County is not responsible for funding any portion of this project.

**ATTACHMENTS:**

Monroe St Consultant Services Agreement  
Monroe Vicinity Map

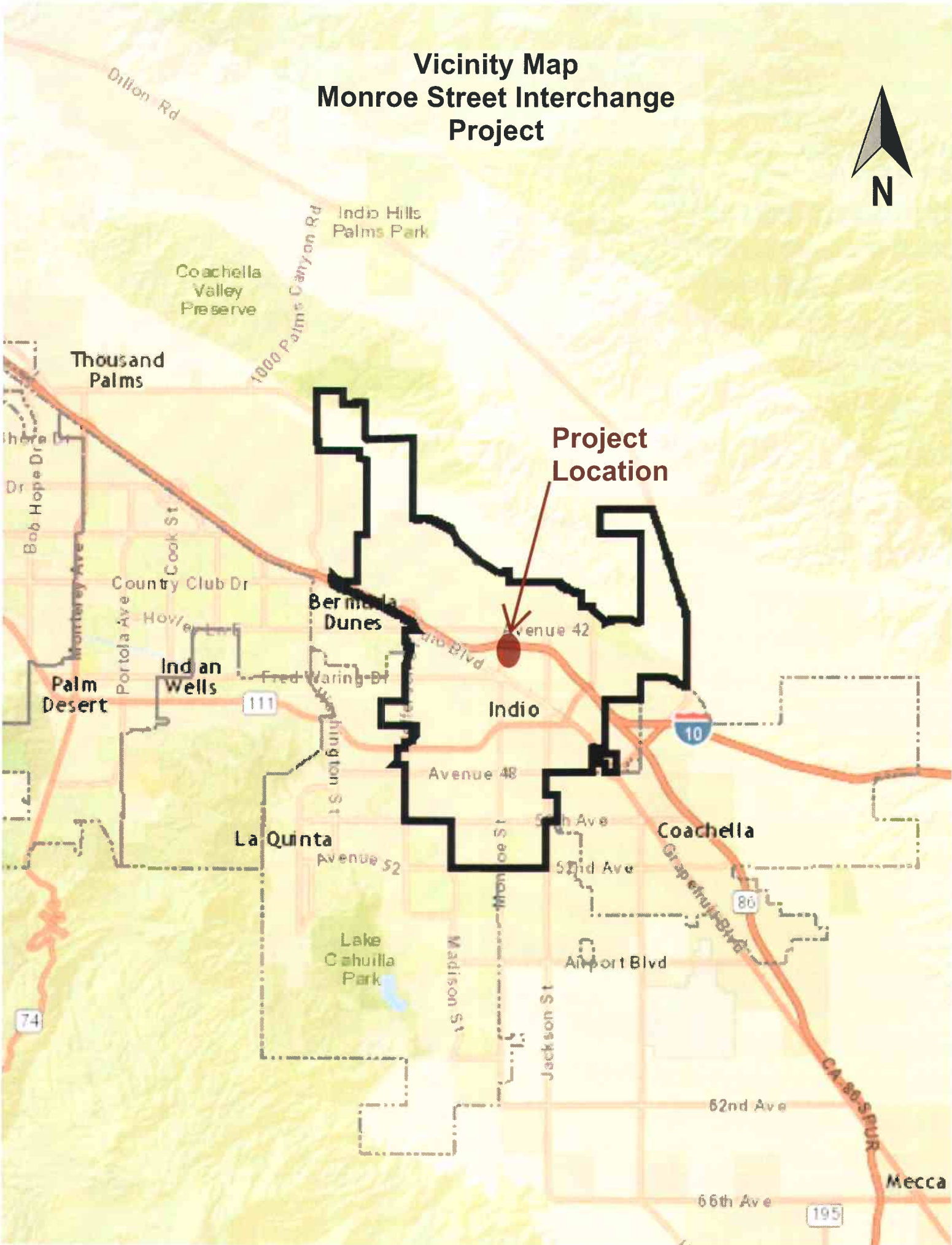
  
Jason Farin, Principal Management Analyst

4/5/2021

  
Gregory P. Priamos, Director County Counsel

3/26/2021

# Vicinity Map Monroe Street Interchange Project



**Project Location**

Bermuda Dunes

Indio

Coachella

La Quinta

Mecca



Contract No.: 21-03-007  
Termination Date: 03/02/2028  
Amount Authorized: \$5,393,103.50  
Federal Funding:   
State Funding:

## CONSULTING SERVICES AGREEMENT

for

**I-10/Monroe Street Interchange Improvements**

between

**County of Riverside • Transportation Department**

and

**Michael Baker International, Inc.**



APR 13 2021 3.27

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<b>ATTACHMENTS</b>	
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1 **ARTICLE I INTRODUCTION**

2 A. This Consultant Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and  
3 between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as  
4 "COUNTY", and MICAH EL BAKER INTERNATIONAL INC, hereinafter referred to as "CONSULTANT".

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

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

8 Rebecca M. Young, PE

9 Located at:

10 3536 Concourse, Suite 100 Ontario, CA 91764

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

12 John Ashlock, PE

13 Located at:

14 4080 Lemon St, 8<sup>th</sup> Floor, Riverside, CA 92502

15 C. CONSULTANT shall perform:

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

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

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

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

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

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

26 G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of  
27 CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise  
28 expressly so provided.

29 H. COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in

1 the effort to complete the PROJECT.

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

5 CALTRANS

6 Federal Highway Administration

7 City of Indio

8 Coachella Valley Water District

9 Coachella Valley Association of Governments

10 U.S. Fish & Wildlife Service

11 Army Corps of Engineers

12 California Department of Fish and Game

13 Regional Water Quality Control Board

14 Coachella Valley Conservation Commission

15 Utility Companies

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

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

- 24 • Meeting Agendas
- 25 • Meeting Sign-in Sheets
- 26 • Meeting Minutes (prior meeting)
- 27 • Action Items Tracking List
- 28 • Deliverables Tracking List
- 29 • Schedule Summary



1 B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could  
2 be as often as monthly, to discuss progress on the contract.

3 **ARTICLE III STATEMENT OF WORK**

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

7 **ARTICLE IV PERFORMANCE PERIOD**

8 A. This contract shall go into effect on the date first entered into by COUNTY, and CONSULTANT shall commence  
9 work after written notification to proceed by COUNTY'S Contract Administrator. The contract shall end on  
10 February 28<sup>th</sup>, 2028, unless extended by contract amendment.

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

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

16 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

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

29 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$347,250.57. The

1 fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope  
2 of work and such adjustment is made by contract amendment.

3 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the  
4 Compensation Plan.

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

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

13 F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

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

24 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$4,902,821.36.

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

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

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

Federal funds:  are included  are not included

State funds:  are included  are not included

**ARTICLE VI TERMINATION**

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

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

**ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

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

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

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

**ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor,

COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**ARTICLE IX AUDIT REVIEW PROCEDURES**

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

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

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

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

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

E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this



1 contract then compliance with the auditing provisions as described below is required. If the services are not  
2 identified as funded in whole or in part with Federal or State funds then compliance with the auditing provisions  
3 of Article IX.D shall apply.

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

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

- 21 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed  
22 rate.  
23 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed  
24 rate.  
25 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

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

1 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to  
2 issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead  
3 cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the  
4 ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will  
5 become the actual and final ICR for reimbursement purposes under this contract.

6 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:  
7 (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under  
8 this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its  
9 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than  
10 60 days after occurrence of the last of these items.

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

13 **ARTICLE X SUBCONTRACTING**

14 A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any  
15 subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations  
16 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its  
17 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and  
18 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its  
19 subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the  
20 CONSULTANT.

21 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and  
22 no portion of the work pertinent to this contract shall be subcontracted without written authorization by  
23 COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.

24 C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made  
25 to CONSULTANT by COUNTY.

26 D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract  
27 to be applicable to subconsultants.

28 E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to  
29 the start of work by the subconsultant(s).

1 **ARTICLE XI EQUIPMENT PURCHASE**

2 A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT  
3 enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or  
4 CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring  
5 such costs.

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

9 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain  
10 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at  
11 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and  
12 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the  
13 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal  
14 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in  
15 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.  
16 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's  
17 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained  
18 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the  
19 equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part  
20 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000  
21 is credited to the project.

22 **ARTICLE XII STATE PREVAILING WAGE RATES**

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

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

28 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction  
29 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of

1 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the  
2 Director of Industrial Relations.

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

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

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

10 **ARTICLE XIII CONFLICT OF INTEREST**

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

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

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

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

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

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



1 or other unlawful consideration.

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

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

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

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

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

23 **ARTICLE XVI STATEMENT OF COMPLIANCE**

24 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury  
25 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the  
26 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of  
27 Regulations, Section 11102.

28 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully  
29 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,

1 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV  
2 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,  
3 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their  
4 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT  
5 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code  
6 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,  
7 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission  
8 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the  
9 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if  
10 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this  
11 clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

25 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

26 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws  
27 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to  
28 Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she or  
29 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently

1 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has  
2 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the  
3 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or  
4 had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or  
5 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to  
6 COUNTY.

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

10 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration  
11 are to be determined by the Federal Highway Administration.

12 **ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

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

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

24 **ARTICLE XIX CHANGE IN TERMS**

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

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

28 C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement  
29 of Work but that are consistent with and needed to complete the contracted services and do not require an

1 increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget  
2 allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as  
3 follows:

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

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

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

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

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

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

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

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

27 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the  
28 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall  
29 not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.



1 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of  
2 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach  
3 of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems  
4 appropriate.

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

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

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

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

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

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

29 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form

1 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"  
2 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized  
3 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to  
4 provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar  
5 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to  
6 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),  
7 First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

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

12 **ARTICLE XXI CONTINGENT FEE**

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

20 **ARTICLE XXII DISPUTES**

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

1 protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all  
2 matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to  
3 matters properly falling within COUNTY's authority.

4 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of  
5 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of  
6 Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.

7 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and  
8 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,  
9 other than audit. The request for review will be submitted in writing.

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

12 **ARTICLE XXIII INSPECTION OF WORK**

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

16 **ARTICLE XXIV SAFETY**

17 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety  
18 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety  
19 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests  
20 at all times while working on the construction project site.

21 B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such  
22 areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of  
23 the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take  
24 all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public  
25 from injury and damage from such vehicles.

26 C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

27 D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided  
28 under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)  
29 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,

1 work, method, operation, or process related to the construction or excavation of trenches which are five feet or  
2 deeper.

3 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

4 A. Basic Indemnity

5 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel  
6 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,  
7 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and  
8 each of their respective directors, members officers, employees, agents, volunteers and representatives  
9 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission  
10 constituting ordinary and not professional negligence (including, without limitation, negligent breach of  
11 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their  
12 respective employees, agents, representatives, or independent contractors.

13 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,  
14 actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees  
15 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,  
16 arbitrator and arbitration fees and mediator and mediation fees.3.CONSULTANT further agrees to and  
17 shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands,  
18 actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages,  
19 compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this  
20 contract and arising out of work performed for COUNTY pursuant to this contract. The Indemnitees shall  
21 be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in  
22 part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;  
23 provided however, that nothing contained herein shall be construed as obligating CONSULTANT to  
24 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph  
25 B. below.

26 B. Indemnity for Design Professional Services

27 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel  
28 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,  
29 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful



1 misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or  
2 their respective employees, agents, representatives, or independent contractors. The Indemnitees shall  
3 be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in  
4 part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;  
5 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to  
6 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.  
7 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of  
8 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and  
9 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,  
10 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional  
11 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,  
12 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not  
13 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to  
14 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively  
15 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

- 16 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall  
17 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a  
18 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such  
19 negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and  
20 Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- 21 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with  
22 provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.
- 23 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or  
24 type of damages, compensation or benefits payable under any policy of insurance, workers' compensation  
25 acts, disability benefit acts or other employee benefit acts.
- 26 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in  
27 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

28 B. INSURANCE

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

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

6 1. Workers' Compensation:

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

12 2. Commercial General Liability:

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

20 3. Vehicle Liability:

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

26 4. Professional Liability

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

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

7 5. General Insurance Provisions - All lines:

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

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

20 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside  
21 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
22 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by  
23 the County Risk Manager, provide original Certified copies of policies including all Endorsements and  
24 all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
25 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days  
26 written notice shall be given to the County of Riverside prior to any material modification, cancellation,  
27 expiration or reduction in coverage of such insurance. In the event of a material modification,  
28 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the  
29 County of Riverside receives, prior to such effective date, another properly executed original Certificate

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

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

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

18 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants  
19 working under this Agreement.

20 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
21 insurance acceptable to the COUNTY.

22 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may  
23 give rise to a claim arising from the performance of this Agreement.

24 **ARTICLE XXVI OWNERSHIP OF DATA**

25 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this  
26 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer  
27 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete  
28 the review and approval process.

29 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-

1 readable form, are intended for one-time use in the construction of the project for which this contract has been  
2 entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used  
3 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and  
4 COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of  
5 COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether  
6 the PROJECT is implemented or not.

- 7 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or  
8 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this  
9 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with  
10 any use by COUNTY of the project documentation on other projects, for additions to this project, or for the  
11 completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 12 D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as  
13 appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 14 E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the  
15 agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable  
16 right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

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

- 18 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's  
19 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to  
20 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation  
21 with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at  
22 depositions and at trial or arbitration proceedings.
- 23 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction  
24 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will  
25 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel  
26 services under this contract.
- 27 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be  
28 performed pursuant to a written contract amendment, if necessary, extending the termination date of this  
29 contract in order to resolve the construction claims.



1 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

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

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

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

23 **ARTICLE XXX LEGAL COMPLIANCE**

24 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and  
25 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner  
26 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing  
27 and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

28 **ARTICLE XXXI EVALUATION OF CONSULTANT**

29 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to

1 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract  
2 record.

3 **ARTICLE XXXII RETENTION OF FUNDS**

4 A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

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

18 **ARTICLE XXXIII NOTIFICATION**

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

23 **ARTICLE XXXIV. CONTRACT**

24 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby  
25 agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two  
26 parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work  
27 to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as  
28 evidenced by the signatures below.

ARTICLE XXXVI APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 3-24-21

MARK LANCASTER  
Director of Transportation

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

Kristine Bell-Valdez Dated: 3/25/2021  
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Karen S. Spiegel Dated: 04.13.2021

KAREN SPIEGEL  
PRINTED NAME  
Chair, Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem Dated: 04/13/2021  
KECIA HARPER-IHEM  
Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

Brandon Reyes Dated: 3/19/2021

BRANDON REYES  
PRINTED NAME  
ASSOCIATE VICE PRESIDENT  
TITLE

CONSULTANT:

Tanya Bilzikjian Dated: 3/19/2021

Tanya Bilzikjian  
PRINTED NAME  
Vice President  
TITLE

APPENDIX A • SCOPE OF SERVICES

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**APPENDIX A • ARTICLE AI • INTRODUCTION**

**A. PROJECT DESCRIPTION**

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

**B. LOCATION**

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

**C. COORDINATION**

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

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

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

**D. PHASES**

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

- Phase II • Plans, Specifications and Estimates
- Phase III • Bid Support
- Phase IV • Construction Support

1 Phases II will proceed upon written notice to proceed. The remaining phases will not proceed until authorized  
2 in writing by COUNTY.

3 **E. STANDARDS**

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

9 **1. Environmental**

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

17 **2. Survey**

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

22 Surveys to be performed as specified below by County, or CONSULTANT if authorized by County. Tasks  
23 awaiting authorization designated as (OPTIONAL) herein.

24 **3. Design**

25 Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions  
26 along with current and applicable MUTCD, County and City standards. Basic design shall be in accordance  
27 with the approved Project Report and final environmental document with supplements and updates.

28 ENGINEER shall employ appropriate quality control and quality assurance procedures for every deliverable.

29 **4. PS&E**

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

4 **5. Geotechnical Design Report**

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

7 **6. Project Files**

8 Project Files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.  
9 Items 1 through 6 are not all-inclusive but are intended only to illustrate types of sources.

10 **F. KEY PERSONNEL**

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

15	Project Manager	Rebecca Young
16	Project Engineer	Danny Walden
17	Structures Engineer	Brad Mielke
18	Drainage Engineer	Brad Losey
19	Traffic Engineer	Octavio Hernandez
20	Licensed Surveyor	Larry Truman
21	QA Manager	Randy Ratzlaff

22 **ARTICLE AII • SERVICES TO BE PROVIDED**

23 **A. CONTRACT DELIVERABLES**

24 See below for deliverables associated with each task.

25 **B. PHASE II SERVICES**

26 **TASK 1.0 PROJECT MANAGEMENT**

27 **1.1 PROJECT ADMINISTRATION, CONTROL AND SCHEDULING**

28 ENGINEER will be responsible for overall project management, liaison with the COUNTY and other affected  
29 agencies, and progress monitoring and maintenance of PROJECT files. ENGINEER will supervise, coordinate,  
*Engineering Services Agreement • Scope of Services*

1 monitor and review PROJECT for conformance with COUNTY and CALTRANS standards, policies and  
2 procedures.

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

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

8 ENGINEER will develop and maintain an overall project schedule.

9 ENGINEER will develop and maintain a comprehensive Quality Assurance/Quality Control (QA/QC) Plan.

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

12 ENGINEER will maintain pertinent project documents in accordance with the CALTRANS Project Development  
13 Uniform Filing System (UFS). At completion of PS&E, a CD/DVD/eFTP link will be provided to CALTRANS  
14 and COUNTY containing all pertinent project files organized with the UFS.

15 ENGINEER will provide general project information and highlights for CITY/COUNTY Project Website.

16 ENGINEER will provide renderings, exhibits & simulations for up to three (3) public meetings.

17 **Deliverables:**

- 18 • Action Item Log
- 19 • Project Schedule
- 20 • CD/DVD/eFTP link containing all pertinent project files in UFS format
- 21 • Information for Project Website
- 22 • Renderings, Exhibits, Simulations for Public Meetings
- 23 • QA/QC Plan

24 **1.2 PROJECT MEETINGS**

25 Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER, the California  
26 Department of Transportation (CALTRANS) Project Manager and other representatives from affected agencies  
27 will be held at least once a month. ENGINEER will prepare and electronically distribute agendas at least two  
28 (2) working days prior to each meeting. ENGINEER will lead these meetings. ENGINEER will prepare draft  
29 meeting minutes one (1) week following the PDT meeting, and final meeting minutes will be electronically



1 distributing to the appropriate parties within ten (10) working days after the meetings if revisions are noted.  
2 ENGINEER will provide copies of meeting agendas, which include deliverables log, action items log, and sixty  
3 (60)-day look ahead schedule and the prior meeting's minutes, at each PDT meeting. A total of 24 PDT  
4 meetings will be attended by at least two (2) ENGINEER's team staff.

5 Individual focused meetings will be held with various agencies and stakeholders involved in the project. These  
6 may include State and/or Federal Resource agencies, FHWA, Flood Control and Water Conservation Districts,  
7 utility companies, CITY and others identified in C. COORDINATION. ENGINEER will prepare and electronically  
8 distribute agendas at least two working days prior to each stakeholder and other coordination meeting.  
9 ENGINEER will schedule these meetings as required and prepare meeting minutes and electronically distribute  
10 them within ten (10) working days after each meeting in which it attends. A total of six (6) individual focused  
11 meetings are anticipated to be attended by up to two (2) ENGINEER's team staff.

12 **Deliverables:**

- 13 • 24 Monthly PDT Meetings and Meeting Agendas/Minutes
- 14 • Six (6) Stakeholder/Focused Coordination Meetings and Meeting Agendas/Minutes

15 **TASK 2.0 FIELD RESEARCH AND REPORTING**

16 **2.1 FIELD VISITS AND AS-BUILT RESEARCH**

17 ENGINEER to review COUNTY collected existing topographic mapping, photos, bridge reports, maintenance  
18 reports, right-of-way maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract  
19 documents, accident data, and any other pertinent data will be obtained and reviewed. Field reviews will be  
20 limited to publicly accessible proposed arterial intersection, freeway/highway interchange improvement  
21 locations and private property in accordance to executed right of entries.

22 Any required agency encroachment permits and traffic control plans will be prepared by the ENGINEER,  
23 including a Caltrans encroachment permit and a CVWD encroachment permit.

24 **2.2 DESIGN SURVEYS (OPTIONAL)**

25 ENGINEER shall contact the Caltrans District 8 Surveys representative for encroachment permits prior to  
26 performing any field related survey work.

27 ENGINEER shall perform design surveys in English units during this phase.

28 ENGINEER shall perform detailed field surveys of existing roadway and drainage features. ENGINEER will  
29 use Mobile Terrestrial Laser Scanning per Chapter 15 of the Caltrans Survey Manual. The Surveys Manager

1 will coordinate with the Design Engineer to establish limits of work. Cross-sections and tie-in surveys will  
2 ensure accurate design fit and smooth transitions from existing roadway and infrastructure features.  
3 Supplemental design field surveys will verify existing information and spot check field shots, bridge limits,  
4 bridge superstructure, bridge abutment slope data, existing grade, flowlines, grade breaks, above ground  
5 utility appurtenances, manholes, trees, power poles, culverts, headwalls, existing drainage features, specific  
6 graded slope areas, and join data at the limits of the project.

7 ENGINEER shall verify survey results and then transmit them in MicroStation 3D DGN and DTM formats, along  
8 with ASCII point and station-offset files of all field survey ties. All work and files will be based on project  
9 coordinate control and in accordance with Caltrans Surveys and Right-of-Way Manuals, and Caltrans District  
10 8 Right of Way Engineering Requirements for the Preparation of Documents and Maps.

11 ENGINEER shall perform Monument Perpetuation Surveys. This activity is required by the Professional Land  
12 Surveyors Act and includes:

- 13 • Preparation of lists of monuments threatened with destruction.
- 14 • Referencing threatened monuments with tie-outs for perpetuation through construction.
- 15 • Setting replacement monuments after construction to effect said perpetuation.
- 16 • Preparation of pre-construction survey to establish existing right of way monumentation.

17 **Deliverables:**

- 18 • Survey Report per Caltrans Survey Manual Chapter 15
- 19 • Microstation DTM & DGN Files
- 20 • Pre-Construction Record of Survey

21 **2.3 SURVEY RESEARCH (OPTIONAL)**

22 ENGINEER shall coordinate with the COUNTY and Caltrans Right of Way Engineering to gather existing  
23 record information, review previous acquisitions, and analyze appropriate deeds, field notes, and survey maps  
24 contained in State, County, and City files. All work shall be conducted in compliance with all applicable State  
25 law and regulation, and all applicable local ordinance and regulation. Acquire from the COUNTY field and  
26 related survey data generated by the County. Review County survey data for accuracy and completeness. If  
27 necessary, ENGINEER to search, recover, describe, and tie in controlling land survey monuments as needed.

28 ENGINEER shall perform the following tasks to develop the existing right of way and centerline data:

- 29 • Search, acquisition, and analysis of appropriate deeds, field notes, and survey maps contained in State,  
*Engineering Services Agreement • Scope of Services*

County, and City files.

- COUNTY to acquire title reports for 12 parcels impacted by proposed R/W fee and easement takes.
- Acquire from the COUNTY field and related survey data generated by the County. Review County survey data for accuracy and completeness. If necessary, ENGINEER to search, recover, describe, and tie in controlling land survey monuments as needed.

## 2.4 DRAINAGE STUDY

ENGINEER will conduct an analysis to determine the impacts this project has on the natural drainage patterns for the Monroe Street Interchange. This analysis will incorporate the use of available information from the CITY, COUNTY and CALTRANS. ENGINEER will prepare a • Project Schedule utilizing data from prior hydrology/drainage investigations in the area. ENGINEER will analyze existing drainage sub-basins and summarize changes in drainage patterns that will occur from the proposed improvements. Included in the report will be recommendations for on-site improvements such as structures needed at pipe culverts, inlet and outlet locations, erosion control measures and other storm drainage controls. The scope of the drainage design will be to convey storm water run-off from the proposed and existing roadway, freeway and ramps through the use of overside drains and inlets that will be located within the interchange area, into BMPs, retention basins, etc, to hold the storm water "on-site". A hydrology analysis will be performed for the on-site proposed roadway improvements.

The Drainage Report will generally contain the following:

- Project Location Map
- Project Description
- Evaluation of Runoff Characteristics and Flow Patterns
- Description of Existing and Proposed Facilities
- Description of Unusual or Special Conditions
- Hydrology Map and Other Applicable Hydrologic Data and Calculations

### **Deliverables:**

- Drainage Report for PS&E

### **Assumptions:**

- Analysis and design for the upgrade of any deficient existing off-site or downstream/upstream on-site drainage facilities, if such facilities are not physically impacted by the roadway work, is not included in the

1 scope of work.

2 **2.5 GEOTECHNICAL REPORT**

3 Channel and I-10 Structures

4 All reports will be prepared in accordance with Caltrans procedures, regulations, materials, policies, and  
5 format. All reports will be signed by a licensed geotechnical engineer/engineering geologist.

6 The reports will be prepared for review and comment by the Project Team, followed by modification and  
7 submittal to County, Caltrans and the City of Indio.

8 ENGINEER’s geotechnical field investigation plan is presented in the following table.

<u>Location</u>	<u>Number of Borings/Depth (feet)</u>
On- and off-ramps	8/20' (each)
I-10/Monroe Street Bridge Overcrossing	3/80' (each)
Coachella Valley Storm Channel Bridge	3/80' (each)
Cone Penetration Tests	4/80' (each)
Eastbound auxiliary lane	10/10' (each)
Overhead Sign	1/50'
Acceleration and deceleration lanes at the WB on- and off-ramps	3/10' (each)
A deceleration lane at the eastbound Monroe Street off-ramp	4/10' (each)
Monroe Street	6/10' (each)
Three Infiltration Basin each at 4 infield retention basins (total 12)	12/5' (each)
Dual Ring Infiltration Test (one at the landscaped median, one at every 500 feet on the DPPIA along the WB	
On-Ramps and EB On/Off-Ramps for a total of 15	15/surface
6 test pits (2 upstream, 2 under and 2 downstream of the bridge)	6 test pits/at 1 foot and 5 feet deep each
TOTAL	Test Pits 6/30'; CPTs 4/320'; Borings 50/980'

25 All borings will be drilled with a truck-mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow-  
26 stem augers will be used to drill the shallow borings. Soils will be continuously logged and classified by the  
27 geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

28 If groundwater encountered, a mud-rotary drill rig will be utilized.

29 Both undisturbed ring samples and bulk samples of the subsurface materials will be obtained at five-foot

1 intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed  
2 rings samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch  
3 outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole  
4 with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving  
5 weight ("blows") required for one foot of penetration will be shown on the boring log in the "blow/foot" column.  
6 The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in  
7 waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be  
8 collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

9 Standard Penetration Tests (SPT) will be conducted in the deep borings starting at 20 feet below existing  
10 ground surface. Alternate California and SPT samples will be collected.

11 The borings will be backfilled with mixture of soil cuttings and cement slurry. Where pavement is penetrated,  
12 the surface will be patched with cold asphalt concrete.

#### 13 Cone Penetration Testing

14 Cone Penetration Tests consist of soundings conducted by hydraulically pushing an instrumented probe into  
15 relatively unconsolidated soils. The data recorded by the probe allows evaluation of soil types and groundwater  
16 conditions. Cone penetrometer tests are used to identify layers potentially prone to liquefaction and to  
17 supplement the data from soil borings. Four (4) cone penetration tests will be performed, each to a depth of  
18 80 feet below existing ground surface or to refusal, whichever is shallower. After completion of the tests, each  
19 hole will be backfilled with Portland cement.

#### 20 Test Pits

21 The ENGINEER will collect soil gradation data from soils upstream, under and downstream of the bridge over  
22 the Coachella Valley Stormwater Channel. The ENGINEER will excavate 6 test pits, 2 at each location.  
23 Samples will be collected at one foot and 5 feet below existing ground surface.

#### 24 Water Percolation Test

25 The ENGINEER will perform percolation tests below existing grade in borings and surface infiltration tests  
26 using a dual ring infiltrometer. Three percolation tests will be performed in each of the proposed four infield  
27 retention basins (12 total). Twelve percolation tests will be performed in general accordance with the Riverside  
28 County Department of Environmental Health guideline.

29 A 3-inch diameter perforated plastic pipe will be installed inside each boring. Pea gravel filter pack will be  
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1 poured down the center of the auger while withdrawing the auger to surround the pipe casing and whole bottom  
2 with the gravel filter pack. Water will be added to the bore hole until the water level is as near the ground  
3 surface as could be achieved and allowed to pre-soak.

4 Presoaking the test hole will maintain a water level above the percolation testing level and at least 20 inches  
5 above the bottom of the boring. If the water seeps completely away within 30 minutes after filling the boring 2  
6 consecutive times, and the subsurface exploration has yielded permeable soils beneath the proposed invert  
7 of infiltration, presoaking can be considered complete and the testing can proceed with the sandy soil method.

8 If the water does not completely drain within 30 minutes, presoaking will continue for at least 4 hours before  
9 conducting the infiltration with the non-sandy soil method.

10 Once the interval has been determined, the test shall commence. Water will be added to the hole to a depth  
11 of at least 20 inches above the depth of infiltration. The water depth will be measured after the interval time  
12 has lapsed. The hole will be refilled to the same water level at each interval and the test will continue for a  
13 minimum of 6 intervals or until a stable rate of drop is obtained. A stabilized rate is defined as when the highest  
14 and lowest reading from 3 consecutive intervals are within 10 percent of each other. The average drop rate  
15 over the last 3 consecutive readings is the pre-adjusted percolation rate.

16 Attempts will be made to remove the pipes from the borings. If the attempts fail, the pipes will be abandoned  
17 in place and the whole backfilled with soils cutting.

#### 18 Dual Ring Infiltrometer Testing

19 The ENGINEER will use the double-ring infiltrometer test method to estimate the water percolation rate from  
20 the existing surface. This test method is particularly applicable to relatively uniform fine-grained soils, with an  
21 absence of very plastic (fat) clays and gravel-size particles and with moderate to low resistance to ring  
22 penetration.

23 Fifteen double ring infiltrometer tests will be conducted within the footprint of the proposed basin in accordance  
24 with ASTM Standard D3385. The double-ring infiltrometer method consists of driving 2 open cylinders, one  
25 inside the other, into the ground (penetration depth of cylinders varies from 3 ½" to 8") depending on test  
26 locations, partially filling the rings with water, and then maintaining the water at a constant level for a minimum  
27 of 6 hours. The volume of water added to the inner ring to maintain the water level constant, is the measure of  
28 the volume of water that infiltrates the soil. The infiltration test rate will be calculated for the test and the curve  
29 of infiltration rate versus time will be presented.

1 Laboratory Testing

2 The laboratory testing program will depend upon the type of soils encountered during our substrate exploration  
3 and the quality of samples obtained. Laboratory tests will include, but may not be limited to, the following: in-  
4 place moisture and density, sieve analysis, Atterberg limits, expansion Index, (if cohesive soils are  
5 encountered), sand equivalent, collapse potential, r-value, soils corrosivity, laboratory maximum density, direct  
6 shear, and consolidation.

7 **Deliverables:**

- 8 • Geotechnical Design Report (GDR)
- 9 • Material Report (MR)
- 10 • Bridge Foundation Report (FR) (I-10)
- 11 • Bridge Foundation Report (FR) (Channel)

12 Nonstandard Retaining Walls

13 This scope of work and cost estimate is for geotechnical work related to nonstandard retaining walls within the  
14 project site. ENGINEER will prepare a Structure Preliminary Geotechnical Report (SPGR) and a Preliminary  
15 Foundation Report (PFR) for the nonstandard retaining wall foundation type selection. A Final Retaining Wall  
16 Foundation Report (FR) will be prepared for the design of the selected foundation type.

17 All reports will be prepared in accordance with Caltrans procedures, regulations, materials, policies, and  
18 format. All reports will be signed by a licensed geotechnical engineer/engineering geologist.

19 Task I: Existing Document Review

20 Review available geologic and geotechnical literature pertaining to the project site. Review published soil and  
21 geologic data in existing files and as available from appropriate public agencies. This will include a review of  
22 literature prepared by the California Geological Survey, the U.S. Geological Survey, County of Riverside,  
23 Caltrans, City of Indio, and other government agencies. An aerial photograph analysis will be performed to  
24 evaluate the site geomorphology, history of development, and presence of potential geologic hazards (i.e.,  
25 fault lineaments, slope instability).

26 Task II: Site Reconnaissance

27 ENGINEER will conduct a site reconnaissance to perform the following.

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

1 Task III: Seismic Hazard Assessment

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

5 Task IV: Preliminary Report Preparation

6 Structure Preliminary Geotechnical Report (SPGR)

7 Preliminary Foundation Report (PFR)

8 Task V: Final Retaining Wall Foundation Report

9 For the retaining wall foundation report, ENGINEER will perform the following tasks:

- 10 • Project set-up will include a field exploration plan
- 11 • Obtain a permit from Caltrans and the City of Indio (if required).
- 12 • Field Exploration will include drilling exploratory borings and Cone Penetration Testing (CPT). Borings  
13 will be drilled one boring/CPT every 250 feet apart long the retaining wall footprint. The location and boring  
14 depths are listed below.

15 Location	Approximate Length (feet)	Number of Borings & CPT/Depth
16 West Bound Off Ramp	1,050	2/50'; 2/20'; 1/50' (CPT)
17 East Bound Off Ramp	750	1/50'; 2/20'; 1/50' (CPT)
18 East Bound On-Ramp	500	1/50'; 2/20'
19 TOTAL		Boring: 10/320'; CPT: 2/100'

20 If refusal is encountered before the planned depth is reached, the boring will be terminated at that depth.

21 The borings will be drilled with a truck-mounted rig (CME 75 or equivalent) equipped with 8-inch diameter  
22 hollow-stem augers for soils sampling. Soils will be continuously logged and classified by the  
23 geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

24 Both undisturbed ring samples and bulk samples of the subsurface materials will be obtained at five-foot  
25 intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed  
26 rings samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch  
27 outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole  
28 with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the  
29 driving weight ("blows") required for one foot of penetration will be shown on the boring log in the "blow/foot"

1 column. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully  
2 sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types  
3 will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

4 Standard Penetration Tests (SPT) will be conducted in the 50-foot-deep boring starting at 20 feet below existing  
5 ground surface.

6 The borings will be backfilled with soil-cement slurry. Where pavement is penetrated, the surface will be  
7 patched with cold asphalt concrete.

8 Cone Penetration Tests consist of soundings conducted by hydraulically pushing an instrumented probe into  
9 relatively unconsolidated soils. The data recorded by the probe allows evaluation of soil types and groundwater  
10 conditions. Cone penetrometer tests are used to identify layers potentially prone to liquefaction and to  
11 supplement the data from soil borings. Two (2) cone penetration tests will be performed, each to a depth of 50  
12 feet below existing ground surface or to refusal, whichever is shallower.

13 **Deliverables:**

- 14 • Structure Preliminary Geotechnical Report (SPGR)
- 15 • Preliminary Foundation Report (PFR)
- 16 • Final Retaining Wall Foundation Report (FR)

17 **2.6 LCCA/PAVEMENT REPORT**

18 ENGINEER will update the Life Cycle Cost Analysis prepared during PA/ED. ENGINEER will utilize the current  
19 Life Cycle Cost Analysis Procedures Manual, Project Development Procedures Manual (PDPM) and the  
20 Highway Design Manual, (6th Edition) to prepare and document life cycle costs for pavement for review and  
21 approval by CALTRANS. Four pavement alternatives will be analyzed for the project. Each alternative will be  
22 analyzed using HealCost software provided by CALTRANS to determine the initial construction costs, project  
23 support costs, future maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle  
24 costs. The results of the approved LCCA will be incorporated into the development of the Materials Report.

25 **Deliverables:**

- 26 • Life-Cycle Cost Analysis Report

27 **2.7 TRANSPORTATION MANAGEMENT PLAN**

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

3 **Deliverable:**

- 4 • TMP

5 **2.8 UTILITY LOCATION VERIFICATION**

6 ENGINEER will perform up to twenty (20) potholes of existing utilities and prepare and distribute utility base  
7 maps to affected utilities. Pothole intervals for any high-risk utilities shall conform to the requirements of the  
8 CALTRANS Policy Manual for High and Low Risk Utilities, which requires no greater than 100 feet between  
9 pothole locations. Any required agency encroachment permits and traffic control plans will be prepared by the  
10 ENGINEER.

11 Potholing of both high and low risk utilities, including all utilities that could be in conflict with the improvements,  
12 shall be anticipated by the ENGINEER. The ENGINEER shall prepare potholing exhibits as needed to  
13 adequately locate underground utilities, shall enter into a contract with a licensed contractor for the potholing  
14 of utilities, and shall ensure that appropriate permits are obtained from all appropriate jurisdictions prior to the  
15 start of work.

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

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

27 **Deliverables:**

- 28 • Utility Pothole Location Maps and Text File  
29 • Utility Potholes Report



1 **2.9 SWDR**

2 In accordance with current CALTRANS Project Planning and Design Guide, a Storm Water Data Report  
3 (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and  
4 Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. Specific  
5 objectives of the SWDR include:

- 6 • Define storm water quality issues and pollutants of concern.
- 7 • Form the Project Development Team (PDT), including the District/Regional National Pollutant  
8 Discharge
- 9 • Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- 10 • Develop a list of potentially feasible permanent storm water Design Pollution Prevention and  
11 Treatment Best Management Practices (BMPs) to be evaluated during project design.
- 12 • Document storm water design decisions made regarding project compliance with the NPDES permit.
- 13 • Develop the preliminary costs for BMPs.
- 14 • Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if  
15 advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- 16 • Address mandates associated with TMDLs/303(d) impaired waterbodies
- 17 • Construction Risk Level Determination and RUSLE2 Analysis
- 18 • Program the project construction costs.

19 CALTRANS storm water evaluation forms will be included to ensure that the proper evaluation process is used  
20 for the consideration of treatment best management practices (BMPs). The methods and calculations that will  
21 be used to size and design treatment BMPs will be in accordance with CALTRANS Storm Water Quality  
22 Handbook.

23 The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the  
24 designated Landscape Representative, and approved by the Project Manager to verify that storm water quality  
25 design issues have been addressed, and the data is complete, current, and accurate.

26 **Deliverables:**

- 27 • Storm Water Data Report for PS&E

28 **Assumptions:**

- 29 • The project SWDR is expected to cover the entire project inside and outside of the Caltrans R/W.

1           • The Monroe Street Improvements outside the Caltrans R/W do not meet the threshold for a “Priority  
2 Project” per the Whitewater River Region WQMP Guidance, therefore preparation of a WQMP or design of  
3 Water Quality BMPs outside the Caltrans R/W are excluded from this scope of work.

4 **2.10 FINAL HYDRAULIC REPORT**

5 ENGINEER will evaluate/update the PA/ED channel hydraulics and scour depth based on the adopted HEC-  
6 RAS model for the 100-year return frequency storm event prepared as part of the Preliminary Hydraulics  
7 Report. historical flooding records, such as aerial photographs and high watermarks covering a span of several  
8 years. A draft and final versions of the Final Hydraulic Report (FHR) will prepared for the Coachella Valley  
9 Stormwater Channel and be submitted to the COUNTY at the 65% milestone as a draft. The final version of  
10 the FHR will be finalized upon completion of the 100% PS&E. be conducted to estimate the size and cost of  
11 needed cross-culverts and/or bridges for the project. The FHR will be prepared to support the Bridge Type  
12 Selection Report. The FHR will also serve to document the scour calculations and concrete slope lining for the  
13 channel. The FHR will be submitted for review to the COUNTY, Caltrans and the Coachella Valley Water  
14 District.

15 Assumptions:

16 Note that the Coachella Valley Water District has review and approval authority for the Coachella Stormwater  
17 Channel at this location. There is no requirement from CVWD to model the existing pier/columns, falsework,  
18 or the channel conditions during construction. Our current fee estimate is based on our experience with CVWD  
19 and only considers the modeling and reporting the post project condition. The pre project or construction  
20 condition is excluded from this scope. Deliverables:

- 21           • Final Hydraulic Study

22 **TASK 3.0 UTILITIES AND RIGHT OF WAY ENGINEERING**

23 **3.1 RIGHT OF WAY COORDINATION**

24 ENGINEER will coordinate with the CITY/COUNTY Right of Way Consultant that is responsible for pulling title  
25 reports, preparing deeds, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds. ENGINEER will  
26 be responsible for preparing all legal descriptions and exhibits. ENGINEER will provide information to  
27 COUNTY Right of Way Consultant relative to the right of way needs and impacts for the project. ENGINEER  
28 will attend up to five (5) meetings with COUNTY Right of Way Consultant to coordinate project information and  
29 needs.

ENGINEER shall coordinate with COUNTY right of way appraisal and acquisition agents to provide design plan interpretation for the appraisal and acquisition process.

**Assumptions:**

- CITY/COUNTY Right of Way Consultant will pull title reports, prepare all deeds, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds and Plans. ENGINEER will prepare all legal descriptions and exhibits.

**3.2 RIGHT OF WAY REQUIREMENTS MAP**

ENGINEER will determine right of way needs and prepare preliminary right of way requirements maps. Right of way requirements may include the need for new right of way, permanent easements, slope easements, and temporary construction easements; and will be stamped and signed by the ENGINEER. ENGINEER will prepare 12 property exhibits identifying improvements and right of way needs for each individual parcel overlaid on aerial photography including field photography.

**Deliverables:**

- Right of Way Requirements Map
- Exhibits for 12 individual parcels impacted by the project

**3.3 UTILITY RELOCATION COORDINATION**

ENGINEER will coordinate and work closely with the CITY, COUNTY and utility companies to determine the need to relocate impacted lines, using CALTRANS policy for high and low-risk utilities. ENGINEER will coordinate and attend up to ten (10) project coordination meetings with CALTRANS, CITY and utility companies, such as IID. It is assumed the utility companies will perform relocation design for their own facilities.

ENGINEER is responsible for coordinating electrical service points of connection with the electrical utility company. Plans for any extension of utility service facilities up to the designated service point of connection will be prepared by the utility company. Any necessary interim or permanent utility relocation plans will not be part of the PS&E package developed by ENGINEER.

ENGINEER shall coordinate with utility owners CITY, COUNTY and CALTRANS utility coordination staff with respect to all utility related matters, including:

Coordination and communication with respect to utility facilities that are to be installed within planned bridge structures including preparation of agreements as required.

- Coordination and communication with respect to utility facilities that are to be installed prior to or
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1 concurrent with COUNTY's construction project, including preparation of agreements as required.

2 ENGINEER shall provide copies of all correspondence with utility companies and other utility related  
3 information to the COUNTY and CALTRANS as required.

4 • ENGINEER shall prepare Agreements utilizing CALTRANS format and language, modified as necessary  
5 for execution by the COUNTY.

6 • ENGINEER shall submit letters, notices to owner, agreements, and other documents to COUNTY and  
7 CALTRANS for reviews and approvals.

8 • ENGINEER to acquire prior rights documents from utility owners and ENGINEER shall develop prior rights  
9 exhibits showing if COUNTY/CITY has prior rights over utility companies. COUNTY will confirm/make rights  
10 determinations. ENGINEER to develop determination letter for each utility conflict/owner.

11 • ENGINEER shall comply fully with CALTRANS utility coordination procedures, as outlined in Chapter 13  
12 of the CALTRANS Right of Way manual. ENGINEER shall be knowledgeable in the required procedures and  
13 shall coordinate with COUNTY and CALTRANS as required.

14 ENGINEER shall coordinate inclusion of special provisions in COUNTY's bid documents for adjustments and  
15 relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require  
16 that cooperative agreements be prepared between the COUNTY and the owning utility companies. Engineer  
17 shall prepare agreements and shall provide information and exhibits as required to support the preparation of  
18 cooperative agreements, if needed.

19 For both water and electric service, ENGINEER shall prepare a spreadsheet of the tasks required to obtain  
20 service, in accordance with the sample provided by, or as approved by, the Transportation Department, which  
21 shall be utilized as an ongoing list of action items and a dynamic record of actions completed, throughout the  
22 development of the project. The spreadsheet shall be supplemented with a map exhibit of the project footprint  
23 with the locations of all services plotted and referenced to the spreadsheet. Consultant's Project Manager  
24 shall arrange for a second qualified person to periodically review work of the consultant staff that is assigned  
25 this responsibility, and that person shall independently verify the accuracy of the information on a regular basis.

26 The Consultant agrees that any costs that are incurred by the COUNTY resulting from incomplete or  
27 inadequate arrangements for water or electric service, including relocations or removals of existing services,  
28 will be the funding responsibility of the Consultant.

29 ENGINEER shall assist with the resolution of utility related issues that may arise during the bidding process

1 and during construction, including design modifications as needed and as approved by the COUNTY  
2 PROJECT MANAGER.

3 If and as applicable, ENGINEER shall perform all tasks required with respect to utilities to enable certification  
4 of right-of-way for the project. Certification of the utility section of the Right-of-Way certification shall be in  
5 accordance with Chapter 14 of the CALTRANS Right-of-Way Manual, and shall comply with applicable Federal  
6 and State requirements. ENGINEER shall be fully knowledgeable in the requirements to certify Right-of-Way  
7 with respect to utilities, and shall schedule project activities accordingly.

8 ENGINEER shall communicate and coordinate with COUNTY's Project Manager and Utility Unit, and shall  
9 request and coordinate any necessary actions of the COUNTY which cannot be performed by ENGINEER,  
10 such as agreement execution and document signatures. ENGINEER shall allow enough time in the project  
11 schedule for completion of tasks by COUNTY.

12 Upon completion of right-of-way certification, ENGINEER shall transmit documents to CALTRANS Right-of-  
13 Way branch as requested, including Notices to Owners, Utility Agreements and relocation plans.

14 Upon completion of right-of-way certification, ENGINEER shall prepare utility liability package files for  
15 CALTRANS and Construction Manager to include: Project Engineer's Certification of Utility Facilities, Right of  
16 Way Certification, Notices to Owners, Utility Agreements, Engineer's certifications that owner's plans comply  
17 with the needs of the project, CALTRANS relocation plan approvals, relocation plans, and no-conflict letters.  
18 Said files shall be neatly organized by utility owner.

19 ENGINEER shall also provide to COUNTY a complete file as described above, but which also includes the  
20 property rights documents and prior rights documentation, communication diaries, requests for utility plans,  
21 liability claim letters and responses, structures letters, and all other relevant documents. Said files shall be  
22 neatly organized by utility owner.

23 **Deliverables:**

- 24 • Prior rights determinations along with documentation of easement and R/W requirements associated with  
25 each utility conflict.
- 26 • Irrigation and Electrical design to show preferred service location.
- 27 • Application to water purveyor for water service point, including any and all water use calculation  
28 information and landscaping plans as required by Water Company.
- 29 • Obtain service address from appropriate municipality.



- 1 • Obtain approved water service plan from water purveyor.
- 2 • Application to water purveyor for water service, including coordination with account holder for signatures,  
3 payments of fees, etc.
- 4 • Service spreadsheet and exhibit as described herein.
- 5 • Plans, special provisions, and water company drawings, details and requirements for inclusion in bid  
6 package.
- 7 • If new electrical service will be needed, ENGINEER shall provide support as directed by COUNTY. Such  
8 support includes, but is not limited to, the following responsibilities:
  - 9 • Obtain approved electrical service point from the serving electric company for each service equipment  
10 enclosure to be installed, and identify requirements that the serving electric company has for the provision of  
11 service. Coordinate with electric company with respect to design issues associated with the provision of  
12 service. Coordinate with serving electric company to fulfill serving electric company requirements as  
13 appropriate, including preparation of all utility company forms and submission to COUNTY or CALTRANS for  
14 execution. Advise COUNTY of requirements that are beyond the scope of the ENGINEER (e.g.: execution of  
15 applications for service). However, ENGINEER is expected to provide turn-key service.
  - 16 • Serving electric company shall be notified that Electrical Safety Orders clearance requirements must be  
17 met (10' radial clearance between 12kv overhead electrical facilities and signal poles and mast arms, and  
18 greater clearance for higher voltage electrical facilities). Show such clearance conflicts on the plans with  
19 construction notes.
  - 20 • Submit plans indicating proposed service connection locations to serving electric company for approval  
21 (service equipment enclosure, conduit runs, riser quadrant, pole number, and connections to vaults as  
22 appropriate).
  - 23 • Provide detailed load calculations to serving electric company, with a copy to the COUNTY, which  
24 provides calculations of the normal and maximum expected loads.
  - 25 • Application to electric purveyor for electric service point(s), including any and all electricity use calculation  
26 information and electrical plans as required by electric company.
  - 27 • Obtain approved electric service plan from electric purveyor.
  - 28 • Staging plans for relocation of electrical service meters.
  - 29 • Application to electric purveyor for electric service, including coordination with account holder for

1 signatures, payments of fees, etc.

2 • Plans, special provisions, and electric company drawings, details and requirements for inclusion in bid  
3 package.

4 • Attendance at ten (10) project utility coordination meetings

### 5 **3.4 UTILITY CONFLICT MAPS**

6 ENGINEER will develop conflict maps and utility conflict matrix identifying all conflicts with the project based  
7 upon utility verification and positive location (potholing). The utility conflict matrix will be provided to  
8 CALTRANS right of ways utilities and design unit and ENGINEER will coordinate with CALTRANS, CITY, and  
9 utility owners for relocation/modification planning. ENGINEER will develop preliminary cost estimate of  
10 relocation of affected utilities. It is assumed utility relocation final design plans will be prepared by the  
11 responsible utility owners and not by ENGINEER.

12 ENGINEER shall identify utility companies affected by the project and delineate utilities within the project's  
13 sphere of influence on the plans. ENGINEER shall prepare preliminary plans, which shall include all existing  
14 utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate.  
15 ENGINEER shall check horizontal and vertical clearances for utilities and coordinate design with the various  
16 utility companies to address conflicts. In addition to information provided by the owning utility companies and  
17 through research of other record maps, field surveys shall be used to locate utility features such as manholes,  
18 valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans.

19 If it is necessary to pothole existing utilities at critical locations, ENGINEER shall coordinate with COUNTY and  
20 CALTRANS staff to arrange with the respective utility owner to pothole its facility. ENGINEER shall coordinate  
21 the use field survey crews to locate potholed utilities by coordinates and elevations based on the project's  
22 survey controls.

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

26 ENGINEER will prepare Claim Letter to Owners and distribute prepared conflict maps to affected utilities.

27 ENGINEER will prepare a Utility Relocation Agreement (URA) or Joint Use Agreement (JUA) or Consent to  
28 Common Use Agreement (CCUA), as appropriate, for each prior right utility relocation within state right-of-way.

29 Along with coordination from ENGINEER, CITY and/or CALTRANS will be responsible for all negotiations with  
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1 the utility companies for cost responsibility and processing the URA's for approval. URA's will also be prepared  
2 by ENGINEER for non-prior rights utility relocations. ENGINEER will provide coordination, recommendations  
3 and support as required.

4 The utility owners must bear the burden of establishing their prior rights. ENGINEER shall coordinate with  
5 COUNTY survey and utility owners with respect to prior rights claims and determinations and provide any  
6 necessary engineering support. The liability will be based on their property right whether it be fee ownership,  
7 easement, joint use, lease, franchise, etc. If the owner cannot prove their prior right, ENGINEER will assume  
8 they are liable for any required relocation/modification. The liability determination investigation and  
9 documentation of easement and right of way requirements associated with the utilities will be provided by the  
10 COUNTY Right of Way Consultant.

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

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

22 **Deliverables:**

- 23 • Claim Letter to Owner
- 24 • Requests for utility as-built plans and inventory maps.
- 25 • Notices to owner and agreements to pothole including submissions to CALTRANS for encroachment  
26 permits.
- 27 • Inclusion of utility information, including sub-surface engineering data, on improvement plans.
- 28 • Utility Agreements
- 29 • Joint Use Agreements and Consent to Common Use Agreements as required.

- Utility Conflict Maps
- Utility Conflict Matrix
- Preliminary Utility Relocation Cost Estimate
- Pothole Locations 3D DGN and Text Files for 20 potholes

### 3.5 UTILITY RELOCATION PLAN

ENGINEER will review utility relocation plans provided by Utility Owners, and no-conflict letters, for accuracy and completion relative to the identified utility conflict maps.

#### **Deliverables:**

- Redlines and Comment Matrix of Utility Owner Relocation Plans

### 3.6 UTILITY RELOCATION PACKAGE

ENGINEER will prepare Notice to Owner to affected utility owners based upon conflict maps and utility conflict matrix. ENGINEER will attach conflict maps, approved utility relocation design prepared by utility owner, and approved URA, JUA, or CUA for each affected utility owner prepared by ENGINEER. ENGINEER will prepare the Utility Certification which will include a list and description of the high-risk facilities, low risk facilities, and other utility facilities.

#### **Deliverables:**

- Notice to Owner to Utility Owners
- Request for property rights information
- Design coordination meetings and communications
- Notices to owner to initiate design
- No-conflict letters
- Utility Certification

### 3.7 HARD COPY BASE MAP (OPTIONAL)

ENGINEER shall coordinate with the COUNTY on the and performance of the Land Net Recovery and Field Ties. COUNTY to complete a Land Net Map and ENGINEER will provide "Before Construction" Record of Survey. This activity is required by the Professional Land Surveyors Act and involves the production and filing of the "Before Condition" Record of Survey.

#### **Deliverables:**

- COUNTY to prepare Hard Copy Base Map

- Land Net Recovery and Field Ties
- “Before Construction” Record of Survey

**3.8 APPRAISAL MAPS (OPTIONAL)**

ENGINEER will prepare Appraisal Maps at 1”=50’ scale to facilitate the acquisition of six (6) parcels necessary for the construction of the project. The Appraisal Map will cover the area sufficient to fully depict only the acquisition parcels and shall be prepared in conformance with the Caltrans Right of Way Manual.

**Deliverables:**

- Appraisal Map for six (6) parcels

**3.9 FLAGGED RIGHT OF WAY (OPTIONAL)**

ENGINEER will flag the existing and proposed right of way for appraisals, acquisitions, legal action, excess land and other lines per the Caltrans Right of Way manual – Chapter 10.

**Deliverables:**

- Flagged Right of Way for twelve (12) parcels

**TASK 4.0 DRAFT PS&E**

**4.1 ROADWAY PLANS**

ENGINEER will prepare 65 percent level layouts, profiles, super-elevation diagrams, and typical sections. Pavement type will be as defined in the pavement life cycle analysis. ADA upgrades for ramp intersections with arterial streets within the project limits will be based on the project scope as defined in the approved Project Report.

The following plans will be provided:

<u>Sheet Type</u>	<u>Plan Sheet Scale</u>	<u>Sheets</u>
Title Sheet	N/A	1
Typical Cross Sections	Varies	5
Key Map Line Index / Project Controls	N/A	2
Layout Plans	1”=50’	9
Profile and Superelevation Plans	1”=50’H, 1”=5’V	15
Construction Details	Varies	64
Contour Grading Plans	1”=50’	9
Summary Quantities	N/A	4



1	Standard Retaining Wall Plans	1"=20'	3
2	Standard Retaining Wall Details	Varies	1
3	Total Sheets		113

**Deliverables:**

- 65% Title Sheet
- 65% Typical Cross Sections
- 65% Key Map and Line Index/Project Controls
- 65% Layout Plans
- 65% Profile and Superelevation Plans
- 65% Construction Details
- 65% Contour Grading Plans
- 65% Summary of Quantities
- 65% Standard Retaining Wall Plans & Details

**Assumptions:**

- It is assumed the Retaining Wall Plans are being prepared at 1"=10'H and 1"=10'V scale
- Construction Details include sheets for intersection details, ramp gore area details, curb ramp details, CV Link details, curb/MGS/barrier details, Aux/Accel lane details, MVP details, ADL, removal sheets and ramp termini details.

**4.2 HIGHWAY PLANTING/IRRIGATION PLANS**

ENGINEER will prepare 65 percent level plans, specifications and estimates for landscape and irrigation improvements.

The following plans will be provided:

Sheet Type	Plan Sheet Scale	Sheets
Highway Planting Plans	1"=50'	9
Plant List	Varies	1
Irrigation Plans	1"=50'	7
Irrigation Details	Varies	3
Irrigation Quantities	N/A	1
Total Sheets		21

**Deliverables:**

- 65% Planting Plans
- 65% Planting List
- 65% Irrigation Plans
- 65% Irrigation Details
- 65% Irrigation Quantities

**Assumptions:**

- Custom Aesthetics and Architectural Treatments will be developed for the enhancement of project structures, and may include special textures, colors, finishes or treatments to be applied to elements, such as bridge columns, barriers, railings, under-bridge slope paving and/or pedestrian lighting. The process to derive and select project aesthetics will be initiated through a process beginning with an interview with the City's representative(s) to determine areas of interest and establish a target construction budget, followed by a series of up to three workshops where concepts, exhibits and alternatives will be presented and client input collected.
- Aesthetics will be per the CALTRANS standards plans, procedures and policies.
- It is assumed that the highway planting/irrigation will be included in the Highway Construction Contract and will not be bid as a separate highway planting contract.
- It is assumed that any private irrigation systems impacted by project will be replaced in Irrigation Plans.
- It is assumed Erosion Control will be shown on Highway Planting plans and separate Erosion Control Plans will not be prepared.
- Highway Planting and Irrigation plans are to be signed by a licensed Landscape Architect.

**4.3 SIGNING AND STRIPING PLANS**

ENGINEER will prepare 65 percent level pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators for Monroe Street Interchange.

ENGINEER will prepare 65 percent level Sign Plans to show existing and proposed new signs for Monroe Street Interchange. The plans will include sign details and quantity sheets (including contractor furnished sign summary quantities). The Sign Plans will include roadside signs per CALTRANS guidelines and MUTCD.

The following plans will be provided:

<u>Sheet Type</u>	<u>Plan Sheet Scale</u>	<u>Sheets</u>
Pavement Delineation	1"=50'	13

1	Pavement Delineation Details	Varies	1
2	Pavement Delineation Quantities	N/A	2
3	Signing Plans	1"=50'	12
4	Signing Details	Varies	12
5	Signing Quantities	N/A	12
6	Total Sheets		52

**Deliverables:**

- 8 • 65% Pavement Delineation Plans
- 9 • 65% Pavement Delineation Details
- 10 • 65% Pavement Delineation Quantities
- 11 • 65% Sign Plans
- 12 • 65% Sign Details
- 13 • 65% Sign Quantities

**4.4 STAGE CONSTRUCTION PLANS**

The stage construction (SC) sheets will be prepared to depict the elements associated with TMP, traffic handling and construction staging approach, including:

- 17 • Identification of proposed facility/lane closures and work zone areas per stage.
- 18 • Temporary signing and striping per stage
- 19 • Location and limits of k-rail and crash cushions per stage.
- 20 • Detour routes for each closure per stage.
- 21 • Construction notes indicating the major elements of construction to be completed per stage.
- 22 • Traffic handling notes that describe the proposed traffic handling procedures to be completed per stage.

The following plans will be provided:

24	Sheet Type	Plan Sheet Scale	Sheets
25	Construction Area Signs	N/A	1
26	Motorist Information Plans	N/A	6
27	Stage Construction Plans	1"=250'	5
28	Traffic Handling Plans	1"=50'	40
29	Traffic Handling Details	Varies	4

1	Traffic Handling Quantities	N/A	4
2	Detour Construction Plans	1"=50'	6
3	Detour Construction Quantities	N/A	2
4	Total Sheets		68

**Deliverables:**

- 65% Construction Area Sign Plans
- 65% Motorist Information Plans
- 65% Stage Construction Plans
- 65% Traffic Handling Plans
- 65% Traffic Handling Details
- 65% Detour Construction Plans
- 65% Detour Construction Quantities

**4.5 ELECTRICAL PLANS**

ENGINEER will prepare 65 percent level Electrical Plans for the project including traffic signals, lighting, and ramp metering systems for Monroe Street Interchange.

Traffic signal plans will include locations of traffic signal appurtenances, schedules, signal phasing and structural or foundation requirements in accordance with CITY and CALTRANS standards and design criteria.

Requirements for electrical service will be coordinated with the local electric utility owner. ENGINEER will request new addresses for each new electrical service point. Installation of traffic signal interconnect conduit and cable to the adjacent signalized intersections will be shown on the traffic signal plans. ENGINEER will evaluate any existing ITS elements, within project limits, and recommend to protect in place, relocate or replace.

ENGINEER will prepare lighting plans to relocate lighting along the on-ramps and off-ramps. The lighting plans will include proposed poles and fixtures, pull boxes, conduit, service locations, conductors, wiring diagrams, conductor schedules, and service point location and meter pedestal details. Removal of existing lighting equipment will be shown on the Lighting Plans and no separate Lighting Removal Plans will be prepared.

ENGINEER will prepare temporary lighting and signal plans for the purpose of continuing service and operations during construction.

ENGINEER will prepare Ramp Metering plans for installation of ramp metering equipment at the proposed on-

ramp locations.

The following plans will be provided:

Sheet Type	Plan Sheet Scale	Sheets
Traffic Signal Plans	1"=20'	6
Temporary Traffic Signal Plans	1"=50'	4
Temporary Traffic Signal Details	Varies	2
Temporary Lighting	1"=50'	2
Lighting Plans	1"=50'	8
Ramp Metering Plans	1"=50'	2
Ramp Metering Details	1"=50'	2
Total Sheets		26

**Deliverables:**

- 65% Electrical – Traffic Signal Plans
- 65% Electrical – Temporary Traffic Signal Plans & Details
- 65% Electrical – Temporary Lighting
- 65% Electrical – Lighting Plans
- 65% Electrical – Ramp Metering Plans & Details

**4.6 UTILITY PLANS**

ENGINEER will prepare 65 percent level utility location plans using base layout sheets, showing the location of existing utilities, delineating those that will require relocation/adjustment, and designating who will be responsible for any required adjustment/relocation for Monroe Street Interchange. Plans will be sent to utility companies to confirm existing facilities locations and relocation limits. This Scope of Work assumes that any proposed necessary or desired utility relocations, overhead utility undergrounding and new utility design plans will be prepared by the utility companies.

The following plans will be provided:

Sheet Type	Plan Sheet Scale	Sheets
Utility Plan	1"=50'	7
Total Sheets		7

**Deliverables:**



- 65% Utility Plans

#### 4.7 DRAINAGE PLANS

ENGINEER will prepare 65% level drainage plans, profiles, and quantities based on the drainage report for /Monroe Street Interchange. To address storm water quality (NPDES & CALTRANS) requirements, consultant shall update the existing SWDR completed for the Project Report phase. The drainage, SWDR, and temporary water pollution control will be prepared in accordance with CALTRANS Standard Drainage Plans and Quantity Sheets guidance.

The scope of the drainage plans is based on utilization of existing cross culverts and downstream drainage systems for tying in new or relocated drainage systems or extending existing systems. Deficient existing systems will be identified, whether due to the new or widened pavement section, different hydrology design criteria currently in place, or other reasons. Analysis and design for the upgrade of any deficient existing off-site or downstream/upstream on-site drainage facilities, if such facilities are not physically impacted by the roadway work, is not included in the Scope of Work. Deficiency upgrade of the existing on-site drainage systems within the right of way that are physically impacted as a result of the highway improvements is included in the scope of work. Deficiencies due to other reasons will be presented for a policy decision by the CITY/COUNTY to incorporate into the project design and construction.

Existing off-site hydrology for the freeway or highway cross-culverts and regional drainage facilities in the vicinity will be referenced from previous drainage studies and will not be updated or verified for this Project. Previous reports will be utilized to determine hydraulic control for any new storm drain facilities that may be connected to these existing cross-culverts and regional facilities. In the absence of such information, best professional judgment will be used to establish the required hydraulic controls.

Treatment BMP facilities will be incorporated within the Drainage plans. Separate Temporary Water Pollution Control plans will be prepared. It is assumed that the Temporary Water Pollution Control plans will be prepared for the appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters and per the latest General Construction Permit. Erosion Control plans will be part of the Erosion Control and Maintain Existing Highway Planting plans described elsewhere in this scope of work.

Channel Improvement Plans for the construction/reconstruction/extension of the Concrete Slope Lining in the Coachella Storm Water Channel will be prepared for the limits of the channel where the construction impacts the existing channel.

1 The following plans will be provided:

2	<u>Sheet Type</u>	<u>Plan Sheet Scale</u>	<u>Sheets</u>
3	Drainage Plan	1"=50'	9
4	Drainage Profile	1"-20'H, 1"=5'V	8
5	Drainage Details	Varies	12
6	Drainage Quantities	N/A	16
7	Water Pollution Control	1"=50'	9
8	Channel Improvement Plans	1"=50'	4
9	Total Sheets		58

10 **Deliverables:**

- 11 • 65% Drainage Plans
- 12 • 65% Drainage Profiles
- 13 • 65% Drainage Details
- 14 • 65% Drainage Quantities
- 15 • 65% Water Pollution Control Plans
- 16 • 65% Channel Improvement Plans

17 **Assumptions:**

- 18 • Temporary Drainage Plans are not anticipated to be required and are not included in this scope.

19 Water pollution control plans will show the completed project stabilization only and will not be prepared for  
20 each roadway construction stage.

21 **4.8 SPECIFICATIONS**

22 ENGINEER will prepare 65% level unedited special provisions for the construction of the roadway  
23 improvements through editing of the current CALTRANS Standard Special Provisions (SSP's) in accordance  
24 with CALTRANS' Ready-To-List Guide for Monroe Street Interchange. The technical special provisions will be  
25 prepared by a California licensed civil engineer for incorporation into the construction bid documents for the  
26 overall project.

27 The following technical unedited special provisions will be provided:

- 28 • 230.35.05 Roadway Specifications
- 29 • 230.35.10 Highway Planting Specifications

- 1 • 230.35.15 Traffic Specifications
- 2 • 230.35.20 Electrical Specifications
- 3 • 230.35.25 Utility Specifications
- 4 • 230.35.30 Drainage Specifications

**Deliverables:**

- 6 • 65% Roadway Specifications
- 7 • 65% Highway Planting Specifications
- 8 • 65% Traffic Specifications
- 9 • 65% Stage Construction/Traffic Handling Specifications
- 10 • 65% Electrical Specifications
- 11 • 65% Utility Specifications
- 12 • 65% Drainage Specifications

**4.9 ESTIMATES**

ENGINEER will prepare 65% level quantity calculations and final construction cost estimates in accordance with CALTRANS requirements utilizing the current edition of CALTRANS Contract Cost Data book, recent construction bid data and in BEES format for Monroe Street Interchange. Engineer's cost estimates will be prepared at each submittal stage.

The following quantities and estimates will be provided:

- 19 • Roadway Quantities and Estimates
- 20 • Highway Planting Quantities and Estimates
- 21 • Drainage Quantities and Estimates
- 22 • Traffic Quantities and Estimates
- 23 • Electrical Quantities and Estimates
- 24 • Utility Quantities and Estimates

**Deliverables:**

- 26 • 65% Roadway Quantities and Estimates
- 27 • 65% Highway Planting Quantities and Estimates
- 28 • 65% Drainage Quantities and Estimates
- 29 • 65% Traffic Quantities and Estimates

- 65% Traffic Handling Quantities and Estimates
- 65% Electrical Quantities and Estimates
- 65% Utility Quantities and Estimates

## **TASK 5.0 MITIGATE ENVIRONMENTAL IMPACTS**

### **5.1 NATURAL RESOURCES AND REGULATORY SERVICES**

#### Section 401 Water Quality Certification Application

ENGINEER will prepare an application package to the Colorado River Regional Water Quality Control Board (Regional Board) for coverage under the existing statewide Water Quality Certification (WQC) requirements of Section 401 of the Clean Water Act. The Section 401 WQC Application package is required to ensure State water quality standards have been met and will include the following:

- Cover Letter: The letter will be on ENGINEER letterhead and introduce the project and define the complete submittal package.
- Section 401 WQC Application Form: The most recent Section 401 WQC Application form for the Regional Board will be utilized. A separate attachment may be included to ensure that the complete project description and necessary detail for improvements within jurisdictional areas is provided.
- Other Regulatory Applications: Copies of the U.S. Army Corps of Engineers (USACE) Section 404 Nationwide Permit (NWP) Pre-Construction Notification and the California Department of Fish and Wildlife (CDFW) Section 1602 Lake or Streambed Alteration Agreement (LSAA) Notification will be provided.
- Site Plans, Figures, and Photographs: Copies of applicable site plans, figures, and photographs will be included to illustrate key project features and help clarify written text.
- Best Management Practices (BMP)/Water Quality Design: The project's pre-/post-construction BMPs will be summarized to describe how impacts to water quality will be avoided and/or minimized.
- Environmental Documentation: The environmental documentation section will include, but not be limited to, the Natural Environment Study (Minimal Impacts) (NES(MI)), Paleontological Mitigation Monitoring, Jurisdictional Delineation Report, Water Quality Management Plan, and California Environmental Quality Act (CEQA) document, as available.
- CD of Electronic Files: A CD containing electronic files will be submitted with the Section 401 WQC Application package.
- Application Fee: The application fee will be based on the Regional Board's FY 19/20 Water Quality

1 Certification Dredge and Fill Application Fee Calculator. Payment of the application fee will be provided by the  
2 City of Indio and submitted to the Regional Board with the final Section 401 WQC Application package.

3 Section 404 Nationwide Permit Pre-Construction Notification

4 ENGINEER will prepare an NWP Pre-Construction Notification package for the USACE to satisfy the  
5 requirements of Section 404 of the Clean Water Act. Based on a review of preliminary design plans, the project  
6 description, and knowledge of the area, it is anticipated under this task that the proposed project could be  
7 authorized by the USACE under NWP 14 (Linear Transportation Projects), although the use of other NWPs  
8 may be selected at the discretion of the USACE. The Section 404 NWP Pre-Construction Notification submittal  
9 package will include the following items:

- 10 • Cover Letter: The letter will be on ENGINEER letterhead and introduce the project and define the  
11 complete submittal package.
- 12 • Pre-Construction Notification Checklist: The most recent USACE NWP Pre-Construction Notification  
13 Checklist will be utilized. A separate attachment may be included to ensure that the complete project  
14 description and necessary detail for improvements within jurisdictional areas is provided.
- 15 • Other Regulatory Applications: A copy of the Section 401 WQC Application will be included.
- 16 • Site Plans, Figures, and Photographs: Copies of applicable site plans, figures, and photographs will be  
17 included to illustrate key project features and help clarify written text.
- 18 • Environmental Documentation: The environmental documentation section will include, but not be limited  
19 to, the NES(MI), Jurisdictional Delineation Report, Cultural Resources Report, and CEQA document, as  
20 available.
- 21 • CD of Electronic Files: A CD containing electronic files will be submitted with the Section 404 NWP Pre-  
22 Construction Notification package.

23 Section 1602 Lake or Streambed Alteration Agreement Notification

24 ENGINEER will prepare a Section 1602 LSAA Notification package for the CDFW pursuant to the CFGC. The  
25 Section 1602 LSAA Notification package will include the following:

- 26 • Cover Letter: The letter will be on ENGINEER letterhead and introduce the project and define the  
27 complete submittal package.
- 28 • Notification Form FG2023: The most recent CDFW Notification form (FG2023) will be utilized. A separate  
29 attachment may be included to ensure that the complete project description and necessary detail for



1 improvements within jurisdictional areas is provided.

- 2 • Other Regulatory Applications: Copies of the Section 404 NWP Pre-Construction Notification and the
- 3 Section 401 WQC Application will be included.
- 4 • Site Plans, Figures, and Photographs: Copies of applicable site plans, figures, and photographs will be
- 5 included to illustrate key project features and help clarify written text.
- 6 • Environmental Documentation: The environmental documentation section will include, but not be limited
- 7 to, the NES(MI), Jurisdictional Delineation Report, focused survey reports, and CEQA document, as available.
- 8 • CD of Electronic Files: A CD containing electronic files will be submitted with the Section 1602 LSAA
- 9 Notification package.
- 10 • Notification Fee: The notification fee will be based on the CDFW's current Lake and Streambed Alternation
- 11 Agreement Fee Schedule. Payment of the notification fee will be provided by the City of Indio and submitted
- 12 to CDFW with the final Section 1602 LSAA Notification package.

13 Regulatory Permit Processing

14 ENGINEER will provide regulatory services for the processing of the Section 404 NWP Pre-Construction  
15 Notification through the USACE, Section 401 WQC Application through the Regional Board, and the Section  
16 1602 LSAA Notification through the CDFW. This includes required correspondence, telephone calls, and  
17 meetings with the reviewing regulatory agency staff throughout the permit applications review process. This  
18 task includes two (2) on-site field meetings with regulatory agency staff to review existing site conditions and  
19 confirm the limits of jurisdictional resources. This task also includes two (2) rounds of formal (written and hard  
20 copy submittal) response to comments per each application package. ENGINEER will prepare a master  
21 coordination tracking log documenting submittals and review status. The tracking log will also include call logs  
22 and electronic communication with agency reviewers. Once all agency permits are obtained, ENGINEER will  
23 prepare and submit a final Permit Summary Report to the City of Indio for file. This task will be billed on a not-  
24 to-exceed, time and materials basis. If the not-to-exceed amount is exceeded due to regulatory agency delays  
25 or requests for additional analysis or studies, work will continue on a time and materials basis upon approval  
26 from the City of Indio.

27 **Deliverables:**

- 28 • Section 401 Water Quality Certification Application
- 29 • Section 404 Nationwide Permit Pre-Construction Notification

- Section 1602 Lake or Streambed Alteration Agreement Notification
- Paleontological Mitigation Plan

**Assumptions:**

- This task excludes the preparation of a Waste Discharge Requirements (WDR) application.
- This task assumes that the project would meet the requirements for authorization from the USACE under NWP Program. This task excludes the preparation and processing of a Standard Individual Permit or Approved Jurisdictional Determination.
- This task excludes the preparation of a Preliminary Conceptual Mitigation Plan or a Habitat Mitigation and Monitoring Plan (HMMP).

**5.2 DESIGN MITIGATION COMPLIANCE**

At each of the primary Plans, Specifications, and Estimates (PS&E) phase submittals (30%, 65%, 95% and 100%), the respective design submittals will be reviewed to ensure that mitigation measures derived from the Environmental Document are incorporated, as necessary, into those milestone design submittals.

**Deliverables:**

- Record of Design Mitigation Compliance

**Assumptions:**

- No additional environmental studies or documentation, beyond that prepared during the PA/ED phase, will be required for this task.
- No comments will be received on the Records of Design Mitigation Compliance.

**5.3 UPDATE ECR**

It is assumed that final design will not necessitate any changes to the Environmental Commitments Record (ECR), as included in the Final Environmental Document. If updates are required, they are expected to be minor and generally editorial in nature. An updated ECR will be prepared during final PS&E, if necessary.

**Deliverables:**

- Updated Environmental Commitments Record

**5.4 ENVIRONMENTAL REVALIDATION**

This task has not yet been scoped. An Environmental Revalidation may be required in this phase, which will be scoped under this task upon request and approval by CITY/COUNTY.

**TASK 6.0 DRAFT STRUCTURES PS&E (65%) (I-10 STRUCTURE)**

1 **6.1 TYPE SELECTION REPORT AND MEETING**

2 ENGINEER will prepare a Structure Type Selection Report for the replacement of the Monroe Street  
3 Overcrossing (Br. No. 56-0611) over I-10, along with two (2) bridge mounted sign replacements. The Type  
4 Selection Report will comply with the most current CALTRANS guidelines, including, but not necessarily limited  
5 to: Bridge Design Details 3-1 to 3-5; Bridge Design Aids, Section 10; and Memos To Designers.

6 The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and  
7 aesthetic considerations, traffic handling requirements and alternatives, and staging. In addition, ENGINEER  
8 shall develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be  
9 identified in the Type Selection process and coordinated with the project geometry.

10 ENGINEER shall submit Type Selection documents to the CALTRANS Office of Special Funded Projects  
11 (OSFP) for review and approval.

12 ENGINEER will attend a Type Selection review meeting at CALTRANS Headquarters in Sacramento to finalize  
13 structure type, foundations, seismic design, aesthetics, and traffic handling plans.

14 ENGINEER will summarize and submit meeting proceedings to the liaison engineer within one week for written  
15 Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

16 **Deliverables:**

- 17 • One (1) Type Selection Meeting
- 18 • Draft/Final Type Selection Report for Monroe Street OC Replacement
- 19 • Log of Test Borings (drafted in Microstation)

20 **6.2 STRUCTURE PLANS**

21 ENGINEER will prepare layout plans and structural details for the Monroe Street Overcrossing over I-10.  
22 Structure design will be in accordance with CALTRANS Seismic Design Criteria, Bridge Design Specifications,  
23 Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be  
24 prepared in accordance with CALTRANS Standard Plans, Standard Specifications, and Standard Special  
25 Provisions.

26 ENGINEER shall update the Bridge General Plan estimate to verify its ongoing validity.

27 For the I-10 Monroe Street Overcrossing, the assumed bridge baseline alternative is a Replacement of the  
28 existing bridge with a cast-in-place post-tensioned box girder bridge.

29 Sheet Type

Sheets

1	General Plan	1
2	Staging Details	1
3	Index to Plans	1
4	Deck Contours	1
5	Bridge Removal Details	1
6	Foundation Plan	1
7	Abutment Layout	2
8	Abutment Pile Layout	1
9	Abutment Details	4
10	Bent Layout	2
11	Bent Details	3
12	Typical Sections	2
13	Girder Layout	2
14	Girder Reinforcement	2
15	Miscellaneous Details	2
16	Utility Details	1
17	Architectural Details	2
18	Joint Armor for Pedestrian Walkways	1
19	Structure Approach	1
20	Structure Approach Drainage Details	1
21	Slope Paving	1
22	Bridge Mounted Signs	3
23	Log of Test Borings	2
24	Total Sheets	38

**Deliverables:**

- 65% Unchecked Structures Plans

**TASK 7.0 DRAFT STRUCTURES PS&E (65%) (CHANNEL STRUCTURE AND WALLS)**

**7.1 TYPE SELECTION REPORT AND MEETING**

ENGINEER will prepare the Structure Type Selection Report for the Monroe Street Bridge (BR. No. 56-0083)  
*Engineering Services Agreement • Scope of Services*

1 Replacement over the Coachella Valley Stormwater Channel. A separate Selection Report will be prepared  
2 for the proposed non-standard Retaining Walls located on the I-10 mainline and ramps. The Type Selection  
3 Reports will comply with the most current Caltrans guidelines, including, but not necessarily limited to: Bridge  
4 Design Details 3.1 to 3.5; Bridge Design Aids, Section 10; and Memos To Designers. The Type Selection  
5 Reports will include a discussion of foundation and falsework requirements, seismic and aesthetic  
6 considerations, traffic handling requirements, and staging. In addition, ENGINEER shall develop an order-of-  
7 magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection  
8 process and coordinated with the project geometry.

9 ENGINEER shall submit Type Selection documents to the CALTRANS Office of Special Funded Projects  
10 (OSFP) for review and approval.

11 ENGINEER will attend a Type Selection review meeting at CALTRANS Headquarters in Sacramento to finalize  
12 structure type, foundations, seismic design, aesthetics, and traffic handling plans.

13 ENGINEER will summarize and submit meeting proceedings to the liaison engineer within one week for written  
14 Type Selection approval. The meeting summary may update or supplement the Type Selection Reports.

15 **Deliverables:**

- 16 • One (1) Type Selection Meeting
- 17 • Draft and Final Type Selection Reports for Monroe Street Bridge over Coachella Stormwater Channel  
18 and nonstandard retaining walls along I-10

19 **7.2 STRUCTURE PLANS**

20 ENGINEER will prepare structural plans and structural details for the Monroe Street Bridge over Coachella  
21 Stormwater Channel (BR. No. 56-0083) Replacement and Non-Standard Retaining Walls along I-10 as  
22 identified in the final Type Selection Reports. Structure Plans will be drafted in Microstation format consistent  
23 with the other portions of the project. Structures design will be in accordance with AASHTO LRFD Bridge  
24 Design Specifications (8th Edition 2017 and California Amendments dated August 19, 2019), CALTRANS  
25 Seismic Design Criteria (version 2.0), Memos to Designers and Bridge Design Details Manual. Details and  
26 construction specifications will be prepared in accordance with CALTRANS Standard Plans, Standard  
27 Specifications, and Standard Special Provisions dated 2018.

28 ENGINEER shall update the Bridge General Plan estimate to verify its ongoing validity.

29 For the Monroe Street Bridge over Coachella Stormwater Channel, the assumed bridge baseline alternative is  
*Engineering Services Agreement • Scope of Services*



1 a Replacement of the existing bridge with a cast-in-place post-tensioned box girder bridge.

2	Sheet Type	Sheets
3	General Plan	1
4	Index to Plans	1
5	Bridge Removal Details	1
6	Staging Details	2
7	Deck Contours	1
8	Foundation Plan	1
9	Abutment Layout	2
10	Abutment Pile Layout	2
11	Abutment Details	4
12	Bent Layout	3
13	Bent Details	4
14	Typical Section	1
15	Girder Layout	1
16	Girder Reinforcement	4
17	Architectural Details	3
18	Drain Details	2
19	Miscellaneous Details	4
20	Structure Approaches	2
21	Slope Paving	2
22	Log of Test Borings	4
23	Total Sheets	45

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26 For the proposed Non-Standard Retaining Walls along I-10, the assumed baseline alternative is Type 1  
27 concrete walls supported on spread footings.

28	Sheet Type	Sheets
29	General Plan	5

1	Wall Layout Plans	5
2	Retaining Wall Details	4
3	Lot of Test Borings	2
4	Total Sheets	16

**Deliverables:**

- 65% Structures Plans

**Assumptions:**

- Any shoring design is not part of the scope of work.

**TASK 8.0 UPDATE STRUCTURES INITIAL PS&E (95%) (I-10 STRUCTURE)**

**8.1 UPDATE STRUCTURE PLANS**

ENGINEER will update Structures Plans based on comments received from reviews provided by CALTRANS, CITY AND COUNTY on the 65% submittal for the Monroe Street Interchange.

For the replacement of the Monroe Street Overcrossing over I-10, an independent design check will be performed by a California-registered civil engineer experienced in bridge design. Any significant differences between the initial design and the independent check will immediately be resolved between the two licensed engineers until substantial agreement on the final design is achieved. Any required changes will be made to the design and construction documents.

ENGINEER will complete the CALTRANS OSFP Consultant Quality Control Statement and submit the completed PS&E documents (checked) for review. This submittal will include the independent bridge design calculations.

**Deliverables:**

- 95%Initial PS&E Structure Plans
- Structure Design Calculations
- Structure Independent Check Design Calculations

**8.2 STRUCTURES SPECIAL PROVISIONS**

ENGINEER will prepare structure special provisions (SSP's) for the Monroe Street Overcrossing in conformance with the most recent versions of the CALTRANS Ready to List and Construction Contract Award Guide (RTL GUIDE), Standard Plans, and Standard Specifications. As part of the work involved in the preparation of the technical special provisions, ENGINEER shall prepare Special Provisions pertaining to items

*Engineering Services Agreement • Scope of Services*

of work included in the plans that are not addressed in the latest CALTRANS Standard Special Provisions.

**Deliverables:**

- 95% Initial PS&E Structural Special Provisions (SSP's)
- Memo to Specification Engineer/Estimator

**8.3 STRUCTURES ESTIMATES**

ENGINEER will prepare two independent sets of quantity take-off calculations for the various structure construction bid items identified by the structures special provisions engineer overcrossings for the Monroe Street Overcrossing. The two sets of independently-prepared quantity take-off calculations will be reconciled by the respective engineers to ensure agreement within the tolerances specified in CALTRANS' PS&E Guide, and the resulting item quantities will be properly summarized using the CALTRANS' structure item summary sheets. Based on the final item quantities, the structure specifications engineer will estimate unit prices as a basis for establishing an itemized estimate of the structure's construction cost.

**Deliverables:**

- Quantity Calculations and Independent Check Quantity Calculations

**TASK 9.0 UPDATE STRUCTURES PS&E (95%) (CHANNEL STRUCTURE AND WALLS)**

**9.1 UPDATE STRUCTURE PLANS**

ENGINEER will update Structures Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% PSE submittal.

For the replacement of Monroe Street Bridge over Coachella Storm Channel and the Non-Standard Retaining Walls along I-10, an independent design check will be performed by a California-registered civil engineer experienced in bridge design. Any significant differences between the initial design and the independent check will immediately be resolved between the two licensed engineers until substantial agreement on the final design is achieved. Any required changes will be made to the design and construction documents.

Structure Quantity calculations and cost estimates will be prepared with the initial design and as part of the independent check. The two estimates will be reconciled to develop the final estimate.

ENGINEER will complete the CALTRANS OSFP Consultant Quality Control Statement and submit the completed PS&E documents (checked) for review. This submittal will include the independent bridge design calculations.

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**Deliverables:**

- 95% Structure Plans
- Structure Independent Check Design Calculations

**9.2 STRUCTURES SPECIAL PROVISIONS**

ENGINEER will prepare technical special provisions in conformance with the most recent versions of the CALTRANS Ready to List and Construction Contract Award Guide (RTL GUIDE), Standard Plans, and Standard Specifications overcrossing for the Channel Structure, and Walls. As part of the work involved in the preparation of the technical special provisions, ENGINEER shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest CALTRANS Standard Special Provisions.

**Deliverables:**

- 95% Structural Special Provisions

**9.3 STRUCTURES ESTIMATES**

ENGINEER will prepare two independent sets of quantity take-off calculations for the various structure construction bid items identified by the structures special provisions engineer overcrossings for the channel structure and walls. The two sets of independently-prepared quantity take-off calculations will be reconciled by the respective engineers to ensure agreement within the tolerances specified in CALTRANS' PS&E Guide, and the resulting item quantities will be properly summarized using the CALTRANS' structure item summary sheets. Based on the final item quantities, the structure specifications engineer will estimate unit prices as a basis for establishing an itemized estimate of the structure's construction cost.

**Deliverables:**

- 95% Quantity Calculations and Estimate

**TASK 10.0 UPDATE PS&E (95%)**

**10.1 UPDATE ROADWAY PLANS**

ENGINEER will update Roadway Plans based on comments received from reviews provided by CALTRANS, CITY AND COUNTY and updated information after the 65% submittal for Monroe Street Interchange.

**Deliverables:**

- 95% Roadway Plans

**10.2 UPDATE HIGHWAY PLANTING/IRRIGATION PLANS**

ENGINEER will update Highway Planting/Irrigation Plans based on comments received from reviews provided  
*Engineering Services Agreement • Scope of Services*

1 by CALTRANS, CITY AND COUNTY and updated information after the 65% submittal for Monroe Street  
2 Interchange.

3 **Deliverables:**

- 4 • 95% Highway Planting/Irrigation Plans

5 **10.3 UPDATE SIGNING AND STRIPING PLANS**

6 ENGINEER will update Signing and Striping Plans based on comments received from reviews provided by  
7 CALTRANS, CITY AND COUNTY and updated information after the 65% submittal for Monroe Street  
8 Interchange.

9 **Deliverables:**

- 10 • 95% Signing and Striping Plans

11 **10.4 UPDATE STAGE CONSTRUCTION PLANS**

12 ENGINEER will update Stage Construction Plans based on comments received from reviews provided by  
13 CALTRANS, CITY AND COUNTY and updated information after the 65% submittal for Monroe Street  
14 Interchange.

15 **Deliverables:**

- 16 • 95% Stage Construction Plans

17 **10.5 UPDATE ELECTRICAL PLANS**

18 ENGINEER will update Electrical Plans based on comments received from reviews provided by CALTRANS,  
19 CITY AND COUNTY and updated information after the 65% submittal for Monroe Street Interchange.

20 **Deliverables:**

- 21 • 95% Electrical Plans

22 **10.6 UPDATE UTILITY PLANS**

23 ENGINEER will update Utility Plans based on comments received from reviews provided by CALTRANS, CITY  
24 AND COUNTY and updated information after the 65% submittal for Monroe Street Interchange.

25 **Deliverables:**

- 26 • 95% Utility Plans

27 **10.7 UPDATE DRAINAGE PLANS**

28 ENGINEER will update Drainage Plans based on comments received from reviews provided by CALTRANS,  
29 CITY AND COUNTY and updated information after the 65% submittal for Monroe Street Interchange.



**Deliverables:**

- 95% Drainage Plans

**10.8 UPDATE SPECIFICATIONS**

ENGINEER will update specifications based on comments received from comments and reviews provided by CALTRANS, CITY AND COUNTY and updated information after the 65% submittal.

**Deliverables:**

- 95% Specifications

**10.9 UPDATE ESTIMATES**

ENGINEER will update Estimates based on comments received from comments and reviews provided by CALTRANS, CITY AND COUNTY and updated information after the 65% submittal.

**Deliverables:**

- 95% Estimates

**TASK 11.0 UPDATE PS&E (100%)**

**11.1 UPDATE PLANS**

ENGINEER will update Plans based on comments received from comments and reviews provided by CALTRANS, CITY AND COUNTY and updated information after the 95% submittal.

**Deliverables:**

- 100% PS&E Plans

**11.2 UPDATE SPECIFICATIONS**

ENGINEER will update Specifications based on comments received from comments and reviews provided by CALTRANS, CITY AND COUNTY and updated information after the 95% submittal.

**Deliverables:**

- 100% Specifications

**11.3 UPDATE ESTIMATES**

ENGINEER will update Estimates based on comments received from comments and reviews provided by CALTRANS, CITY AND COUNTY and updated information after the 95% submittal.

**Deliverables:**

- 100% Estimates

**11.4 UPDATE STRUCTURE PS&E (I-10 STRUCTURE)**

1 ENGINEER will update Structures Plans based on comments received from reviews provided by CALTRANS,  
2 CITY AND COUNTY on the 95% submittal for the Monroe Street Interchange.

3 ENGINEER will update Special Provisions based on comments received from reviews provided by  
4 CALTRANS, CITY AND COUNTY on the 95% submittal for the Monroe Street Interchange.

5 ENGINEER will update Cost Estimate based on comments received from reviews provided by CALTRANS,  
6 CITY AND COUNTY on the 95% submittal for the Monroe Street Interchange.

7 ENGINEER will address comments received on the Revised Structure PS&E Submittal and prepare a Final  
8 PS&E for inclusion into the Ready to List (RTL) bid package. ENGINEER will attain Caltrans OSFP approval  
9 and signatures on the structure plans for the Monroe Street Overcrossing replacement.

10 **Deliverables:**

- 11 • Revised Structure Plans (Intermediate PS&E)
- 12 • Revised Structure Design Calculations (if required)
- 13 • Revised Structure Independent Check Design Calculations (if required)
- 14 • Revised Structural Special Provisions (Intermediate PS&E)
- 15 • Revised Quantity Calculations and Estimate (Intermediate PS&E)
- 16 • Final Structures Plans (Caltrans Signed)

17 **11.5 UPDATE STRUCTURE PS&E (CHANNEL STRUCTURE AND WALLS)**

18 ENGINEER will update Structures Plans based on comments received from comments and reviews provided  
19 by CALTRANS, CITY AND COUNTY and updated information after the 95% submittal for Monroe Street  
20 Interchange.

21 **Deliverables:**

- 22 • 100% Structures PS&E

23 **11.6 SURVEY FILE (OPTIONAL)**

24 ENGINEER shall provide final Survey File. This activity is required by the Professional Land Surveyors Act  
25 and involves the production and filing of the "After Condition" Record of Survey.

26 ENGINEER shall conduct field survey and related activity to monument new R/W boundaries. All submittal  
27 documents and monuments are based on State survey standards for State takes and as approved by COUNTY  
28 Surveyor for County/City takes.

29 **Deliverables:**

- Survey File
- Recorded Record of Survey

**11.7 RE FILE**

ENGINEER will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive, and ENGINEER shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Traffic Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- List of Project Personnel
- Cooperative Agreements
- Bridge 4-scale drawings
- Bid Item Quantity take-off and estimates

ENGINEER will provide an electronic version of all RE file information.

**Deliverables:**

- Resident Engineer's File
- Full size Bridge plans – Three (3) sets

**C. PHASE III SERVICES**

**TASK 1.0 CONTRACT/BID SUPPORT**

**1.1 CONTRACT/BID SUPPORT**

*Engineering Services Agreement • Scope of Services*

ENGINEER will coordinate with COUNTY to prepare final bid documents and contract ready for advertising. ENGINEER will provide information to prepare final bid documents ready for advertising, including preparing any bid addenda to project documents

ENGINEER to provide one full size plan set of mylars.

During bid advertisement of the project, ENGINEER will refer all questions concerning the intent to the COUNTY for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, the COUNTY will request assistance from the ENGINEER.

ENGINEER will attend the pre-bid meeting with the appropriate technical personnel. ENGINEER will draft responses to bidders' inquiries as requested by COUNTY. All direct contractor inquiries will be directed by the ENGINEER to COUNTY.

ENGINEER shall assist with the resolution of utility related issues that may arise during the bidding process, including design modifications as needed and as approved by the COUNTY.

**D. PHASE IV SERVICES**

**TASK 1.0 CONSTRUCTION SUPPORT**

**1.1 CONSTRUCTION SUPPORT**

ENGINEER will attend the pre-construction meeting and support all phases of construction until closeout and final acceptance.

When requested by COUNTY, ENGINEER will review submittals and shop drawings. The review of shop drawings shall include tieback wall working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, structural steel layout for structures, and others as required by the Resident Engineer. The shop drawing scope assumes one review of each submittal and one back check of re-submittals. Incomplete submittals will not be accepted for initial reviews.

Multiple reviews of re-submittals that do not adequately address the initial review comments are not included.

ENGINEER will visit the job site as requested by COUNTY. This task does not include regular attendance at any construction meetings.

ENGINEER will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

ENGINEER shall assist with the resolution of utility related issues that may arise during construction, including design modifications as needed and as approved by the COUNTY PROJECT MANAGER.

ENGINEER will provide review of proposed contractor change orders and recommended concurrence.

1 While COUNTY is responsible for maintaining field as-built plans, ENGINEER shall keep a record of changes  
2 based solely on information provided by ENGINEER in response to RFI's and additional drawings prepared at  
3 COUNTY/Resident Engineer's request. These marked up plans from COUNTY/Resident Engineer will form  
4 the basis for the development of the Final Record Drawings. ENGINEER assumes no responsibility for the  
5 accuracy of the information provided by the Resident Engineer.

6 **Deliverables:**

- 7 • Shop Drawing Reviews
- 8 • Final Record Drawings (As-Built Drawings)

9 **1.2 SHOP DRAWING AND SUBMITTAL REVIEW**

10 ENGINEER will review submittals and shop drawings in accordance with Section 5-4 of the Office of Special  
11 Funded Projects Information and Procedures Guide. The review of shop drawings shall include prestressing  
12 systems, structural steel, precast concrete bridge members, and joint seal assemblies.



**ATTACHMENT B • SCHEDULE OF SERVICES**

**ARTICLE BI • INTRODUCTION**

Consultant 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 3 milestones/phases:

- I. Preliminary Engineering & Environmental (this phase was completed under contract No. 18-06-004)
- II. Plans, Specifications & Estimates
- III. Bid Support
- IV. Construction Support

**B. SCHEDULE OF SERVICES**

The below details the anticipated sequencing and completion time for the project:

II. Plans, Specifications & Estimates	March 2021 – June 2023
III. Bid Support	June 2023 – November 2023
IV. Construction Support	November 2023 – December 2027

**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. No payment will be made for any work performed after  
7 the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment  
8 regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within  
9 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS  
10 AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion,  
11 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 prorate 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. CONSULTANT may request adjustments to individual salary rates on an annual basis. Salary rate increases during the term of the agreement may not exceed a total of 3% of the direct labor budget. 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.....0 %

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.....148.79 %

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 ..... 148.79 %

(sum of Payroll Additives and Overhead Costs)

**B. FIXED FEE**

1. The Total Fixed Fee payable to the CONSULTANT is \$347,250.57 (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	\$0.575	Miles	\$287.50
Field Supplies	\$100.00	LS	\$100.00
Printing/Mailing	\$1,000.00	LS	\$1,000.00
Mobile Mapping Truck	\$7,800.00	LS	\$7,800.00
Plan Checking	\$4,000.00	LS	\$4,000.00
Survey Printing, Deliverables, Hard Drives, Etc.	\$2,500.00	LS	\$2,500.00
Fleet Charges	\$1,700.00	LS	\$1,700.00
Video Simulations	\$15,000.00	LS	\$15,000.00
Airfare	\$300.00	Trip	\$600.00
Potholing	\$900.00	Hole	\$18,000.00

Paleo Mitigation Plan

\$10,000.00

LS

I-10/Monroe Street Interchange Improvements

\$10,000.00

**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**

Project Manager	\$85.00	hour
Structural Engineer	\$85.00	hour
Technical Manager	\$83.00	hour
Senior Engineer	\$74.00	hour
Project Engineer	\$53.00	hour
Landscape Architect	\$60.00	hour
Regulatory Specialist	\$50.00	hour
Senior Surveyor	\$67.00	hour
Field Supervisor	\$62.00	hour
Senior Survey Technician	\$45.00	hour
Survey Technician	\$36.00	hour
Design Engineer	\$44.00	hour



1	Environmental Analyst	\$45.00	hour
2	Designer/Planner/Regulatory Analyst	\$38.00	hour
3	2 Person Crew	\$108.00	hour
4	Utility Coordinator	\$39.00	hour
5	Design Technician	\$35.00	hour
6	CADD Designer	\$32.50	hour
7	Assistant Engineer/Planner	\$30.00	hour
8	Project Controls	\$38.00	hour
9	Administrative	\$25.00	hour

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

12 **C. MINIMUM RATES**

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

17 The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are  
18 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division.

19 If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general  
20 prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar  
21 classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate.

22 The Department will not accept lower State wage rates determinations. This includes "helper" (or other  
23 classifications based on hours of experience) or any other classification not appearing in the Federal wage  
24 determinations. Where Federal wage determinations do not contain the State wage rate determination  
25 otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors  
26 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the  
27 employees in question.

28 **ARTICLE CIV • INVOICING**

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

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

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

#### 13 **ARTICLE CV • PAYMENT**

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

#### 16 **ARTICLE CVI • COST PROPOSAL**

17 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will  
18 serve as a guideline and reference document during the execution of this contract. The total amount of the contract  
19 is not to exceed \$4,902,821.36 plus a 10% contingency of \$490,282.14. Reimbursement is to be made at actual  
20 cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above. In the event a  
21 contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that  
22 may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of  
23 the COUNTY's Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator  
24 in the form of an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual.  
25 Contingency budgets are not allowed for services that are paid in whole or in part with federal-aid funding.  
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**I-10/Monroe PS&E Fee Proposal Summary**

January 8, 2021

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
<b>Michael Baker International, Inc.</b>					
Prime		\$ 3,597,556.80	\$ 20,633.55	\$ 262,553.44	\$ 3,880,743.79
<b>Parsons</b>					
I-10 Bridge Structure		\$ 470,602.26		\$ 76,636.22	\$ 547,238.49
<b>Converse</b>					
Geotechnical		\$ 474,839.09			\$ 474,839.09
<b>TOTAL</b>		\$ 4,542,998.15	\$ 20,633.55	\$ 339,189.66	\$ 4,902,821.36

- Phase I **Preliminary Engineering & Environmental**
- Phase II **Plans, Specs & Estimates**
- Phase III **Bid Support**
- Phase IV **Construction Support**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Michael Baker International, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>I-10/Monroe PS&amp;E</b>		DATE: <b>January 8, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
	Project Manager	1,070	@ \$85.00	\$90,950.00
	Environmental Lead		\$91.73	
	Structural Engineer	599	@ \$85.00	\$50,915.00
	Technical Manager	933	@ \$83.00	\$77,439.00
	Senior Engineer	3,189	@ \$74.00	\$235,986.00
	Project Engineer	4,424	@ \$53.00	\$234,472.00
	Landscape Architect	270	@ \$60.00	\$16,200.00
	Regulatory Specialist	60	@ \$50.00	\$3,000.00
	Senior Surveyor	212	@ \$67.00	\$14,204.00
	Field Supervisor	193	@ \$62.00	\$11,966.00
	Senior Survey Technician	396	@ \$45.00	\$17,820.00
	Survey Technician	472	@ \$36.00	\$16,992.00
	Design Engineer	4,320	@ \$44.00	\$190,080.00
	Environmental Analyst	24	@ \$45.00	\$1,080.00
	Designer/Planner/Regulatory Analyst	2,969	@ \$38.00	\$112,822.00
	2 Person Crew	258	@ \$108.00	\$27,864.00
	Utility Coordinator	512	@ \$39.00	\$19,968.00
	Design Technician	2,184	@ \$35.00	\$76,440.00
	CADD Designer	2,517	@ \$32.50	\$81,813.62
	Asst. Engineer/Planner	1,994	@ \$30.00	\$59,820.00
	Project Controls	96	@ \$38.00	\$3,648.00
	Administrative	465	@ \$25.00	\$11,625.00
<b>TOTAL HOURS:</b>		<b>27,157</b>	<b>TOTAL AMOUNT:</b>	<b>\$1,355,104.62</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(Rates Vary by Phase)	\$40,653.14
OVERHEAD @	148.79%	(of Direct Labor + Escalation)	\$2,076,747.96
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$347,250.57
<b>TOTAL MULTIPLIERS:</b>			<b>\$2,464,651.67</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage	500	Miles	@ \$0.575	\$287.50
Field Supplies	1	LS	@ \$100.00	\$100.00
Printing/Mailing	1	LS	@ \$1,000.00	\$1,000.00
Mobile Mapping Truck	1	LS	@ \$7,800.00	\$7,800.00
Plan Checking	1	LS	@ \$4,000.00	\$4,000.00
Survey Printing, Deliverables, Hard Drives, Etc.	1	LS	@ \$2,500.00	\$2,500.00
Fleet Charges	1	LS	@ \$1,700.00	\$1,700.00
Video Simulations (Sub)	1	LS	@ \$15,000.00	\$15,000.00
Airfare	2	Trip	@ \$300.00	\$600.00
Potholing	20	Hole	@ \$900.00	\$18,000.00
Paleo Mitigation Plan (Sub)	1	LS	@ \$10,000.00	\$10,000.00
<b>TOTAL ODC'S:</b>				<b>\$60,987.50</b>

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Parsons	\$547,238.49			\$547,238.49
Converse	\$311,226.59		\$163,612.50	\$474,839.09

**TOTAL SUBCONSULTANT SERVICES: \$1,022,077.58**

**GRAND TOTAL: \$4,902,821.36**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Michael Baker International, Inc.</b>	SCOPE OF WORK: <b>Plans, Specs &amp; Estimates</b>	PHASE: <b>Phase II</b>
PROJECT: <b>I-10/Monroe PS&amp;E</b>		DATE: <b>January 8, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Project Manager	790	@	\$85.00	\$67,150.00
	Environmental Lead			\$91.73	
	Structural Engineer	449	@	\$85.00	\$38,165.00
	Technical Manager	933	@	\$83.00	\$77,439.00
	Senior Engineer	3,189	@	\$74.00	\$235,986.00
	Project Engineer	4,084	@	\$53.00	\$216,452.00
	Landscape Architect	210	@	\$60.00	\$12,600.00
	Regulatory Specialist	60	@	\$50.00	\$3,000.00
	Senior Surveyor	212	@	\$67.00	\$14,204.00
	Field Supervisor	193	@	\$62.00	\$11,966.00
	Senior Survey Technician	396	@	\$45.00	\$17,820.00
	Survey Technician	472	@	\$36.00	\$16,992.00
	Design Engineer	4,140	@	\$44.00	\$182,160.00
	Environmental Analyst	24	@	\$45.00	\$1,080.00
	Designer/Planner/Regulatory Analyst	2,921	@	\$38.00	\$110,998.00
	2 Person Crew	258	@	\$108.00	\$27,864.00
	Utility Coordinator	512	@	\$39.00	\$19,968.00
	Design Technician	1,714	@	\$35.00	\$59,990.00
	CADD Designer	2,517	@	\$32.50	\$81,813.62
	Asst. Engineer/Planner	1,524	@	\$30.00	\$45,720.00
	Project Controls	96	@	\$38.00	\$3,648.00
	Administrative	385	@	\$25.00	\$9,625.00
		<b>TOTAL HOURS:</b>	<b>25,079</b>	<b>TOTAL AMOUNT:</b>	<b>\$1,254,640.62</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$37,639.22
OVERHEAD @	148.79%	(of Direct Labor + Escalation)	\$1,922,783.16
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$321,506.30
<b>TOTAL MULTIPLIERS:</b>			<b>\$2,281,928.68</b>

**OTHER DIRECT COSTS**

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	500	Miles	@	\$0.575	\$287.50
Field Supplies	1	LS	@	\$100.00	\$100.00
Printing/Mailing	1	LS	@	\$1,000.00	\$1,000.00
Mobile Mapping Truck	1	LS	@	\$7,800.00	\$7,800.00
Plan Checking	1	LS	@	\$4,000.00	\$4,000.00
Survey Printing, Deliverables, Hard Drives, Etc.	1	LS	@	\$2,500.00	\$2,500.00
Fleet Charges	1	LS	@	\$1,700.00	\$1,700.00
Video Simulations (Sub)	1	LS	@	\$15,000.00	\$15,000.00
Airfare	2	Trip	@	\$300.00	\$600.00
Potholing	20	Hole	@	\$900.00	\$18,000.00
Paleo Mitigation Plan (Sub)	1	LS	@	\$10,000.00	\$10,000.00
<b>TOTAL ODC'S:</b>					<b>\$60,987.50</b>

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Parsons	\$470,602.26			\$470,602.26
Converse	\$311,226.59		\$163,612.50	\$474,839.09

**TOTAL SUBCONSULTANT SERVICES: \$945,441.35**

**TOTAL \$4,542,998.15**

FEE PROPOSAL WORKSHEET

COMPANY: <b>Michael Baker International, Inc.</b>	SCOPE OF WORK: <b>Bid Support</b>	PHASE: <b>Phase III</b>
PROJECT: <b>I-10/Monroe PS&amp;E</b>		DATE: <b>January 8, 2021</b>

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
	Project Manager	40	@ \$85.00	\$3,400.00	
	Environmental Lead		\$91.73		
	Structural Engineer		\$85.00		
	Technical Manager		\$83.00		
	Senior Engineer		\$74.00		
	Project Engineer	40	@ \$53.00	\$2,120.00	
	Landscape Architect		\$60.00		
	Regulatory Specialist		\$50.00		
	Senior Surveyor		\$67.00		
	Field Supervisor		\$62.00		
	Senior Survey Technician		\$45.00		
	Survey Technician		\$36.00		
	Design Engineer		\$44.00		
	Environmental Analyst		\$45.00		
	Designer/Planner/Regulatory Analyst		\$38.00		
	2 Person Crew		\$108.00		
	Utility Coordinator		\$39.00		
	Design Technician	20	@ \$35.00	\$700.00	
	CADD Designer		\$32.50		
	Asst. Engineer/Planner	20	@ \$30.00	\$600.00	
	Project Controls		\$38.00		
	Administrative	20	@ \$25.00	\$500.00	
		<b>TOTAL HOURS:</b>	<b>140</b>	<b>TOTAL AMOUNT:</b>	<b>\$7,320.00</b>

MULTIPLIERS

ESCALATION @	3.00%	(of Direct Labor)	\$219.60	
OVERHEAD @	148.79%	(of Direct Labor + Escalation)	\$11,218.17	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE)	10.0%		\$1,875.78	
			<b>TOTAL MULTIPLIERS:</b>	<b>\$13,313.55</b>

OTHER DIRECT COSTS

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.575	
Field Supplies		LS	\$100.00	
Printing/Mailing		LS	\$1,000.00	
Mobile Mapping Truck		LS	\$7,800.00	
Plan Checking		LS	\$4,000.00	
Survey Printing, Deliverables, Hard Drives, Etc.		LS	\$2,500.00	
Fleet Charges		LS	\$1,700.00	
Video Simulations (Sub)		LS	\$15,000.00	
Airfare		Trip	\$300.00	
Potholing		Hole	\$900.00	
Paleo Mitigation Plan (Sub)		LS	\$10,000.00	

TOTAL ODC'S

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Parsons				
Converse				

TOTAL SUBCONSULTANT SERVICES:

TOTAL **\$20,633.55**



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Michael Baker International, Inc.</b>	SCOPE OF WORK: <b>Construction Support</b>	PHASE: <b>Phase IV</b>
PROJECT: <b>I-10/Monroe PS&amp;E</b>		DATE: <b>January 8, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
	Project Manager	240	@ \$85.00	\$20,400.00	
	Environmental Lead		\$91.73		
	Structural Engineer	150	@ \$85.00	\$12,750.00	
	Technical Manager		\$83.00		
	Senior Engineer		\$74.00		
	Project Engineer	300	@ \$53.00	\$15,900.00	
	Landscape Architect	60	@ \$60.00	\$3,600.00	
	Regulatory Specialist		\$50.00		
	Senior Surveyor		\$67.00		
	Field Supervisor		\$62.00		
	Senior Survey Technician		\$45.00		
	Survey Technician		\$36.00		
	Design Engineer	180	@ \$44.00	\$7,920.00	
	Environmental Analyst		\$45.00		
	Designer/Planner/Regulatory Analyst	48	@ \$38.00	\$1,824.00	
	2 Person Crew		\$108.00		
	Utility Coordinator		\$39.00		
	Design Technician	450	@ \$35.00	\$15,750.00	
	CADD Designer		\$32.50		
	Asst. Engineer/Planner	450	@ \$30.00	\$13,500.00	
	Project Controls		\$38.00		
	Administrative	60	@ \$25.00	\$1,500.00	
		<b>TOTAL HOURS:</b>	<b>1,938</b>	<b>TOTAL AMOUNT:</b>	<b>\$93,144.00</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$2,794.32
OVERHEAD @	148.79%	(of Direct Labor + Escalation)	\$142,746.63
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$23,868.49
<b>TOTAL MULTIPLIERS:</b>			<b>\$169,409.44</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.58	
Field Supplies		LS	\$100.00	
Printing/Mailing		LS	\$1,000.00	
Mobile Mapping Truck		LS	\$7,800.00	
Plan Checking		LS	\$4,000.00	
Survey Printing, Deliverables, Hard Drives, Etc.		LS	\$2,500.00	
Fleet Charges		LS	\$1,700.00	
Video Simulations (Sub)		LS	\$15,000.00	
Airfare		Trip	\$300.00	
Potholing		Hole	\$900.00	
Paleo Mitigation Plan (Sub)		LS	\$10,000.00	

TOTAL ODC'S:

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Parsons	\$76,636.22			\$76,636.22
Converse				

TOTAL SUBCONSULTANT SERVICES: **\$76,636.22**

**TOTAL \$339,189.66**



**COMPANY:** Michael Baker International, Inc.  
**PROJECT:** I-10/Monroe PS&E  
**STATE:** Phase B  
**DATE:** January 8, 2021  
**SCOPE OF WORK:** Plans, Specs & Estimates

TASK DESCRIPTION	ESTIMATED MANHOURS																				TOTAL	COST
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		

TASK DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL	COST			
<b>Total Manhours</b>	<b>790</b>	<b>449</b>	<b>933</b>	<b>3,189</b>	<b>4,084</b>	<b>210</b>	<b>60</b>	<b>212</b>	<b>193</b>	<b>396</b>	<b>472</b>	<b>4,140</b>	<b>24</b>	<b>2,921</b>	<b>258</b>	<b>512</b>	<b>1,714</b>	<b>2,517</b>	<b>1,524</b>	<b>98</b>	<b>388</b>	<b>26,079</b>			
<b>Task 1.0 - Project Management</b>	<b>320</b>	<b>5</b>	<b>11</b>	<b>69</b>								<b>27</b>				<b>11</b>	<b>11</b>			<b>91</b>	<b>27</b>	<b>577</b>	<b>\$ 106,146</b>		
1.1 Project Administration, Control and Scheduling	160																					<b>96</b>	<b>266</b>	<b>\$ 47,202</b>	
1.2 Project Meetings	160	5		11	69							27				11	11					27	321	\$ 67,944	
<b>Task 2.0 - Field Research and Reporting</b>	<b>48</b>		<b>376</b>	<b>180</b>	<b>356</b>			<b>120</b>	<b>22</b>	<b>289</b>	<b>176</b>			<b>528</b>	<b>152</b>	<b>64</b>	<b>36</b>			<b>84</b>	<b>326</b>	<b>3,406</b>	<b>\$ 418,118</b>		
2.1 Field Visits and As-Built Research	16				20							20						20		20			96	\$ 12,689	
2.2 Design Surveys (Optional)			276					88	22	257	176			162								318	1,289	\$ 198,232	
2.3 Survey Surveys (Optional)			12					32		32												8	84	\$ 13,081	
2.4 Drainage Study			24	40	89							160		200									604	\$ 66,221	
2.5 Geotechnical Report																									
2.6 LCCA/Pavement Report	8				12							16										40	76	\$ 8,812	
2.7 Transportation Management Plan	8				24												16				24		72	\$ 8,845	
2.8 Utility Location Verification	16															64							80	\$ 10,653	
2.9 SWDR			24	40	60							80		80									284	\$ 40,207	
2.10 Final Hydraulic Report			40	80	160							400		240									920	\$ 121,619	
<b>Task 3.0 - Utilities and Right-of-Way Engineering</b>	<b>94</b>		<b>70</b>					<b>84</b>	<b>155</b>	<b>75</b>	<b>126</b>			<b>58</b>	<b>317</b>					<b>86</b>	<b>24</b>	<b>1,219</b>	<b>\$ 174,152</b>		
3.1 Right-of-Way Coordination			8					16		20	30											20	84	\$ 11,838	
3.2 Right-of-Way Requirements Map			12					60	1	55	26			10								2	166	\$ 26,324	
3.3 Utility Relocation Coordination	18														117								135	\$ 16,676	
3.4 Utility Conflict Maps	20							8	4					32	40						32	2	138	\$ 23,289	
3.5 Utility Relocation Plan	20		2											80							32		134	\$ 16,272	
3.6 Utility Relocation Package	20													80							32		132	\$ 18,818	
3.7 Hard-Copy Base Map (Optional)	8		8					40		80													136	\$ 18,347	
3.8 Appraisal Maps (Optional)	8		32					40		20				16									116	\$ 22,616	
3.9 Flipped Right-of-Way (Optional)			8					80		80													168	\$ 23,273	
<b>Task 4.0 - Draft PS&amp;E</b>	<b>100</b>		<b>40</b>	<b>1,204</b>	<b>1,504</b>	<b>130</b>						<b>1,000</b>	<b>1,408</b>	<b>80</b>	<b>864</b>	<b>1,010</b>	<b>894</b>					<b>8,138</b>	<b>\$ 1,056,143</b>		
4.1 Roadway Plans	100			600	1,300	130							960		800	800							4,860	\$ 676,471	
4.2 Highway Planting/Irrigation Plans				26		130									40		80						236	\$ 33,269	
4.3 Signing and Striping Plans				96								192				362							640	\$ 73,862	
4.4 Stage Construction Plans				200								401				734							1,335	\$ 164,104	
4.5 Electrical Plans				50								100				182							332	\$ 38,955	
4.6 Utility Plans				12								24											164	\$ 18,126	
4.7 Drainage Plans			40	100	160							280		400									980	\$ 127,858	
4.8 Specifications				4	89							8									15		107	\$ 14,714	
4.9 Estimates				8	24							55		40							27		154	\$ 18,285	
<b>Task 5.0 - Mitigate Environmental Impacts</b>	<b>8</b>		<b>13</b>					<b>60</b>						<b>16</b>	<b>176</b>			<b>43</b>			<b>8</b>	<b>343</b>	<b>\$ 42,602</b>		
5.1 Natural Resources and Regulatory Services								60							176			43			8		296	\$ 33,119	
5.2 Design Mitigation Compliance	8			24										16									48	\$ 9,283	
5.3 Update ECR	4			20										8									32	\$ 6,469	
<b>Task 6.0 - Draft Structures PS&amp;E (65%) (I-10 Structure)</b>																									
6.1 Type Selection Report and Meeting																									
6.2 Structure Plans																									
<b>Task 7.0 - Draft Structures PS&amp;E (65%) (Channel Structure and Walls)</b>			<b>220</b>	<b>106</b>	<b>88</b>	<b>736</b>						<b>990</b>											<b>2,620</b>	<b>\$ 416,643</b>	
7.1 Type Selection Report and Meeting			80	20	130	80						80											380	\$ 67,268	
7.2 Structure Plans			160	80	450	650						900											2,240	\$ 349,174	
<b>Task 8.0 - Update Structures Initial PS&amp;E (95%) (I-10 Structure)</b>																									
8.1 Update Structure Plans																									
8.2 Structures Special Provisions																									
8.3 Structures Estimates																									
<b>Task 9.0 - Update Structures PS&amp;E (95%) (Channel Structure and Walls)</b>			<b>208</b>	<b>192</b>	<b>360</b>	<b>340</b>						<b>300</b>											<b>1,392</b>	<b>\$ 246,481</b>	
9.1 Update Structure Plans			180	80	300	200						300											1,060	\$ 186,931	
9.2 Structures Special Provisions			20	80	20																		120	\$ 26,874	
9.3 Structures Estimates			32	40	140																		212	\$ 36,676	















**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY <b>Parsons Transportation Group, Inc.</b>	SCOPE OF WORK <b>Structures</b>	PHASE <b>Phases II &amp; IV</b>
PROJECT <b>I-10/Monroe Street Improvements</b>	DATE <b>January 8, 2021</b>	

TASK	PROJECT MANAGER	STRUCTURE LEAD	STRUCTURE SENIOR ENGINEER	STRUCTURE PROJECT ENGINEER	STRUCTURE ENGINEER	STRUCTURES CADD	HOURS
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\$230.71    \$241.65    \$195.13    \$134.86    \$103.84    \$121.86

<b>PHASE TOTALS</b>	<b>190</b>	<b>335</b>	<b>615</b>	<b>1,040</b>	<b>670</b>	<b>760</b>	<b>3,610</b>
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<b>PHASE I</b>							
<b>PHASE II</b>	150	240	495	960	630	710	3,185
<b>PHASE III</b>							
<b>PHASE IV</b>	40	95	120	80	40	50	425

**SUBCONSULTANT MANHOUR WORKSHEET**

COMPANY <b>Parsons Transportation Group, Inc.</b>	SCOPE OF WORK <b>Structures</b>	PHASE <b>Phase II</b>
PROJECT <b>I-10/Monroe Street Improvements</b>		DATE <b>January 8, 2021</b>

TASK	PROJECT MANAGER	STRUCTURE LEAD	STRUCTURE SENIOR ENGINEER	STRUCTURE PROJECT ENGINEER	STRUCTURE ENGINEER	STRUCTURE CAD	HOURS	COST
	\$230.71	\$241.65	\$195.13	\$134.86	\$163.84	\$121.86		

Total Manhours	150	240	495	960	630	710												3,185	
6.0 Draft Structures PS&E (65%)	95	145	245	645	60	450												1,640	\$ 252,818
6.1 Type Selection Report and Meeting	15	50	70	120		125												380	\$ 60,618
6.2 Structures Plans	80	95	175	525	60	325												1,260	\$ 192,199
8.0 Update Structures Initial PS&E (95%)	40	60	180	235	510	175												1,200	\$ 164,829
8.1 Update Structure Plans	40	30	80	175	450	175												950	\$ 123,744
8.2 Structures Special Provisions		20	80															100	\$ 20,443
8.3 Structures Estimates		10	20	60	60													150	\$ 20,641
11.0 Update PS&E (100%)	15	35	70	80	60	85												345	\$ 52,955
11.4 Update Structure PS&E	15	35	70	80	60	85												345	\$ 52,955
																		3,185	\$ 470,602

**SUBCONSULTANT MANHOUR WORKSHEET**

COMPANY: <b>Parsons Transportation Group, Inc.</b>	SCOPE OF WORK: <b>Structures</b>	PHASE: <b>Phase II</b>
PROJECT: <b>I-10/Monroe Street Improvements</b>		DATE: <b>January 8, 2021</b>

TASK	ROLES							HOURS	COST
	PROJECT MANAGER	STRUCTURE LEAD	STRUCTURE SENIOR ENGINEER	STRUCTURE PROJECT ENGINEER	STRUCTURE ENGINEER	STRUCTURES CADD			
	\$200.71	\$241.65	\$195.13	\$134.86	\$103.84	\$121.86			
<b>Total Manhours</b>	<b>40</b>	<b>95</b>	<b>120</b>	<b>80</b>	<b>40</b>	<b>50</b>		<b>425</b>	
Task 4.0 - Construction Support	40	95	120	80	40	50		425	\$ 76,636
4.1 Construction Support	40	95	120	80	40	50		425	\$ 76,636
								425	\$ 76,636







**MANHOUR WORKSHEET**

COMPANY: <b>Converse Consultants</b>	SCOPE OF WORK: <b>Manhour Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>I-10/Monroe PS&amp;E</b>		DATE: <b>January 8, 2021</b>

TASK	PRINCIPAL-IN-CHARGE	LEAD ENGINEER	SENIOR STAFF ENGINEER	STAFF ENGINEER	SENIOR GEOLOGIST	STAFF GEOLOGIST	STAFF GEOLOGIST	DRAFTING ASSISTANT	WORD PROCESSOR	ACCOUNTING/BILLING	LABORATORY SUPERVISOR	HOURLY RATE	PHASE I HOURS	PHASE II HOURS
	\$406.65	\$226.45	\$124.38	\$76.45	\$138.05	\$76.70	\$73.63	\$47.86	\$73.39	\$100.31	\$89.34			
<b>PHASE TOTALS</b>	<b>160</b>	<b>160</b>	<b>800</b>	<b>324</b>	<b>104</b>	<b>260</b>	<b>240</b>	<b>352</b>	<b>100</b>	<b>52</b>	<b>48</b>		<b>2,600</b>	<b>2,600</b>
<b>PHASE II</b>	160	160	800	324	104	260	240	352	100	52	48		2,600	

**MANHOUR WORKSHEET**

COMPANY: <b>Converse Consultants</b>	SCOPE OF WORK: <b>Plans, Specs &amp; Estimates</b>	PHASE: <b>Phase II</b>
PROJECT: <b>I-10/Monroe PS&amp;E</b>		DATE: <b>January 8, 2021</b>

TASK DESCRIPTION	PRINCIPAL IN CHARGE	LEAD ENGINEER	SENIOR STAFF ENGINEER	STAFF ENGINEER	SENIOR GEOL. ORBAT	STAFF GEOLOGIST	STAFF GEOLOGIST	DRAFTING ASSISTANT	WORD PROCESSOR	ACCOUNTING/BILLING	LABORATORY SUPERVISOR	HOURS	COST
	\$416.65	\$226.45	\$124.38	\$76.45	\$178.00	\$76.70	\$73.63	\$47.86	\$73.39	\$100.31	\$89.34		
<b>Total Manhours:</b>	<b>160</b>	<b>160</b>	<b>800</b>	<b>324</b>	<b>104</b>	<b>260</b>	<b>240</b>	<b>352</b>	<b>100</b>	<b>52</b>	<b>48</b>	<b>2,600</b>	
Task 2.0 - Field Research and Reporting	160	160	800	324	104	260	240	352	100	52	48	2,600	\$ 311,227
2.5 Geotechnical Report	160	160	800	324	104	260	240	352	100	52	48	2,600	\$ 311,227
												2,600	\$ 311,227