

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



ITEM: 3.28  
(ID # 16993)

**MEETING DATE:**  
Tuesday, April 12, 2022

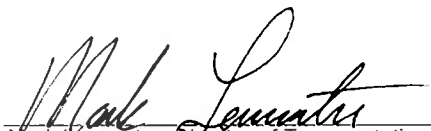
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approve the Consulting Services Agreement Between County of Riverside and Michael Baker International, Inc. for the Calle Contento Roundabout and La Serena Roundabout Projects on Rancho California Road in the Temecula Valley Wine Country Area. District 3. [\$1,422,635 Total Cost - Local Funds 100%]

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

1. Approve the Consulting Services Agreement between the County of Riverside and Michael Baker International, Inc. for the Calle Contento Roundabout and La Serena Roundabout Projects on Rancho California Road in the Temecula Valley Wine Country area, for the aggregate amount of \$1,293,304.44 through June 30, 2028, and authorize the Chair of the Board to execute the same on behalf of the County; and
2. Authorize the Director of Transportation, or his/her designee, to sign amendments approved as to form by County Counsel that make modifications to the scope of services (including authorizing additional services as may be necessary) that stay within the intent of the agreement and make modifications to the contract expiration date and to compensation provisions that do not exceed the sum total of ten percent (10%) of the original contract amount.

**ACTION:Policy**

  
Mark Lancaster, Director of Transportation

3/17/2022

  
Cynthia M. Guarel, Chief Deputy County Counsel

3/30/2022

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 12, 2022  
xc: Trans.

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>	\$ 100,000	\$ 600,000	\$ 1,422,635	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax/HUTA (50%), Combined Improvement Fund (50%). There are no General Funds used in this Project.			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Years: 21/22 to 27/28</b>	

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

**BACKGROUND:**

**Summary**

The Temecula Valley Wine Country Community Plan adopted in 2014 envisioned a corridor of five roundabouts to be constructed along Rancho California Road at La Serena Way, Calle Contento, Anza Road, Monte De Oro Road, and Glenoaks Road. The first roundabout was constructed at Anza Road in 2012.

In 2015, the County of Riverside’s Transportation Department conducted a competitive consultant selection process to secure a professional civil engineering firm to prepare traffic analyzes and conceptual geometric designs for the four proposed roundabouts, as well as to prepare future engineering plans for construction. Michael Baker International, Inc. was selected as the consultant, was awarded a contract by the Board of Supervisors (November 17, 2015, Item 3-24), and completed the traffic analyzes and conceptual designs for the four roundabouts.

Based on current traffic investigations, two intersections along Rancho California Road have been determined to have significant traffic volumes where motorists would benefit from the construction of roundabouts: Calle Contento Road and La Serena Way.

In 2020, the Western Riverside Council of Governments (WRCOG) identified the Calle Contento Roundabout in its Transportation Uniform Mitigation Fee (TUMF) Southwest Zone Transportation Improvement Program (TIP), and its Executive Committee approved a TUMF funding agreement with the County of Riverside to reimburse construction and right-of-way expenses. Construction funding for the La Serena Way Roundabout is being pursued. Construction of one or both roundabouts is anticipated to begin by 2024. The schedule is dependent on the acquisition of right-of-way and environmental permits.

The County negotiated with Michael Baker International, Inc. to prepare environmental documents and engineered construction plans for the Calle Contento Roundabout and La Serena Way Roundabout Projects. The results of that negotiation are reflected in the scope of work and contract fee as shown in the attached consulting services agreement. The Board of Supervisors’ approval of this agreement will allow the completion of construction documents for the two roundabout locations.

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

County Counsel reviewed the agreement and approved it as to form.

Contract No. 21-08-002

Project Nos. C9-0017 (Calle Contento), D2-0062 (La Serena)

**Impact on Residents and Businesses**

The roundabouts along the Rancho California Road corridor will allow vehicular, equestrian, bicycle, and pedestrian traffic to navigate through the intersections more efficiently and safely, while supporting the rural wine country character of the region.

The Federal Highway Administration (FHWA) reports that roundabouts have the benefit of lower overall delay in travel time for motorists than signalized and all-way stop-controlled intersections. Furthermore, not having to wait at traffic signals or stop signs translates into the lower fuel consumption and lower vehicle emissions, which will have an effect of lowering greenhouse gas production and impacts on global warming.

The FHWA further reports that roundabouts enhance safety compared with signalized intersections. The most comprehensive and recent study showed overall reductions of 90 percent in incapacitating and fatality crashes and 76 percent in injury crashes.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Consulting services up to the amount of \$1,422,635 (\$1,293,304.44 and a 10% contingency) will be locally funded through Gas Tax/HUTA (50%) and Combined Improvement Fund (50%). Consulting services are anticipated to begin in FY 2021/22 and end in FY 2027/28 upon the completion of construction. There are no General Funds used in this project.

**Contract History and Price Reasonableness**

The County negotiated the scope of work and fee with Michael Baker International to arrive at the resulting contract fee.

**ATTACHMENTS:**

Vicinity Map

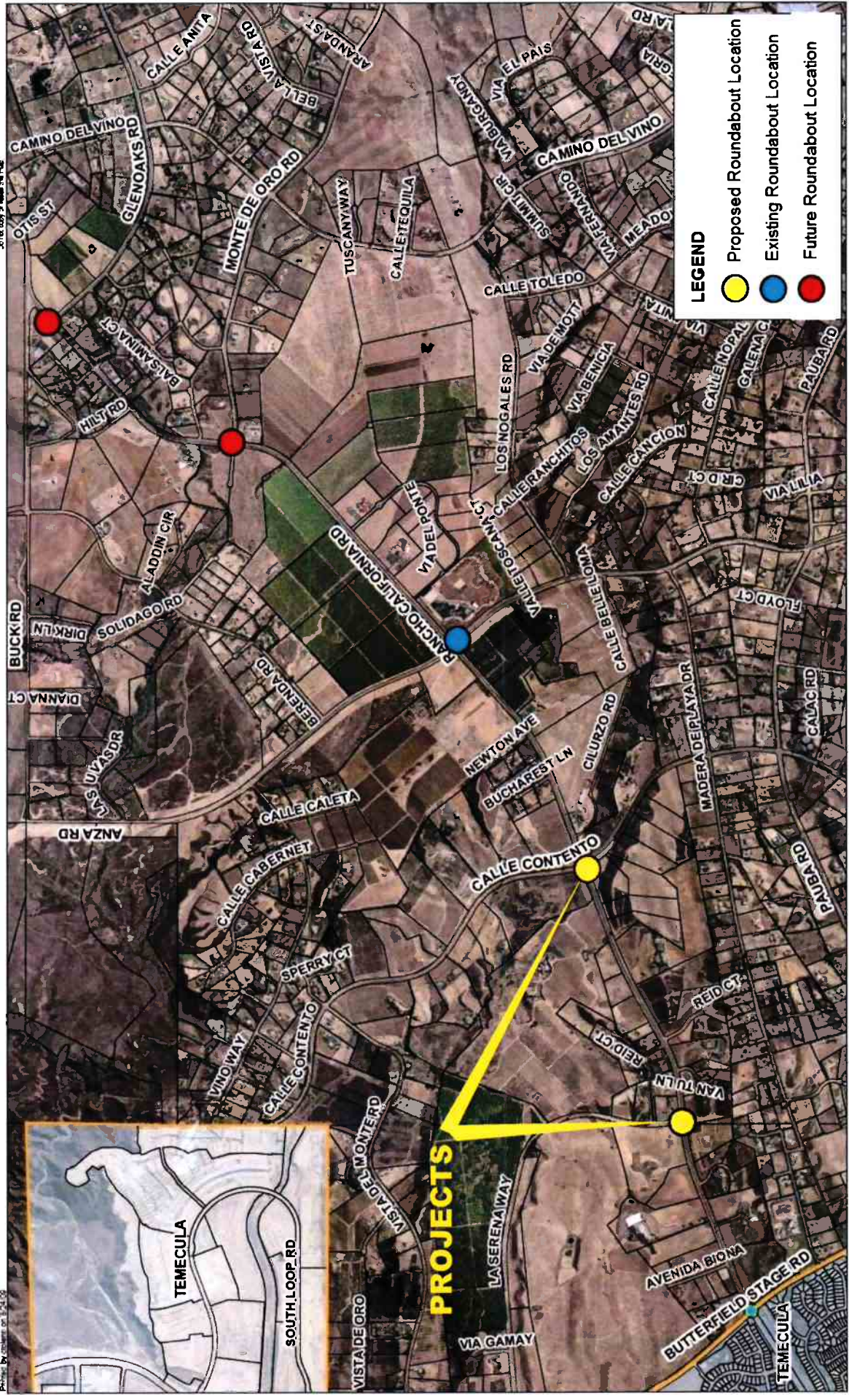
Consulting Services Agreement

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      4/4/2022

The County of Riverside, California, is authorized to accept responsibility for the information contained on this map. This is a representation of the information provided to the County and is not a contract or a warranty of any kind. The County and its employees shall not be liable for any damages, actual, special, or consequential, resulting from the use of this map. Some colors may vary from the map.

# CALLE CONTENTO ROUNDABOUT AND LA SERENA WAY ROUNDABOUT PROJECTS

0 750 1,500 3,000 Feet  
 1 inch = 1,500 Feet  
 Orthophoto from April 2007  
 Project by City of Riverside on 11/1/07



**LEGEND**

- Proposed Roundabout Location ●
- Existing Roundabout Location ●
- Future Roundabout Location ●

**PROJECTS**

Contract No.: 21-08-001  
Termination Date: June 30, 2028  
Amount Authorized: \$1,293,304.44  
Federal Funding: No  
State Funding: No

## **CONSULTING SERVICES AGREEMENT**

between the

**County of Riverside**

and

**Michael Baker International, Inc.**

for the

**Calle Contento Roundabout and**

**La Serena Way Roundabout Projects**

**on Rancho California Road**

Project Nos. C9-0017 (Calle Contento), D2-0062 (La Serena)



APR 12 2022

3.28

## **Table of Contents**

ARTICLE I INTRODUCTION .....	1
ARTICLE II CONSULTANT’S REPORTS OR MEETINGS .....	2
ARTICLE III STATEMENT OF WORK.....	2
ARTICLE IV PERFORMANCE PERIOD.....	3
ARTICLE V ALLOWABLE COSTS AND PAYMENTS.....	3
ARTICLE VI TERMINATION.....	4
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.....	5
ARTICLE VIII RETENTION OF RECORDS/AUDIT .....	5
ARTICLE IX AUDIT REVIEW PROCEDURES .....	5
ARTICLE X SUBCONTRACTING.....	8
ARTICLE XI EQUIPMENT PURCHASE .....	8
ARTICLE XII STATE PREVAILING WAGE RATES .....	9
ARTICLE XIII CONFLICT OF INTEREST .....	10
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION .....	10
ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING.....	10
ARTICLE XVI STATEMENT OF COMPLIANCE .....	11
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION .....	12
ARTICLE XVIII FUNDING REQUIREMENTS.....	13
ARTICLE XIX CHANGE IN TERMS .....	13
ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION.....	14
ARTICLE XXI CONTINGENT FEE .....	16
ARTICLE XXII DISPUTES .....	16
ARTICLE XXIII INSPECTION OF WORK.....	17
ARTICLE XXIV SAFETY .....	17
ARTICLE XXV INDEMNIFICATION AND INSURANCE.....	18
ARTICLE XXVI OWNERSHIP OF DATA.....	22
ARTICLE XXVII CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR.....	23
ARTICLE XXVIII CONFIDENTIALITY OF DATA.....	24
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION .....	24
ARTICLE XXX LEGAL COMPLIANCE .....	24
ARTICLE XXXI EVALUATION OF CONSULTANT .....	25
ARTICLE XXXII RETENTION OF FUNDS .....	25
ARTICLE XXXIII NOTIFICATION .....	25
ARTICLE XXXIV CONTRACT .....	25
ARTICLE XXXV APPROVALS .....	27

### **ATTACHMENTS**

*In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.*

Scope of Services.....	A1
Schedule of Services.....	B1
Compensation Plan .....	C1

**ARTICLE I INTRODUCTION**

A. This Consulting Services Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Michael Baker International, Inc., a Pennsylvania corporation, hereinafter referred to as “CONSULTANT”.

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

The CONSULTANT’s Project Manager for CONSULTANT shall be: Hector I. Salcedo, P.E.

Located at: 3536 Concours, Suite 100, Ontario, CA 91764

The COUNTY’s Contract Administrator for COUNTY shall be: Cathy Wampler

Located at: 3525 14<sup>th</sup> Street, Riverside, CA 92501

C. CONSULTANT shall perform:

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

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

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

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

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

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

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

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

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

1 referred to as the "AGENCIES".

- 2 • Riverside County Transportation Commission (RCTC)
- 3 • Western Riverside Council of Governments (WRCOG)
- 4 • Riverside County Flood Control and Water Conservation District (RCFC&WCD)
- 5 • U.S. Army Corps of Engineers (USACE)
- 6 • U.S. Fish and Wildlife Service (USFWS)
- 7 • California Department of Fish and Game (CDFG)
- 8 • Regional Water Quality Control Board (RWQCB)
- 9 • City of Temecula

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

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

- 18 • Meeting Agendas
- 19 • Meeting Sign-in Sheets
- 20 • Meeting Minutes (prior meeting)
- 21 • Action Items Tracking List
- 22 • Deliverables Tracking List
- 23 • Schedule Summary

24 B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could  
25 be monthly or more frequently, to discuss progress on the contract.

26 **ARTICLE III STATEMENT OF WORK**

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



**ARTICLE IV PERFORMANCE PERIOD**

- 1
- 2 A. This contract shall go into effect upon the issuance of a notice to proceed from COUNTY'S Contract
- 3 Administrator after this contract has been approved by the County of Riverside Board of Supervisors, and
- 4 CONSULTANT shall commence work after such notification to proceed by COUNTY'S Contract
- 5 Administrator. The contract shall end on June 30, 2028, unless extended by contract amendment.
- 6 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the
- 7 contract is fully executed and approved by COUNTY.
- 8 C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing
- 9 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is
- 10 attached hereto and incorporated herein by reference.

11 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- 12 A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will
- 13 reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental
- 14 costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work.
- 15 CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee
- 16 benefits, travel, equipment rental, overhead, and other estimated costs set forth in Attachment C,
- 17 Compensation Plan, which is attached hereto and incorporated herein by reference, unless additional
- 18 reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for
- 19 overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Compensation
- 20 Plan. In the event, that COUNTY determines that a change to the work from that specified in the Contract is
- 21 required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract
- 22 amendment to accommodate the changed work. The maximum total cost as specified in Article V.H shall not
- 23 be exceeded, unless authorized by contract amendment.
- 24 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$92,735.81. The
- 25 fixed fee is nonadjustable for the term of the contract, except in the event of a change in the scope of work
- 26 and such adjustment is made by contract amendment.
- 27 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the
- 28 Compensation Plan.
- 29 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain

1 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract  
2 Administrator before exceeding such cost estimate.

3 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.

4 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If  
5 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the  
6 Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance  
7 with the provisions of Article VI Termination.

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

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

19 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$1,293,304.44.

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

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

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

25 Federal funds:  are included  are not included

26 State funds:  are included  are not included

27 **ARTICLE VI TERMINATION**

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

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

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

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

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

14 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to  
15 be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part  
16 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

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

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

29 **ARTICLE IX AUDIT REVIEW PROCEDURES**

- 1 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not  
2 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- 3 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by  
4 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in  
5 writing.
- 6 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and  
7 timely performance, in accordance with the terms of this contract.
- 8 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than  
9 \$3,500,000.

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

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

28 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and  
29 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR

1 documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY  
2 Contract Administrator to conform to the Work Paper Review recommendations included in the management  
3 letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the  
4 Work Paper Review recommendations included in the management letter or audit recommendations included  
5 in the audit report will be considered a breach of the contract terms and cause for termination of the contract  
6 and disallowance of prior reimbursed costs.

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

- 16 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the  
17 proposed rate.
- 18 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the  
19 proposed rate.
- 20 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

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

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

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

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

8 **ARTICLE X SUBCONTRACTING**

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

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

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

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

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

25 **ARTICLE XI EQUIPMENT PURCHASE**

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

- 1 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and  
2 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must  
3 be submitted with the request, or the absence of bidding must be adequately justified.
- 4 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall  
5 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful  
6 life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs  
7 replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the  
8 contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY  
9 in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or  
10 private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to  
11 the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at  
12 CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals  
13 shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined  
14 to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2  
15 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value  
16 greater than \$5,000 is credited to the project.

17 **ARTICLE XII STATE PREVAILING WAGE RATES**

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

- 20 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in  
21 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances  
22 applicable to the work.
- 23 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction  
24 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of  
25 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the  
26 Director of Industrial Relations.
- 27 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence  
28 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as  
29 outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

6 **ARTICLE XIII CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

29 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of



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

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

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

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

20 **ARTICLE XVI STATEMENT OF COMPLIANCE**

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

25 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully  
26 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,  
27 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including  
28 HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital  
29 status, or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and

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

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

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

23 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

10 **ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

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

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

22 **ARTICLE XIX CHANGE IN TERMS**

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

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

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

1 follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 **ARTICLE XXI CONTINGENT FEE**

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

18 **ARTICLE XXII DISPUTES**

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

1 limited to matters properly falling within COUNTY's authority.

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

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

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

10 **ARTICLE XXIII INSPECTION OF WORK**

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

14 **ARTICLE XXIV SAFETY**

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

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

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

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

**ARTICLE XXV INDEMNIFICATION AND INSURANCE**

**A. Basic Indemnity**

1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives, or independent contractors.
2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.
3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this contract. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.

**B. Indemnity for Design Professional Services**

1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall



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

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

27 **B. INSURANCE**

28 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,  
29 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the

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

5 1. Workers' Compensation:

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

11 2. Commercial General Liability:

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

19 3. Vehicle Liability:

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

25 4. Professional Liability

26 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the  
27 CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less  
28 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional  
29 Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance

1 shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense  
2 either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates  
3 Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this  
4 Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained  
5 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will  
6 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  
11 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one  
12 policy term.

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

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

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

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

25 **ARTICLE XXVI OWNERSHIP OF DATA**

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

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

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

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

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

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

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

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

29 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be

1 performed pursuant to a written contract amendment, if necessary, extending the termination date of this  
2 contract in order to resolve the construction claims.

3 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

4 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,  
5 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this  
6 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

7 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the  
8 contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on  
9 any other occasion.

10 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or  
11 COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the  
12 performance of this contract, at public hearings or in response to questions from a Legislative committee.

13 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding  
14 work performed or to be performed under this contract without prior review of the contents thereof by  
15 COUNTY, and receipt of COUNTY'S written permission.

16 E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

17 F. All information related to the construction estimate is confidential, and shall not be disclosed by  
18 CONSULTANT to any entity other than COUNTY.

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

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

25 **ARTICLE XXX LEGAL COMPLIANCE**

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

1 termination by the COUNTY.

2 **ARTICLE XXXI EVALUATION OF CONSULTANT**

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

6 **ARTICLE XXXII RETENTION OF FUNDS**

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

21 **ARTICLE XXXIII NOTIFICATION**

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

26 **ARTICLE XXXIV CONTRACT**

- 27 A. The two parties to this contract, who are the before named CONSULTANT and the before named  
28 COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded  
29 in duplicate between the two parties. Both of these parties for and in consideration of the payments to be

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

3 B. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original  
4 and all of which together shall constitute but one and the same instrument. It shall not be necessary that  
5 any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is  
6 executed by each party. Each party to this Agreement agrees to the use of electronic signatures, such as  
7 digital signatures that meet the requirements of the California Uniform Electronic Transactions Act  
8 (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further  
9 agree that the electronic signatures of the parties included in this Agreement are intended to authenticate  
10 this writing and to have the same force and effect as manual signatures. Electronic signature means an  
11 electronic sound, symbol, or process attached to or logically associated with an electronic record and  
12 executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as  
13 amended from time to time. The CUETA authorizes use of an electronic signature for transactions and  
14 contracts among parties in California, including a government agency. Digital signature means an  
15 electronic identifier, created by computer, intended by the party using it to have the same force and effect  
16 as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this  
17 section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2  
18 of the Civil Code.

19 SIGNATURES ON NEXT PAGE  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29



1 **ARTICLE XXXV APPROVALS**

2 **COUNTY Approvals**

3 **COUNTY OF RIVERSIDE**

4 **RECOMMENDED FOR APPROVAL:**

5 \_\_\_\_\_ Dated: \_\_\_\_\_

6 **MARK LANCASTER**

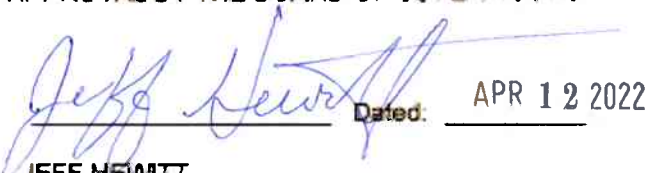
7 **Director of Transportation**

8  
9  
10  
11 **APPROVED AS TO FORM:**

12  
13 

14  
15 **By DANIELLE MALAND, Deputy**

16  
17  
18 **APPROVAL BY THE BOARD OF SUPERVISORS**

19  **Dated: APR 12 2022**

20  
21 **JEFF HEWITT**

22 **Chair, Riverside County Board of Supervisors**

23  
24  
25 **ATTEST:**

26  **Dated: APR 12 2022**

27  
28 **KECIA R. HARPER**

29 **Clerk of the Board (SEAL)**

**CONSULTANT Approvals**

**MICHAEL BAKER INTERNATIONAL, INC.**

\_\_\_\_\_ Dated: \_\_\_\_\_

**BRANDON REYES**

**Associate Vice President**

**MICHAEL BAKER INTERNATIONAL, INC.**

\_\_\_\_\_ Dated: \_\_\_\_\_

**TANYA BILEZIKJIAN**

**Vice President**

ARTICLE XXXV APPROVALS

COUNTY Approvals

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 3-21-22

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

\_\_\_\_\_ Dated: \_\_\_\_\_

By DANIELLE MALAND, Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

JEFF HEWITT

Chair, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA R. HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

MICHAEL BAKER INTERNATIONAL, INC.

Brandon Reyes Dated: 3/20/22  
BRANDON REYES

Associate Vice President

MICHAEL BAKER INTERNATIONAL, INC.

Tanya Bilezikjian Dated: 3/20/2022  
TANYA BILEZIKJIAN

Vice President

**APPENDIX A • SCOPE OF SERVICES**

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

<b>APPENDIX A • ARTICLE AI • INTRODUCTION.....</b>	<b>1</b>
A.    Project Description	1
B.    Location	1
C.    Coordination	1
D.    Phases	1
E.    Standards	2
F.    Key Personnel	2
<b>ARTICLE AII • PHASE I PROJECT ADMINISTRATION.....</b>	<b>2</b>
<b>TASK 1.0    Project Management</b>	<b>2</b>
1.1.1    Project Administration, Control and Scheduling	3
1.1.2    Project Meetings and Coordination	3
1.1.3    Quality Control Plan	4
<b>ARTICLE AIII • PHASE I PRELIMINARY ENGINEERING AND ENVIRONMENTAL.....</b>	<b>5</b>
<b>TASK 2.0    Perform Preliminary Engineering</b>	<b>5</b>
1.2.1    Research and Data Gathering	5
1.2.2    Permits and Rights of Entry	5
1.2.3    Project Footprint	5
1.2.4    Traffic analysis	7
1.2.5    Water Quality Management Plan	8
1.2.6    Preliminary Right of Way Engineering	9
1.2.7    Preliminary Drainage Memo	10
1.2.8    Utility Coordination	10
1.2.9    Staging Concept Plan	11
1.2.10    Geometric Approval Drawing (GAD)	11
<b>TASK 3.0    Perform Preliminary Environmental Studies</b>	<b>12</b>

1	1.3.1	Williamson Act/Important Farmland Memorandum	13
2	1.3.2	Air Quality/Greenhouse Gases Analysis	13
3	1.3.3	Noise Impact Assessment	14
4	1.3.4	Cultural Resources Report	14
5	1.3.5	Visual Impact Analysis	15
6	1.3.6	Biological Study	15
7	1.3.7	Phase I Environmental Site Assessment	20
8			
9	<b>TASK 4.0</b>	<b>Screencheck Draft Initial Study</b>	<b>21</b>
10	1.4.1	Project Description	22
11	1.4.2	Surrounding Land Use and Project Setting	22
12	1.4.3	Other Required Agency Approvals	22
13	1.4.4	Environmental Evaluation	22
14	1.4.5	Process Documentation	25
15	1.4.6	References	25
16	<b>TASK 5.0</b>	<b>Public Review Draft Initial Study/Mitigated Negative Declaration</b>	<b>25</b>
17			
18	<b>TASK 6.0</b>	<b>Final Initial Study/Mitigated Negative Declaration</b>	<b>26</b>
19	<b>ARTICLE BI • PHASE 2 PLANS, SPECIFICATIONS AND ESTIMATES</b>	<b>.....</b>	<b>27</b>
20			
21	<b>TASK 7.0</b>	<b>Project Management</b>	<b>27</b>
22	2.1.1	Project Administration, Control and Scheduling	27
23	2.1.2	Project Meetings	27
24	<b>ARTICLE BII • PHASE II FIELD RESEARCH AND REPORTING</b>	<b>.....</b>	<b>28</b>
25			
26	<b>TASK 8.0</b>	<b>Mapping and Reports</b>	<b>28</b>
27	2.2.1	Field Survey	28
28	2.2.2	Final Drainage Study	28
29	2.2.3	Final Geotechnical Design Report	29

1	<b>ARTICLE BIII • PHASE II IMPACTS</b> .....	<b>30</b>
2		
3	<b>TASK 9.0 Utilities and Right of Way Engineering</b>	<b>30</b>
4	2.3.1 Right of Way Coordination	30
5	2.3.2 Right of Way Requirement Maps	31
6	2.3.3 Utility Conflict Maps	31
7	2.3.4 Utility Location Verification	33
8	2.3.5 Utility Relocation Plan	33
9	2.3.6 Utility Relocation Package	33
10	2.3.7 Utility Relocation Coordination	34
11		
12	<b>ARTICLE BIV • PHASE II DESIGN</b> .....	<b>35</b>
13	<b>TASK 10.0 Mitigate Environmental Impacts</b>	<b>35</b>
14	2.4.1 Environmental Mitigation/Permitting	35
15	2.4.2 Regulatory Permits	36
16		
17	<b>TASK 11.0 Draft PS&amp;E (60%)</b>	<b>39</b>
18	2.5.1 Roadway Plans	39
19	2.5.2 Landscape Plans	40
20	2.5.3 Signing & Striping Plans	40
21	2.5.4 Stage Construction Plans	40
22	2.5.5 Street Light Location Plans	41
23	2.5.6 Utility Plans	41
24	2.5.7 Drainage Plans	41
25	2.5.8 Field Review	42
26	2.5.9 Estimates	42
27	2.5.10 Independent review	43
28	<b>TASK 12.0 Update PS&amp;E (95%)</b>	<b>43</b>
29	2.6.1 Update Plans to 95%	43

1	2.6.2	Update Specifications	43
2	2.6.3	Update Estimates	43
3	2.6.4	Field Review	43
4	2.6.5	Independent Review	44
5			
6	<b>TASK 13.0</b>	<b>Update PS&amp;E (100%)</b>	<b>44</b>
7	2.7.1	Update Plans	44
8	2.7.2	Update Specifications	44
9	2.7.3	Update Estimates	44
10	2.7.4	Survey File	44
11	<b>ARTICLE C • PHASE III BID AND CONSTRUCTION SUPPORT</b>	<b>.....</b>	<b>44</b>
12			
13	<b>TASK 14.0</b>	<b>Bid and Construction Support</b>	<b>44</b>
14	3.1.1	Bid Support	45
15	3.2.1	Utility Coordination	45
16	3.2.2	Design Coordination	45
17	3.2.3	As-Built Plans	45
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			

**APPENDIX A • ARTICLE AI • INTRODUCTION**

**A. PROJECT DESCRIPTION**

This PROJECT will reconstruct the existing intersections of Rancho California Road at La Serena Way and at Calle Contento as roundabouts under two construction contracts to be bid and constructed separately. The proposed improvements will address existing deficiencies and accommodate projected growth from planned development projects in the area. The CONSULTANT shall perform professional and technical services to provide support to the COUNTY required to prepare the Environmental Document, and the Plans, Specifications and Estimates (PS&E) and Construction Support necessary to complete construction.

**B. LOCATION**

This PROJECT is located on Rancho California Road at the La Serena Way intersection and Calle Contento intersection in the Temecula Valley Wine Country area of the County of Riverside.

**C. COORDINATION**

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

- County of Riverside Transportation, Flood Control, and Real Estate Departments
- Utility companies, Regional Water Boards and Regulatory Agencies
- City of Temecula and Temecula Valley Wine Country Winery Groups

COUNTY 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 review of the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by CONSULTANT with approval of COUNTY.

**D. PHASES**

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

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

Phase I will proceed upon written notice to proceed. Phase II, Phase III, will not proceed until authorized in writing by COUNTY.

Phase III will be performed for the construction of the two roundabouts at different times.

**E. STANDARDS**

The environmental document, plans specifications and estimates shall be prepared in accordance with COUNTY regulations, policies, procedures, manuals and standards. Improvements of local roads will be prepared in accordance with COUNTY standards. Specification will be prepared in accordance with Caltrans Standard Specifications. Utility relocations performed by the COUNTY'S contractor shall be designed in accordance with utility company standards. All documents shall be prepared using English standards and dimensions.

**F. KEY PERSONNEL**

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

Principal	Brandon Reyes
Project Manager	Hector Salcedo
Project Engineer	Steven Alvarez
Environmental Lead	Alan Ashimine
QA Manager	Randy Ratzlaff
Drainage Engineer	Brad Losey
Traffic Engineer – Traffic Analysis	Jason Pack (Fehr & Peers)
Traffic Engineer – Traffic Design	Octavio Hernandez
Independent Review	Tim Thiele
Roundabout PEER Review	Joey Bansen (Kittelson & Associates)
Utility Coordinator	Michael Mays (Epic Land Solutions)
Geotechnical Lead	Simon Saiid (Leighton Consultants)

**ARTICLE AII • PHASE I PROJECT ADMINISTRATION**

**TASK 1.0 PROJECT MANAGEMENT**



**1.1.1 PROJECT ADMINISTRATION, CONTROL AND SCHEDULING**

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

The CONSULTANT's PROJECT MANAGER will maintain ongoing liaison with the COUNTY PROJECT MANAGER, AGENCIES contacts and utility companies to promote effective coordination during the PROJECT.

**1.1.2 PROJECT MEETINGS AND COORDINATION**

CONSULTANT will attend and coordinate project meetings.

Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER and other representatives from affected agencies will be held at least once a month. CONSULTANT will prepare and electronically distribute agendas, action item logs, and project schedule at least two (2) working days prior to each meeting, CONSULTANT will lead these meetings. CONSULTANT will prepare draft meeting minutes one (1) week following the PDT meeting, and final meeting minutes will be electronically distributed to the appropriate parties within ten (10) working days after the meetings. CONSULTANT will provide hardcopies of meeting agendas, which include deliverables log, action items log, and sixty (60)-day look ahead schedule and the prior meeting's minutes, at each PDT meeting. A total of up to twelve (12) PDT meetings will be attended by at least two (2) CONSULTANT's team staff, including the CONSULTANT's PROJECT MANAGER and the Environmental team leader and/or subconsultants as appropriate.

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

CONSULTANT will develop a project schedule. The schedule will be maintained on a monthly basis and distributed electronically or at meetings as necessary.

Individual focused meetings will be held with various agencies and stakeholders involved in the project as necessary. Meeting minutes will be prepared for all meetings. CONSULTANT will be responsible for management and supervision of the CONSULTANT Team as well as consultation with COUNTY STAFF.

CONSULTANT will coordinate with state and local agencies regarding this environmental document if

1 necessary.

2 **Deliverables:**

- 3 • Action Item Log  
4 • Project Schedule

5 **Meetings for Phase I:**

- 6 • One project orientation/kick-off meeting  
7 • Up to Twelve (12) Monthly PDT Meetings and Meeting Agendas/Minutes  
8 • Two (2) Stakeholder Meetings  
9     o Winery Owners  
10    o Equestrian Groups  
11 • Two (2) conference call (AB52) Tribe Consultation Meetings  
12 • Two Project Focus Meetings  
13 • One Virtual Public Meeting during Environmental Circulation  
14 • Other meetings as detailed in this scope of work

15 **1.1.3 QUALITY CONTROL PLAN**

16 A Quality Control Plan (QCP) will be established for this PROJECT within one (1) month after NTP for  
17 review and approval.

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

28 **Deliverables:**

- 29 • Quality Control Plan

**ARTICLE AIII • PHASE I PRELIMINARY ENGINEERING AND ENVIRONMENTAL**

**TASK 2.0 PERFORM PRELIMINARY ENGINEERING**

**1.2.1 RESEARCH AND DATA GATHERING**

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

CONSULTANT shall perform field reconnaissance. Field reviews will be limited to publicly accessible roadways and private property in accordance to executed right of entries.

**1.2.2 PERMITS AND RIGHTS OF ENTRY**

CONSULTANT will identify locations outside the public right-of-way where it will be necessary to obtain specific rights-of-entry for design and environmental purposes from affected property owners.

The CONSULTANT shall prepare letters of contact and right-of-entry based off templates provided by the COUNTY.

CONSULTANT will contact property owners and keep a contact log and copies of index maps, outreach letters, and right-of-entry documents. For any difficulty to acquire rights-of-entry, CONSULTANT will seek support from COUNTY.

**Deliverables:**

- Contact log, index maps, outreach letters, and signed right-of-entry documents.

**1.2.3 PROJECT FOOTPRINT**

For each roundabout, CONSULTANT will utilize the conceptual roundabout intersection design previously prepared by CONSULTANT under separate contract between CONSULTANT and COUNTY for Shape file, GIS Geodatabase, or MicroStation/CAD file (.dgn or .dwg) as the maximum footprint of project disturbance. The footprint will distinguish between the direct impacts (areas of physical disturbance such as from grading and excavation and including construction access and staging areas) and the indirect impacts (areas for restriping and advance signage only).The footprint development will include the following:

- The footprint of proposed excavation and fill areas including the depth of excavation (roadways, drainage structures and other structures, walls, BMPs, utilities, etc.).

- List of businesses and residences affected by APN (for build alternatives to be evaluated) preferably with the name of each business.
- Prior to submittal of the first draft technical studies, the COUNTY will review one set of 11 x 17 layout sheets showing the footprint of existing conditions and proposed improvements for use in the technical studies.
- Amount of impervious surface area for both the existing condition and the post project condition
- Total disturbed surface area

**Assumptions**

It is assumed that the design level of the conceptual roundabout intersections previously prepared for a separate corridor study project is sufficient to use for establishing the Project Footprint, no additional re-design will be done for the project footprint. Refinements to the design will be part of the final design phase.

**Deliverables(for each roundabout):**

- 11x17 Project Footprint Exhibits (Scale: 1"=20')

CONTINUE TO NEXT PAGE

1 **1.2.4 TRAFFIC ANALYSIS**

2 **1.2.4.1 Data Collection**

3 COUNTY will provide traffic counts needed for this PROJECT at the flowing four locations:

- 4
- 5 1. Rancho California Road/Butterfield Stage Road
  - 6 2. Rancho California Road/La Serena Way
  - 7 3. Rancho California Road/Calle Contento
  - 8 4. Rancho California Road/Anza Road

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
CONSULTANT will analyze two peak hours which include weekday AM, weekday PM, or weekend peak hour. Traffic data will be used to understand the traffic patterns in the area and coordinate with the COUNTY to finalize bot the study peak hours for this analysis and the date where counts should be collected.

**1.2.4.2 Opening Year and Design Year Forecasts**

The Temecula Valley Wine Country Community Plan (TVWCCP) model will be used to develop future forecasts under both Opening Year and Design Year conditions. The TVWCCP Model base year was calibrated to year 2014 and the Future Year is assumed to be 2035 (consistent with the 2012 RTP forecast horizon) and includes full buildout of the TVWCCP. CONSULTANT will confirm the surrounding winery land use assumptions with the COUNTY and make any changes to the TVWCCP model accordingly. To be consistent with the SCAG RTP, CONSULTANT will verify the external stations of the TVWCCP model and update based on the growth from the SCAG model if needed to capture the through traffic at the study intersection.

CONSULTANT will develop the Design Year forecasts by applying the growth factor calculated from the base year and future year models to the existing traffic volumes. The Opening Year forecasts will be developed using interpolation between existing and Design Year volumes. Given the nature of this project as an operational improvement, it is anticipated that the same set of volumes will be used for No Build and Build alternatives.

The peak hour (2) volumes will be developed at the four study intersections during both Opening Year and Design Year conditions.

CONSULTANT will review the results of our data collection efforts and forecasting projections to initiate a

workshop with COUNTY. The intent of this workshop will be to discuss projected needs (from a volume demand perspective) and work with the COUNTY to verify whether Calle Contento should be the first location with a roundabout or whether La Serena Way would be more appropriate.

#### **1.2.4.3 Capacity Assessment**

CONSULTANT will conduct a capacity assessment using the VISSIM model developed for a separate corridor study project to ensure the Design Year forecasts can be accommodated by the proposed design. CONSULTANT will conduct the peak hour LOS analysis at the four study intersections during the following scenarios. For the purpose of this analysis, the future scenarios will be conducted separately for the proposed roundabout design at two study locations: Rancho California Road/La Serena Way and Rancho California Road/Calle Contento.

- Existing conditions
- Opening Year No Build Alternative - La Serena Way with Existing Configurations
- Opening Year Build Alternative - La Serena Way as Roundabout
- Design Year No Build Alternative - La Serena Way with Existing Configurations
- Design Year Build Alternative - La Serena Way as Roundabout
- Opening Year No Build Alternative - Calle Contento with Existing Configurations
- Opening Year Build Alternative - Calle Contento as Roundabout
- Design Year No Build Alternative - Calle Contento with Existing Configurations
- Design Year Build Alternative - Calle Contento as Roundabout

#### **1.2.4.4 VMT Assessment and Memo**

To comply with the SB 743 requirement, CONSULTANT will prepare a brief memo documenting that this PROJECT is not growth inducing and that it is specifically a screened improvement in both the OPR TA and Caltrans TAF/TAC. The brief memo will be prepared separately for each study roundabout.

#### **Deliverables:**

- Calle Contento Traffic Analysis Technical Memorandum
- La Serena Way Traffic Analysis Technical Memorandum
- Calle Contento VMT Assessment Memo
- La Serena Way VMT Assessment Memo

### **1.2.5 WATER QUALITY MANAGEMENT PLAN**

For each roundabout, CONSULTANT will prepare a Preliminary Water Quality Management Plan

1 (WQMP) for the project in accordance with the California Regional Water Quality Control Board issued  
2 permit, Order No. R8-2020-0033. The WQMP will be completed using the County of Riverside template  
3 and will include USEPA Green Street guidance to reduce and/or eliminate the discharge of pollutants  
4 from the completed PROJECT into the storm drain system or receiving waters. Low Impact Development  
5 (LID) Best Management Practices (BMPs) may include: Site design measures, Implementing Green  
6 Street BMPs such as porous pavement, vegetated swales, sidewalk trees and/or sidewalk planters and  
7 will be design per BMP guidance for Public Transportation Projects in the Santa Margarita Watershed  
8 Regions. Based on the preliminary phase corridor study which included this PROJECT, and discussions  
9 with COUNTY Staff, Hydrologic Constituents of Concern (HCOC) will be addressed on a regional basis at  
10 a site being developed by the Western Riverside Council of Governments. HCOC will not be addressed  
11 in this WQMP.

12 CONSULTANT will include proposed Water Quality Features into the WQMP that comply with the Water  
13 Quality Permit for the Santa Margarita Watershed. Water Quality Features will address the treatment  
14 requirements for the roadway improvements only. Regional water quality will not be addressed.

15 **Deliverables (for each roundabout):**

- 16 • WQMP
- 17 • BMP Concept Exhibits (Scale:1"=40')

18 **1.2.6 PRELIMINARY RIGHT OF WAY ENGINEERING**

19 CONSULTANT will assess right-of-way impacts and prepare preliminary right of way requirements maps.  
20 Right of way requirements may include the need for new right of way, permanent easements, slope  
21 easement, drainage easements, and temporary construction easements. It is assumed that existing right  
22 of way and existing centerline alignments will be provided by the COUNTY.

23 CONSULTANT will prepare preliminary design plans identifying right of way requirements, as well as a list  
24 of impacted parcels and the square footages associated with each right of way impact. CONSULTANT  
25 will handle the two roundabouts separately when preparing right-of-way requirement maps and lists.  
26 CONSULTANT will use this information to evaluate and analyze right of way impacts, direct and indirect.

27 **Deliverables (for each roundabout):**

- 28 • Preliminary Right of Way Requirement Maps (Scale: 1"=20')

1  
2 **1.2.7 PRELIMINARY DRAINAGE MEMO**

3 The proposed PROJECT is located in the County of Riverside and drains via natural channels and  
4 ditches via Long Canyon or Santa Gertrudis Creek and an unidentified creek into Murrieta Creek and  
5 ultimately the Santa Margarita River. Local storm drains are not known to exist. CONSULTANT will  
6 identify drainage impacts including the relocation or realignment of adjacent channels, storm drains, and  
7 other drainage facilities, and recommend conceptual drainage improvements for on-site and off-site  
8 drainage facilities. This will be identified in coordination with Water Quality Best Management Practices.  
9 Impacts on and replacement of existing drainage facilities will be analyzed and included in the cost  
10 estimate.

11 The off-site culverts will be evaluated for condition and information regarding historic flooding will be  
12 researched with the COUNTY. Offsite hydrology information will be obtained from the COUNTY. If  
13 hydrology information is not available, offsite hydrology calculations will be performed under a separate  
14 addendum. The Preliminary Drainage Study will be prepared in memo format. Hydrology and Hydraulic  
15 calculations will not be performed.

16 The preliminary drainage plans will be prepared in plan view and will display the existing and proposed  
17 drainage schematically with information to identify the existing pipe sizes and probable proposed pipe  
18 diameters and inlet locations.

19 **Deliverables:**

- 20 • Preliminary Drainage Memo
- 21 • Preliminary Drainage Schematic (Scale: 1"=100) – Matching GADs

22 **1.2.8 UTILITY COORDINATION**

23 CONSULTANT will establish communications with all utility companies and agencies known to have wet  
24 and dry utilities in the vicinity. CONSULTANT will obtain from the utility owners, the available as-built  
25 plans and atlases for these existing facilities and proposed plans for any future changes to overhead and  
26 underground lines in the area. The data including available horizontal and vertical dimensions will be  
27 used to prepare 22" x 34" (1"=20") base mapping of the existing and proposed wet and dry utilities within  
28 the project area.

29 CONSULTANT will finalize the list of existing utilities and expected involvements with respect to the build



1 alternatives. CONSULTANT will investigate the likely implications to the utility facilities as a result of the  
2 proposed intersection improvements including possible utility relocation alternatives and their associated  
3 timing and costs. CONSULTANT will coordinate with the utility owners to confirm the impact to the utility  
4 facility as a result of the proposed improvements. CONSULTANT will name all utility companies involved,  
5 the types of facilities and agreements required, determination of any existing or proposed longitudinal  
6 encroachment, additional information regarding utility involvements, cost responsibility of project, and  
7 information on the utility involvements. CONSULTANT will update the project utility base mapping with  
8 any updated available information and prepare a preliminary utility cost estimate.

9 **Assumptions**

10 It is assumed that the utility information plans, and matrix prepared during a separate corridor study  
11 project can be used for this PROJECT.

12 **Deliverables:**

- 13 • Preliminary Utility Cost Estimate
- 14 • Utility Information Plans (Scale 1"=20') (PDF)
- 15 • Utility Matrix
- 16 • Utility Coordination meetings with Utility owners: Fifteen (15) meetings

17 **1.2.9 STAGING CONCEPT PLAN**

18 For each roundabout, CONSULTANT shall prepare Staging Concept Plans. The Staging Concept Plans  
19 and memorandum will include a stage construction plan, address development of a public awareness  
20 campaign, proper identification of detour routes and lane closures, scheduling of construction activities  
21 during off-peak hours, emergency access, development of traffic contingency plans and other factors  
22 related to traffic management during construction as required for the specifics of this project. A shoo-fly  
23 alternative will be considered if no detours are allowed.

24 **Deliverables (for each roundabout):**

- 25 • Preliminary Staging Strip Plot Concept Plans (Scale 1"=200')
- 26 • Staging Concept Technical Memorandum

27 **1.2.10 GEOMETRIC APPROVAL DRAWING (GAD)**

28 For each roundabout, CONSULTANT will prepare 30% design level geometric approval drawings (GAD)  
29 at a scale of 1" = 100'. The GAD will include existing topographic and planimetric mapping, proposed

1 right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections.  
2 CONSULTANT will design roadway geometry including horizontal and vertical geometry for circulating  
3 roadway cross streets, including profile and super elevation diagrams. Grading will be developed to  
4 establish preliminary right-of-way limits. Typical cross sections will be prepared to illustrate lane and  
5 shoulders in the lane configurations and other basic cross-sectional data. Roundabout design will be in  
6 conformance with principles from NCHRP Report 672: Roundabouts: An Informational Guide, Second  
7 Edition, Caltrans Highway Design Manual (HDM), and COUNTY standards.

8 An independent PEER review by CONSULTANT's Subconsultant (Kittelson and Associates) will be  
9 conducted to review 30% design level roundabout geometrics in accordance with the PROJECT QCP.  
10 The review will include checking horizontal and vertical geometry, and roundabout performance checks;  
11 deflection angle, fastest path, sight distance, splitter island designs, and other key design features that  
12 would affect roundabout operations and safety.

13 The PEER review will be conducted prior to submittal to the COUNTY.

14 Assumptions

15 It is assumed that the design level of the conceptual roundabout intersections from a separate corridor  
16 study project is adequate for the use in the GAD. Minor edits to the horizontal and vertical geometry will  
17 be made if necessary, to meet updated design guidelines. Detailed designs such as curb ramps and  
18 construction details will be part of final design.

19 **Deliverable (for each roundabout):**

- 20 • GAD (Scale 1"=100')

21 **TASK 3.0 PERFORM PRELIMINARY ENVIRONMENTAL STUDIES**

22 Based on a preliminary review of the proposed project, it is anticipated that an Initial Study/Mitigated  
23 Negative Declaration will apply to the proposed project under CEQA. Based on the scope and nature of  
24 the project, it does not appear the project qualifies for a Statutory or Categorical Exemption; nor does it  
25 appear there is a potential for a significant environmental impact (requiring preparation of an EIR). ). It  
26 **should be noted that both the Calle Contento and La Serena Way roundabouts will be analyzed**  
27 **under a single environmental document and a single set of technical studies (i.e., this scope**  
28

1 **excludes preparation of separate CEQA documents and separate technical studies for each**  
2 **roundabout location).**

3  
4 **1.3.1 WILLIAMSON ACT/IMPORTANT FARMLAND MEMORANDUM**

5 If applicable to the project site CONSULTANT will prepare a memorandum identifying lands considered to  
6 be Prime, Unique, or Farmland of Statewide Importance by the California Department of Conservation, or  
7 land subject to a Williamson Act Contract. The memorandum will discuss historical and current  
8 agricultural activities occurring within project limits, and will include a quantification of impact acreage to  
9 said designated farmland. A summary of impacts and potential mitigation measures to minimize impacts  
10 will be provided.

11 **Deliverable:**

- 12 • Williamson Act/Important Farmland Memorandum

13 **1.3.2 AIR QUALITY/GREENHOUSE GASES ANALYSIS**

14 Fugitive dust and equipment exhaust emissions from construction activities will be quantitatively  
15 evaluated using CalEEMod and compared to South Coast Air Quality Management District (SCAQMD)  
16 Regional Thresholds of Significance and Localized Significance Thresholds (LST). The operational  
17 emissions analysis will be qualitative. Where necessary, carbon monoxide hotspots will be evaluated.  
18 CONSULTANT will also qualitatively discuss naturally occurring asbestos impacts.

19 Prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon  
20 dioxide) from both direct and indirect sources. The emissions inventory will be calculated using  
21 CalEEMod. The analysis will also review project consistency with applicable plans for the purpose of  
22 reducing GHG emissions. The energy implications of the project will be analyzed pursuant to Public  
23 Resources Code Section 21100(b)(3) and Appendix G and Appendix F of the CEQA Guidelines, including  
24 quantification of energy consumption associated with short-term construction activities and qualitative  
25 discussion of energy consumption during project operation, effects of the project on regional and local  
26 energy supply, demand, and resources, and the project's consistency with energy standards and  
27 requirements.

28 **Deliverable:**

- Air Quality, Greenhouse Gases, and Energy impact sections of the IS/MND with modeling data technical appendix

**1.3.3 NOISE IMPACT ASSESSMENT**

CONSULTANT will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses adjacent to the proposed improvements. Short-term noise level measurements at up to two locations along the project area will be conducted during a site visit. The construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence. An analysis of construction vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. A screening level operational noise assessment will be conducted to determine the change in ambient noise due to implementation of the proposed roadway improvements. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

**Deliverable:**

- Noise impact section of the IS/MND with modeling data technical appendix

**1.3.4 CULTURAL RESOURCES REPORT**

CONSULTANT will Prepare a Cultural Resources Constraints Report for the proposed PROJECT. The report would include a literature search at the Eastern Information Center (EIC) and a review of archival sources and historic maps to determine the existence of previously recorded cultural resources (archaeological and built environment resources) within the project boundaries and a one-mile radius. For an assessment of the potential presence of paleontological resources within the project area, CONSULTANT will rely upon the *Preliminary Assessment of the Paleontological Resource Potential of the Rancho California Roundabout Corridor Project* prepared by Applied Earthworks, dated May 19, 2014. A pedestrian survey of the project site will be performed to determine if any cultural or paleontological resources are present, and the report will include graphics depicting the survey area. Given the nature of the project area, it is assumed that no cultural resources will be encountered during the survey and no archaeological or built environment resources will require recordation on Department of Parks and Recreation (DPR) documentation or evaluation related to the California Register of Historical Resources will be required. Provide support related to compliance with Assembly Bill 52 (AB52) Native

1 American consultation. Prepare draft AB52 consultation letters on behalf of the COUNTY and distribute  
2 via certified mail and email. Since AB52 requires government-to-government consultation, it is assumed  
3 that the COUNTY will lead the consultation effort and provide results of the consultation to CONSULTANT  
4 for inclusion in a consultation log with all correspondence (ex. letters, emails, phone conversation  
5 summaries) and outcome of consultation with tribes. CONSULTANT will support the COUNTY with  
6 participation in up to two (2) consultation meetings with tribes, to be conducted via conference call.

7 **Deliverable:**

- 8 • Cultural Resources Constraints Report

9 **1.3.5 VISUAL IMPACT ANALYSIS**

10 Prepare ten photo simulations to support the environmental compliance documentation for the project.  
11 Upon project kickoff, CONSULTANT will schedule site reconnaissance. Professional photographs will be  
12 taken along publicly accessible areas toward the Rancho California Road/Calle Contento and La Serena  
13 Way intersections, and the locations will be pre-approved by the COUNTY. Photograph locations will be  
14 documented with global positioning system (GPS) technology. Up to 10 Key View photographs to be  
15 approved by COUNTY for simulation of the project. Two three-dimensional computer models  
16 (representing one build alternative for each of the two intersections) will be prepared to simulate the  
17 project from up to 10 Key Views. Site topography, paving, and landscape will be modeled at a level of  
18 detail that includes vegetation removal, topographic changes, exposed earth, and other significant  
19 objects. The simulated models will be masked onto the site photography. All modeled objects will be  
20 colored and textured utilizing advanced mapping techniques such as decals, transparency, and reflective  
21 maps. All available resources are used to create a depiction of the subject that is as close to photorealism  
22 as possible. This includes multiple light sources, shadows, and other creative techniques. The rendered  
23 subject is superimposed into the photograph utilizing masking techniques that blend the two together  
24 seamlessly. Other items are also superimposed such as landscaping, trees, cars, and people as  
25 necessary to achieve realism.

26 **Deliverable:**

- 27 • Up to 10 photosimulations

28 **1.3.6 BIOLOGICAL STUDY**

29 **1.3.6.1: Biological Report and MSHCP Consistency Analysis**

### *Calle Contento Roundabout and La Serena Way Roundabout Projects*

1 CONSULTANT will prepare a Biological Report and Western Riverside County Multiple Species Habitat  
2 Conservation Plan (MSHCP) Consistency Analysis Report to analyze potential impacts to biological  
3 resources in the vicinity of the two proposed roundabouts. The Report will include a review of available  
4 biological reports previously prepared for the project and other vicinity data for the general area to  
5 determine which sensitive biological resources are likely to occur onsite or within adjacent areas.  
6 CONSULTANT will also perform a literature/records search of resource agency inventories to determine  
7 the presence of any sensitive species and habitats known to occur or have the potential to occur within  
8 the vicinity of the project site.

9 CONSULTANT will systematically survey the project sites to document baseline conditions from which to  
10 evaluate the potential of the sites to support any sensitive species or habitat type. The site surveys will  
11 provide an understanding of the overall project setting and biological resources occurring within the area.  
12 Special attention will be given to undeveloped areas that have a higher potential to provide suitable  
13 habitat for special-status plant and wildlife species, with emphasis on burrowing owl (*Athene cunicularia*)  
14 at each site. Based on the results of the literature/records review and site surveys, a Biological Report  
15 and Western Riverside County MSHCP Consistency Analysis Report will be prepared to document all  
16 plant and wildlife species and habitats occurring on the two proposed roundabouts and the potential of  
17 the sites to support special-status plant and wildlife species, including habitats covered under the  
18 Western Riverside County MSHCP (e.g., jurisdictional features such as vernal pools, riparian/riverine  
19 habitat). This report will include a consistency analysis to document compliance with the MSHCP and  
20 identify potential impacts to MSHCP-covered species and habitats and will also address any MSHCP  
21 requirements for the proposed roundabouts to demonstrate that the proposed improvements comply with  
22 the conservation goals of the MSHCP.

23 If impacts to MSHCP-covered resources will occur and 90% of the property that provides long-term  
24 conservation value to the species cannot be conserved, or if there will be unavoidable impacts to  
25 riparian/riverine resources, CONSULTANT's Senior Biologist will attend up to two (2) pre-application  
26 meetings at the Western Riverside County Regional Conservation Authority's (RCA's) Riverside Office to  
27 coordinate on MSHCP policy issues with the RCA and the wildlife agencies (California Department of Fish  
28 and Wildlife [CDFW] and U.S. Fish and Wildlife Service [USFWS]). The purpose of the meetings will be to  
29 introduce the proposed project, review impacts to protected resources, and confirm any additional survey

1 requirements, regulatory permits, or potential compensatory mitigation that would need to be completed.  
2 The information and guidance provided by the RCA and wildlife agencies during the pre-application  
3 meetings will be used to expedite the preparation/review process of the Determination of Biologically  
4 Equivalent or Superior Preservation (DBESP) Report. Another benefit of attending the pre-application  
5 meeting is that the RCA and wildlife agencies will have the opportunity to informally review any  
6 compensatory mitigation that is being proposed and approve a reduced review period (30 days instead of  
7 60 days) for the DBESP Report, if required.

8 **Deliverable:**

- 9 • Biological Report and Western Riverside County Multiple Species Habitat Conservation Plan  
10 (MSHCP) Consistency Analysis Report
- 11 • Two (2) RCA Pre-Application Meetings

12 **1.3.6.2: Focused Burrowing Owl Surveys**

13 Based on a preliminary review of the MSHCP, the proposed project is located within the designated  
14 survey area for burrowing owl. In accordance with MSHCP Section 6.3.2, *Additional Survey Needs and*  
15 *Procedures*, focused surveys for burrowing owl may need to be conducted to confirm the presence of  
16 suitable habitat and burrowing owls prior to development of either of the two proposed roundabouts. If it is  
17 determined that suitable habitat is present at either or both sites, focused surveys for burrowing owls will  
18 be conducted in accordance with the MSHCP accepted protocols. The focused surveys will consist of four  
19 (4) separate surveys in the breeding season between March 1 and August 31 conducted during the  
20 recognized timeframe in the morning one hour before sunrise to two hours after sunrise. Surveys are  
21 strongly discouraged from occurring outside the breeding season in the MSHCP and may be required to  
22 be repeated if results are negative. Additionally, surveys are not accepted if they are conducted during  
23 rain, high winds (> 20 mph), dense fog, or temperatures over 90°F. If both of the proposed roundabouts  
24 require focused surveys, efforts will be made to conduct both surveys on the same mornings. The entire  
25 project site(s) will be surveyed by walking transects in suitable habitat and in areas within 150 meters  
26 (500 feet) of the project site boundaries, as applicable based on topography and site access. Areas  
27 without direct or safe site access will be surveyed with binoculars from a public right-of-way.  
28 Areas providing potential habitat for burrowing owls will be surveyed for suitable burrows, consisting of  
29 natural and non-natural substrates in areas with low, open vegetation within the project site. All burrows

1 encountered will be examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains.  
2 The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls  
3 observed will be recorded and mapped with a hand-held GPS unit. Methods to detect presence of  
4 burrowing owls include direct observation, aural detection, and signs of presence. The focused surveys  
5 will also include identification of all avian species in the area and observing behaviors that suggest  
6 nesting activity.

7 Following the completion of the final survey, a letter report will be prepared that includes a summary of  
8 the methods, conditions, and results of the surveys at each site as appropriate.

9 **Deliverable:**

- 10 • Four (4) Burrowing Owl Focused Surveys Per Proposed Roundabout
- 11 • Burrowing Owl Memorandum

12 **1.3.6.3: Jurisdictional Delineation**

13 Based on preliminary design plans prepared during separate corridor study phase which included this  
14 PROJECT location, it is understood that the proposed project has the potential to impact both State and  
15 Federal jurisdictional resources. As such, CONSULTANT will conduct a site reconnaissance of each  
16 proposed roundabout location and perform a delineation of jurisdictional “waters of the United States” and  
17 “waters of the State” (including potential wetlands), located within and/or immediately adjacent to the  
18 boundaries of the proposed roundabout sites. The jurisdictional delineation will result in:

- 19 • a determination of the U.S. Army Corps of Engineers (Corps) ordinary high-water mark  
20 (OHWM) and indicate the existence of any three (3) parameter wetlands on-site. The actual  
21 presence or absence of wetlands on-site will be verified through the determination of the  
22 presence of wetland hydrology, hydrophytic vegetation, and hydric soils pursuant to the  
23 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West  
24 Region (Version 2.0) (Corps 2008); A determination of Corps jurisdiction will be based on the  
25 final revised definition of “waters of the United States” as outlined in the Navigable Waters  
26 Protection Rule finalized on January 23, 2020 by the Corps and Environmental Protection  
27 Agency (EPA). The final rule has become effective as of June 22, 2020.
- 28 • the California Department of Fish and Wildlife’s (CDFW) jurisdiction being identified via on-site  
29 streambed or to the outer drip line of riparian vegetation (if present) pursuant to Section 1600



1 et seq. of the California Fish and Game Code (CFGC); and

- 2 • a determination of the Regional Water Quality Control Board's (Regional Board) jurisdiction  
3 based on the adopted State Wetland Definition and Procedures for Discharges of Dredged or  
4 Fill Material to Waters of the State (State Water Resources Control Board, 2019). In cases  
5 where identified features do not meet the definition of a waters of the United States as  
6 outlined in the Navigable Waters Protection Rule, the delineation will identify areas under the  
7 jurisdiction of the Regional Board pursuant to Section 13263 of the California Porter-Cologne  
8 Water Quality Control Act.

9 Prior to surveying the project site, CONSULTANT will conduct a thorough literature review of relevant  
10 information to support the site reconnaissance and report preparation. Sources reviewed are anticipated  
11 to include topographic maps, USDA Web Soil Survey, historic/current aerial photographs, Federal  
12 Emergency Management Agency flood zone maps, USFWS National Wetlands Inventory Mapper,  
13 hydrography information, climate information, and watershed data. Once the site visit is complete and the  
14 project site's baseline information is obtained, CONSULTANT will prepare a letter report discussing on-  
15 site jurisdictional areas. Pursuant to agency requirements, the report will include the required exhibits to  
16 enhance the written text and identify jurisdictional areas.

17 **Deliverable:**

- 18 • Jurisdictional Delineation and Exhibits

19 **1.3.6.4: Determination of Biologically Equivalent or Superior Preservation Report and JPR**

20 If MSHCP-covered resources are found to be present on-site and will be impacted by the proposed  
21 project, a DBESP Report and JPR will need to be prepared and submitted to the RCA and Wildlife  
22 Agencies (CDFW and USFWS) for review and approval. The DBESP Report will be prepared in  
23 accordance with the RCA's DBESP template dated April 2019, or whichever is most current, and will  
24 include the following:

- 25 • Definition of the project area;
- 26 • A written project description, demonstrating why an avoidance alternative is not feasible;
- 27 • A written description of biological information available for the project site including the results of  
28 resource mapping;
- 29 • Quantification of unavoidable impacts to riparian/riverine areas, vernal pools, burrowing owl, or

1 other MSHCP-covered resources associated with the project, including direct and indirect effects;

- 2 • A written description of project design features and mitigation measures that reduce indirect effects,  
3 such as edge treatments, landscaping, elevation difference, minimization, and/or compensation  
4 through restoration or enhancement;
  - 5 ○ Compensatory mitigation measures developed during the pre-application meetings with the  
6 RCA, USACE, Santa Ana RWQCB, CDFW, and USFWS will be used to offset impacts as  
7 appropriate.
- 8 • A finding demonstrating that although the proposed project would not avoid impacts, with proposed  
9 design and compensation measures, the proposed project would be biologically equivalent or  
10 superior to that which would occur under an avoidance alternative without these measures, based  
11 on one or more of the following factors:
  - 12 ○ Effects on Conserved Habitats;
  - 13 ○ Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
  - 14 ○ Effects on riparian Linkages and function of the MSHCP Conservation Area.

15 Because the project may impact riparian/riverine resources, it will be subject to Joint Project Review  
16 (JPR) by the RCA. CONSULTANT will prepare the JPR application for the COUNTY to ensure the two  
17 proposed roundabouts comply with all MSHCP conservation objectives and requirements. Once the  
18 application has been approved by the COUNTY, the COUNTY will submit the application to the RCA.  
19 Once submitted, CONSULTANT will provide technical support to the COUNTY to review and respond to  
20 comments received by the RCA, USFWS, and CDFW. This task assumes one (1) round of  
21 review/revisions with the COUNTY before accepted as final, and three (3) rounds of review/revisions with  
22 the RCA, USFWS, and CDFW.

23 **Deliverable:**

- 24 • DBESP Report, JPR Application

25 **1.3.7 PHASE I ENVIRONMENTAL SITE ASSESSMENT**

26 CONSULTANT will prepare a Phase I Environmental Site Assessment (Phase I) for the project. The  
27 Phase I will be prepared, using methods consistent with the ASTM International (ASTM) E 1527-13  
28 Standard Practice for Environmental Site Assessments, which complies with 40 Code of Federal  
29 Regulations (CFR) Part 312 (the All Appropriate Inquiries [AAI] Rule). It should be noted that the

1 completion of this Phase I is only one component of the process required to satisfy the AAI Rule.

2 The Phase I will consist of four components: Records Review; Site Reconnaissance; Interviews; and  
3 Report Preparation. CONSULTANT will document past activities, facilities, and/or waste disposal  
4 practices, which may have resulted in soil or groundwater contamination. Past site usage will be  
5 investigated through an aerial photograph review, interviews, review of former permits, review of  
6 documents on file with applicable agencies, and research of former citations from State and local  
7 agencies. Current site conditions will be documented by an on-site inspection of the project area. A  
8 review of the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR),  
9 regarding public agency records will be included. Regulatory sites within and surrounding the project  
10 area will be mapped within a one-mile radius (as required by the ASTM E 1527-13 search radius  
11 requirements). Potential hazardous materials conditions within the project site will be considered based  
12 on the EDR database search. The report will include a summary of the report findings and a discussion  
13 of our opinions and conclusions regarding the absence or presence of RECs in connection with the  
14 subject site. Documentation supporting the conclusions presented will be appended to the report. This  
15 Phase I is not intended to provide specific qualitative or quantitative information as to the actual presence  
16 of hazardous substances at the subject site but is to merely identify the potential presence based on  
17 available information.

18 **Deliverable:**

- 19 • Phase 1 Environmental Site Assessment

20 **TASK 4.0 SCREENCHECK DRAFT INITIAL STUDY**

21 **As noted above, both the Calle Contento and La Serena Way roundabouts will be analyzed under**  
22 **a single CEQA document (i.e., this scope excludes preparation of separate CEQA documents for**  
23 **each roundabout location).**

24 CONSULTANT will prepare a Screencheck Draft Initial Study for COUNTY review in accordance with the  
25 CEQA Guidelines. The Initial Study will incorporate the results of the technical analysis described above  
26 as part of Task 3. The primary components of the Screencheck Draft Initial Study are as follows:

27 All COUNTY comments on the Screencheck Draft Initial Study will be incorporated into the document  
28 prior to the 30-day public review period for the project.

29 **Deliverable:**

- Draft Initial Study

#### **1.4.1 PROJECT DESCRIPTION**

The project description will be formulated based upon CONSULTANTS' extensive design experience with the proposed project, available documentation and data, and input received at the kick-off meeting.

#### **1.4.2 SURROUNDING LAND USE AND PROJECT SETTING**

The Screencheck Draft Initial Study will include a detailed description of surrounding land uses and the existing project setting. This section will pay particular attention to resources that are rare or unique to the Rancho California Road Corridor.

#### **1.4.3 OTHER REQUIRED AGENCY APPROVALS**

A listing of anticipated agency permits and/or approvals will be provided in this section.

#### **1.4.4 ENVIRONMENTAL EVALUATION**

CONSULTANT will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised by COUNTY Staff, agencies, and the community, and any other relevant and valid informative sources will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data.

The Environmental Analysis section will thoroughly discuss the existing conditions for each environmental issue area and identify short-term construction and long-term operational impacts associated with the project. The impact analysis will be in a consistent order of environmental factors, as presented in Appendix G of the CEQA Guidelines (Aesthetics, Agricultural and Forest Resources, Air Quality, etc.).

The thresholds for significance shall be identified for every environmental issue. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact, explaining why these determinations were made and that no further analysis is warranted. The Impact Subsection will provide a detailed analysis of each issue, (including regulatory background information), in the same order as these issues are provided in the Initial Study. The Environmental Analysis sections will provide vital supporting information for the conclusions rendered for the Environmental Checklist. This section will review the following issues:

Aesthetics, Light, and Glare: Short-term construction impacts and long-term visual impacts (i.e., visual character, views from adjacent public areas, and any COUNTY-designated scenic vistas) resulting from

1 the project will be reviewed. The photosimulations described as part of Task 2, above, will be  
2 incorporated into this section.

- 3 • **Agricultural and Forestry Resources:** No agricultural or forestry uses would be affected by the  
4 proposed project. However, the Initial Study will describe existing conditions and provide a  
5 significance conclusion in this regard.
- 6 • **Air Quality:** Short-term construction related and long-term project build-out air emissions will be  
7 evaluated in accordance with the South Coast Air Quality Management District (SCAQMD)  
8 criteria. The results of the air quality analysis described as part of Task 3, above, will be  
9 incorporated into this section.
- 10 • **Biological Resources:** This section will analyze the project's potential to affect sensitive biological  
11 resources and/or habitats. A detailed description of existing conditions, project impacts, and  
12 potential mitigation measures will be provided. The results of the Habitat Assessment and  
13 MSHCP consistency analysis described as part of Task 3, above, will be incorporated into this  
14 section.
- 15 • **Cultural Resources:** The analysis will cite the provisions of CEQA Guidelines 15064.5 (Historical  
16 and Archaeological Resources). The results of the Cultural Resources Report will be incorporated  
17 in this section. Mitigation for potential impacts related to archaeological and historical resources  
18 will be included, if applicable.
- 19 • **Energy:** Short-term construction and long-term operational impacts regard energy resources and  
20 consumption will be analyzed and are anticipated to be less than significant.
- 21 • **Geology and Soils:** The Initial Study will examine potential impacts related to grading and  
22 excavation, based available design-level information. An analysis of paleontological resources will  
23 be provided, based on the existing 2014 paleontological resources assessment prepared by  
24 Applied Earthworks.
- 25 • **Greenhouse Gases:** The greenhouse gas (GHG) analysis will be structured to respond to the GHG  
26 criteria specified in the CEQA Guideline Amendments (Appendix G Checklist). The analysis will  
27 include an emissions inventory (i.e., nitrous oxide, methane, and carbon dioxide) from both direct  
28 and indirect sources using the CalEEMod model.
- 29 • **Hazards and Hazardous Materials:** This section will focus on the potential for hazardous materials

1 impacts during the short-term construction process, since the potential for long-term operational  
2 impacts is considered negligible. Available COUNTY reference documentation will also be  
3 incorporated into this section. The results of the Phase I ESA described as part of Task 3, above,  
4 will be incorporated into this section.

- 5 • **Hydrology and Water Quality:** Both short-term and long-term impacts related to hydrology and  
6 water quality will be analyzed within the Initial Study. Information within this section will be based  
7 primarily upon available design information and COUNTY reference documentation. No site-  
8 specific technical studies are proposed as part of this task.
- 9 • **Land Use and Relevant Planning:** The land use analysis will review consistency with the COUNTY  
10 General Plan and Zoning Code.
- 11 • **Mineral Resources:** Although the project is not anticipated to result in impacts to mineral resource  
12 sites, the Initial Study will review available geologic documentation and provide analysis in this  
13 regard.
- 14 • **Noise:** The analysis will focus on short-term construction noise impacts and overall changes in  
15 ambient noise levels. Project noise impacts resulting from both construction and operations that  
16 may affect sensitive receptors in close proximity to the project area will be addressed. Impacts to  
17 sensitive receptors in the vicinity will be analyzed. This section will incorporate the results of the  
18 noise analysis described above as part of Task 3.
- 19 • **Population/Housing:** The analysis will address the potential for growth inducement impacts as a  
20 result of project improvements.
- 21 • **Public Services:** Potential impacts to public services, such as potential increased demand for  
22 public facilities, fire services, and police protection will be considered in the Initial Study.
- 23 • **Recreation:** Potential impacts related to recreational facilities will be examined within the Initial  
24 Study.
- 25 • **Transportation:** The analysis will address potential construction and operational traffic impacts as a  
26 result of proposed improvements based upon the traffic analysis to be prepared for the project.  
27 Short-term impacts related to circulation and access during the construction process will also be  
28 analyzed.
- 29 • **Tribal Cultural Resources:** CONSULTANT will initiate Native American consultation in accordance

1 with AB 52 and contact the NAHC. As noted above in Task 3, since AB52 requires government-  
2 to-government consultation, it is assumed that the COUNTY will lead the consultation effort. This  
3 section will incorporate the findings of the cultural analysis and summarize the conclusions of the  
4 Native American consultation.

- 5 • Utilities: The project's impacts to utilities will be analyzed in regard to the proposed roadway  
6 improvements.
- 7 • Wildfire: CONSULTANT will coordinate with COUNTY, and regional fire agencies and review the  
8 project location in relation to wildfire hazard severity zones or other wildfire hazards and identify  
9 any necessary mitigation.
- 10 • Mandatory Findings of Significance: This section will focus on cumulative effects and  
11 considerations.

#### 12 **1.4.5 PROCESS DOCUMENTATION**

13 All required documentation and environmental notices will be attached or appended to the Initial Study in  
14 accordance with the CEQA Guidelines.

#### 15 **1.4.6 REFERENCES**

16 This section will document all pertinent materials, studies, or persons consulted as part of preparation of  
17 the Initial Study. This section will also provide a listing of all COUNTY and CONSULTANT staff involved in  
18 preparation of the environmental documentation.

### 19 **TASK 5.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

20 This scope of work assumes that CONSULTANT will respond to up to two rounds of comments from  
21 COUNTY on the Screencheck Draft Initial Study, and two rounds of associated revisions. Upon  
22 incorporation of COUNTY comments and with a conclusion in the Initial Study that no significant  
23 environmental effects will occur as a result of implementation of the project, a Mitigated Negative  
24 Declaration will be prepared. Following this determination, CONSULTANT will prepare the Notice of Intent  
25 (NOI) to Adopt and the Mitigated Negative Declaration for COUNTY review. The NOI and Mitigated  
26 Negative Declaration will be attached to the Initial Study to fully explain the proposed project and its  
27 affects. CONSULTANT will provide the submittal to the State Clearinghouse and additional distribution to  
28 agencies and interested parties as directed by the COUNTY. CONSULTANT will also file the NOI with the  
29 County Clerk's Office. CONSULTANT will be responsible for radius mailing and newspaper notice (both

1 English and Spanish) required for the project.

2 CONSULTANT will coordinate and conduct a virtual or in person (as directed by the COUNTY) public  
3 information meeting, including preparing necessary exhibits, sign-in materials, comment cards. This task  
4 includes establishment of a virtual platform to conduct the meeting.

5 **Deliverable:**

- 6 • NOI/Mitigated Negative Declaration
- 7 • Virtual or in Person (as directed by COUNTY) Public Information Meeting Material (exhibits, sign-in  
8 material, comment cards)

9 **TASK 6.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

10 CONSULTANT will respond to all comments received on the Public Review Draft Initial Study during the  
11 public review period. CONSULTANT will prepare thorough, reasoned, and sensitive responses to relevant  
12 environmental issues. The draft responses will be prepared for review by COUNTY Staff.

13  
14 To comply with the Public Resources Code Section 21081.6 (AB 32180), the Final Initial Study/Mitigated  
15 Negative Declaration will also include a Mitigation Monitoring and Reporting Program (MMRP). The  
16 MMRP will be defined through working with COUNTY staff to identify appropriate monitoring  
17 steps/procedures and in order to provide a basis for monitoring such measures during and upon project  
18 implementation. The MMRP will be split into separate sets for each roundabout location. The MMRP  
19 indicates the mitigation measure number as outlined in the Initial Study, a list of Mitigation  
20 Measure/Conditions of Approval (in chronological order under the appropriate topic), the Monitoring  
21 Milestone (at what agency/department responsible for verifying implementation of the measure), Method  
22 of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying  
23 individual date of verification, and pertinent remarks.

24 CONSULTANT will prepare a draft final document for COUNTY review and approval. The Final document  
25 will consist of the revised Draft text, as necessary to address the comments received on the Draft  
26 document. The Final document will include a purpose subsection, reference the review process,  
27 comments received, responses and any required edits/updates to the Public Review document. Also  
28 included in the final document is the MMRP as described above. This scope of work assumes that  
29 CONSULTANT will respond to up to two rounds of comments from COUNTY on the Final Initial



1 Study/Mitigated Negative Declaration, and two rounds of associated revisions.

2 CONSULTANT will also prepare and file the Notice of Determination at the Riverside County Clerk's  
3 Office and submit to the State Clearinghouse. This scope of work includes payment of required fees for  
4 the California Department of Fish and Wildlife (CDFW).

5 **Deliverable:**

- 6 • Final Initial Study/Mitigated Negative Declaration Report
- 7 • Notice of Determination

8 **ARTICLE BI • PHASE 2 PLANS, SPECIFICATIONS AND ESTIMATES**

9 **TASK 7.0 PROJECT MANAGEMENT**

10 **2.1.1 PROJECT ADMINISTRATION, CONTROL AND SCHEDULING**

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

15 The CONSULTANT's PROJECT MANAGER will maintain ongoing liaison with the COUNTY PROJECT  
16 MANAGER, agency contacts and utility companies to promote effective coordination during project  
17 development.

18 **2.1.2 PROJECT MEETINGS**

19 CONSULTANT will attend and coordinate project meetings.

20 Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER and other  
21 representatives from affected agencies will be held at least once a month. CONSULTANT will prepare  
22 and electronically distribute agendas at least two (2) working days prior to each meeting. COUNTY will  
23 lead these meetings with support from CONSULTANT. CONSULTANT will prepare draft meeting minutes  
24 one (1) week following the PDT meeting, and final meeting minutes will be electronically distributing to the  
25 appropriate parties within ten (10) working days after the meetings. CONSULTANT will provide  
26 hardcopies of meeting agendas, which include deliverables log, action items log, and Sixty (60)-day look  
27 ahead schedule and the prior meeting's minutes, at each PDT meeting. A total of twelve (12) PDT  
28 meetings will be attended by at least two (2) CONSULTANT's team staff.

29 CONSULTANT will develop an Action Item Log and Project Schedule. These items will be maintained on

1 a monthly basis and distributed electronically or at meetings as necessary.

2 Individual focused meetings will be held with various agencies and stakeholders involved in the project.

3 CONSULTANT will prepare and electronically distribute agendas at least two working days prior to each

4 stakeholder and other coordination meeting. CONSULTANT will schedule these meetings as required

5 and prepare meeting minutes and electronically distribute them within ten (10) working days after each

6 meeting in which it attends.

7 Individual focused meetings will be held with various agencies and stakeholders involved in the project.

8 Meeting minutes will be prepared for all meetings.

9 CONSULTANT will be responsible for management and supervision of the CONSULTANT Team as well

10 as consultation with COUNTY STAFF. CONSULTANT will coordinate with state and local agencies

11 regarding the Final Design Plans.

12 **Deliverables:**

- 13 • Action Item Log
- 14 • Project Schedule

15 **Meetings for Phase II:**

- 16 • Twelve (12) Monthly PDT Meetings and Meeting Agendas/Minutes
- 17 • Two (2) Stakeholder/Focused Coordination Meetings and Meeting Agendas/Minutes
  - 18 ○ Riverside County Department of Fire/Stakeholders
  - 19 ○ Public Outreach for Activities During Construction
- 20 • Other meetings as detailed in this scope of work

21 **ARTICLE BII • PHASE II FIELD RESEARCH AND REPORTING**

22 **TASK 8.0 MAPPING AND REPORTS**

23 **2.2.1 FIELD SURVEY**

24 COUNTY to provide any additional survey points needed for join locations to existing facilities, potential  
25 driveway impact locations. CONSULTANT will use the available aerial survey data for design, any  
26 additional requests will be provided by COUNTY.

27 **2.2.2 FINAL DRAINAGE STUDY**

28 CONSULTANT will conduct an analysis to determine the impacts this project has on the natural drainage  
29 patterns. This analysis will incorporate the use of available information from the COUNTY.

CONSULTANT will prepare a drainage report utilizing data from prior hydrology/drainage investigations in the area. CONSULTANT will analyze the proposed drainage sub-basins and summarize changes in drainage patterns that will occur from the proposed roadway 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. A hydrology analysis will be performed for the on-site proposed roadway improvements. Offsite hydrology or flow rates will be obtained from the COUNTY. Hydromodification mitigation is assumed to be address on a regional basis and is not included in this effort.

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

**2.2.3 FINAL GEOTECHNICAL DESIGN REPORT**

CONSULTANT will produce final Geotechnical Design Report (GDR) report will be based on site-specific field and laboratory testing in accordance with most current COUNTY guidelines and requirements. The field program will explore geotechnical subsurface conditions at the proposed location. The geotechnical borings (minimum 4) will be visually logged. Representative relatively undisturbed and bulk soil samples will be collected at selected depth intervals in the borings. The borings will be backfilled with soil cuttings from borings and topped with cold patch asphalt or rapid set concrete (where pavement is penetrated) to match existing surfaces. Geotechnical testing of sampled soil materials will be conducted for soil classification and to evaluate engineering properties. The report will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will include field and laboratory test data, in addition to the following:

- Subsurface Conditions: Review and summary of the surface and subsurface geologic conditions and materials, groundwater conditions, and the engineering properties of the soils encountered during this investigation.
- Earthwork and Grading: Earthwork criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations. Recommendations for import soil engineering and compaction criteria will also be provided.
- Pavement Design: Collect samples of subgrade soils to provide pavement design in accordance with applicable COUNTY standards.
- Percolation Testing: CONSULTANT will perform two (2) percolation tests within a depth of 2 to 5 feet BGS unless specified by the civil engineer prior to field testing (depth not to exceed 5 feet). The tests will be performed per falling head method in general accordance with testing procedures per Riverside County Flood Control Design Handbook for Low Impact Development BMP's

**Deliverables:**

- Final GDR
- Pavement Design
- Two (2) percolation tests and corrosivity testing

**ARTICLE BIII • PHASE II IMPACTS**

**TASK 9.0 UTILITIES AND RIGHT OF WAY ENGINEERING**

**2.3.1 RIGHT OF WAY COORDINATION**

CONSULTANT will coordinate with the COUNTY who will provide title reports, preparing deeds, legal descriptions and exhibits, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds and Plans for the project. CONSULTANT will provide information to COUNTY Right of Way Consultant relative to the right of way needs and impacts for the project. CONSULTANT will attend three (3) meetings with COUNTY to coordinate project information and needs. ENGINEER will handle the two roundabouts separately when processing documents.

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

**Assumptions**

1 • COUNTY will provide title reports, prepare all deeds, legal descriptions and exhibits, Resolutions of  
2 Necessity, Director's Deeds and Plats, Utility Deeds and Plans.

3 **2.3.2 RIGHT OF WAY REQUIREMENT MAPS**

4 CONSULTANT will determine right of way needs and prepare final right of way requirements maps based  
5 on the preliminary right of way requirement maps for the project. Right of way requirements may include  
6 the need for new right of way, permanent easements, slope easements, drainage easements and  
7 temporary construction easements. CONSULTANT will prepare a property exhibit (8.5" x 11") for each  
8 property that requires a Temporary Construction Easement. The exhibits will include base aerial imagery,  
9 property lines, TCE boundary, and linework and callouts for proposed work to be identified by numbered  
10 notes and listed in plain-language descriptions.

11 **Deliverables (for each roundabout):**

- 12 • Right of Way Requirements Map
- 13 • Property Exhibits for each property that requires a TCE

14 **2.3.3 UTILITY CONFLICT MAPS**

15 CONSULTANT will handle the two roundabouts separately when issuing utility notification letters and  
16 preparing utility matrices. CONSULTANT will develop a matrix of utility companies and windows provided  
17 for relocations, to be provided within the project specifications.

18 CONSULTANT will develop conflict maps and utility conflict matrix identifying all conflicts with the project  
19 based upon utility verification and positive location (potholing) for the project. The utility conflict matrix will  
20 be provided to COUNTY and utility owners for relocation/modification planning. CONSULTANT will  
21 develop preliminary cost estimate of relocation of affected utilities. It is assumed utility relocation final  
22 design plans will be prepared by the responsible utility owners and not by CONSULTANT.

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

1 plans.

2 It will be necessary to pothole existing utilities at critical locations, CONSULTANT shall advertise, open  
3 bids, and contact directly with potholing companies for the work. CONSULTANT shall coordinate the use  
4 of COUNTY field survey crews to locate potholed utilities by coordinates and elevations based on the  
5 project's survey controls.

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

10 CONSULTANT will prepare Claim to Owner letters and distribute prepared conflict maps to affected  
11 utilities. Along with coordination from CONSULTANT, COUNTY will be responsible for all negotiations  
12 with the utility companies for cost responsibility and processing the URA's for approval. URA's will also  
13 be prepared by CONSULTANT for non-prior rights utility relocations. CONSULTANT will provide  
14 coordination, recommendations and support as required.

15 The utility owners must bear the burden of establishing their prior rights. CONSULTANT shall coordinate  
16 with COUNTY survey and utility owners with respect to prior rights claims and determinations and provide  
17 any necessary engineering support. The liability will be based on their property right whether it be fee  
18 ownership, easement, joint use, lease, franchise, etc. If the owner cannot prove their prior right,  
19 CONSULTANT will assume they are liable for any required relocation/modification. The liability  
20 determination investigation and documentation of easement and right of way requirements associated  
21 with the utilities will be provided by the COUNTY.

22 CONSULTANT shall monitor responses of utility notices received and make recommendations for  
23 mitigating conflicts. CONSULTANT shall provide written responses to utility companies with regard to  
24 stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved  
25 issues shall be brought to the attention of the COUNTY PROJECT MANAGER as early as practical.

26 Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

- 27 • CONSULTANT, through COUNTY staff, shall request and obtain a written acknowledgement of any  
28 conflicts from the respective utility owners.
- 29 • Reasonable efforts shall be taken to accommodate utility company requests for minor design

changes to accommodate their facilities. CONSULTANT understands that the utility companies are generally operating within the COUNTY right-of-way but may have prior rights to that of the COUNTY or may have rights prescribed by Master Utility Agreements.

**Deliverables (for each roundabout):**

- Claim Letter to Owner
- Requests for utility as-built plans and inventory maps
- Notices to owner and agreements to pothole including submissions to COUNTY for encroachment permits
- Inclusion of utility information, including sub-surface engineering data, on improvement plans.
- Utility Conflict Maps
- Utility Conflict Matrix
- Preliminary Utility Relocation Cost Estimate
- Matrix of utility companies and windows provided for relocations, to be provided within the project specifications.

**2.3.4 UTILITY LOCATION VERIFICATION**

CONSULTANT will request for estimates, collection of bids from at least 3 potholing contractors. CONSULTANT will be responsible for contact preparation, insurance verification and invoice processing. CONSULTANT will perform up to twenty (20) *potholes* for existing utilities and prepare and distribute utility base maps to affected utilities.

**Deliverables:**

- Utility Pothole Location Maps
- Twenty (20) Utility Potholes

**2.3.5 UTILITY RELOCATION PLAN**

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

**Deliverables:**

- Redlines and Comment Matrix of Utility Owner Relocation Plans

**2.3.6 UTILITY RELOCATION PACKAGE**

CONSULTANT will prepare Notice to Owner to affected utility owners based upon conflict maps and utility

1 conflict matrix for and will attach conflict maps, approved utility relocation design prepared by utility  
2 owner, and approved URA, JUA, or CCUA for each affected utility owner prepared by CONSULTANT.  
3 CONSULTANT will prepare the Utility Certification which will include a list and description of the high-risk  
4 facilities, low risk facilities, and other utility facilities.

5 **Deliverables (for each roundabout):**

- 6 • Notice to Owner to Utility Owners
- 7 • Request for property rights information
- 8 • Design coordination meetings and communications
- 9 • Notices to owner to initiate design
- 10 • No-conflict letters
- 11 • Utility agreement (where necessary)
- 12 • Utility Certification

13 **2.3.7 UTILITY RELOCATION COORDINATION**

14 CONSULTANT will coordinate and work closely with the COUNTY and utility companies to determine the  
15 need to relocate impacted facilities. CONSULTANT will coordinate and attend up to four (4) project  
16 coordination meetings with utility companies. CONSULTANT is responsible for coordinating electrical  
17 service points of connection with the electrical utility company. Plans for any extension of utility service  
18 facilities up to the designated service point of connection will be prepared by the utility company. Any  
19 necessary interim or permanent utility relocation plans will not be part of the PS&E package developed by  
20 CONSULTANT.

21 CONSULTANT shall coordinate with utility owners and COUNTY with respect to all utility related matters,  
22 including:

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

25 CONSULTANT shall provide copies of all correspondence with utility companies and other utility related  
26 information to the COUNTY as required.

- 27 • CONSULTANT shall prepare Agreements utilizing COUNTY format and language, modified as  
28 necessary for execution by the COUNTY.
- 29 • CONSULTANT shall submit letters, notices to owner, agreements, and other documents to COUNTY



1 for reviews and approvals.

- 2 • CONSULTANT shall comply fully with COUNTY utility coordination procedures. CONSULTANT shall
- 3 be knowledgeable in the required procedures and shall coordinate with COUNTY as required.
- 4 • CONSULTANT shall coordinate inclusion of special provisions in COUNTY's bid documents for
- 5 adjustments and relocations of utility facilities as alternate bid items, if requested by the owning
- 6 utility. Said work may require that cooperative agreements be prepared between the COUNTY and
- 7 the owning utility companies. CONSULTANT shall prepare agreements and shall provide
- 8 information and exhibits as required to support the preparation of cooperative agreements, if needed.

9 For both water and electric service, CONSULTANT shall prepare a spreadsheet of the tasks required to  
10 obtain service, in accordance with the sample provided by, or as approved by, the Transportation  
11 Department, which shall be utilized as an ongoing list of action items and a dynamic record of actions  
12 completed, throughout the development of the project. The spreadsheet shall be supplemented with a  
13 map exhibit of the project footprint with the locations of all services plotted and referenced to the  
14 spreadsheet. CONSULTANT shall arrange for a second qualified person to periodically review work of  
15 the consultant staff that is assigned this responsibility, and that person shall independently verify the  
16 accuracy of the information on a regular basis.

## 17 **ARTICLE BIV • PHASE II DESIGN**

### 18 **TASK 10.0 MITIGATE ENVIRONMENTAL IMPACTS**

19 Since the roundabouts will be constructed as separate projects at separate times, all scope of work under Task  
20 10.0 will be handled separately for each roundabout (e.g. separate applications, separate permits, separate  
21 mitigation negotiations). Since construction of the roundabouts will be at separate times, CONSULTANT will  
22 prepare two separate applications but only one roundabout location application will be submitted for permits under  
23 this contract. An additional work request will be submitted for approval to the COUNTY for the second roundabout  
24 location permit once it is ready for construction as directed by the COUNTY.

#### 25 **2.4.1 ENVIRONMENTAL MITIGATION/PERMITTING**

26 At each of the primary Plans, Specifications, and Estimates (PS&E) phase submittals ( 60%, 95% and  
27 100%), the respective design submittals will be reviewed to ensure that mitigation measures derived from  
28 the Environmental Document are incorporated, as necessary, into those milestone design submittals for  
29 the project.

**Deliverables:**

- Record of Design Mitigation Compliance

**2.4.2 REGULATORY PERMITS**

**2.4.2.1 Pre-Application Meeting**

CONSULTANT shall coordinate a meeting with the Corps, Regional Board, and CDFW early in the planning process to review the results of the jurisdictional delineation and discuss potential permitting and mitigation strategies. In addition, under the new Clean Water Act Section 401 Certification Rule a request for a pre-application meeting is required with the appropriate Regional Board a minimum of 30 days prior to submitting an application for a Section 401 Water Quality Certification. It is crucial to obtain agency concurrence and/or feedback from the regulatory agencies prior to the application process.

**2.4.2.2 U.S. Army Corps of Engineers 404 Pre-Construction Notification**

CONSULTANT will prepare a Pre-Construction Notification Package (permit application) for a Corps permit to satisfy the requirements of Section 404 of the Clean Water Act. Based on a review of preliminary design plans and knowledge of the area, it is assumed under this task that authorization to proceed from the Corps can be achieved via a Nationwide Permit (NWP) or Letter of Permission (LOP) given what is anticipated to be minor impacts. This task assumes one (1) round of response to comments on the draft Section 404 Pre-Construction Notification package. Regional Condition 6 of the Corps Los Angeles District Final Regional Conditions for the 2017 Nationwide Permits (NWPs) limits the loss of waters of the U.S. within the Murrieta Creek and Temecula Creek watersheds to 0.25-acre. The submittal package will include the following items:

- **Application Cover Letter:** The letter will be on CONSULTANT letterhead and introduce the project and define the submittal document.
- **Pre-Construction Notification Form:** The most recent Corps standard form will be utilized. An attachment may be provided so that the complete project description and necessary detail is included. A detailed project description for improvements within jurisdictional areas will also be provided.
- **Copy of the Regional Board Application Package:** A copy of the Section 401 Water Quality Certification Application will be included in the Corps' package.
- **Project Figures:** Figures will illustrate key project features and help clarify written text. Anticipated

1 figures include: Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs,  
2 Jurisdictional Map, and Project Site Plans.

- 3 • Environmental Documentation: The environmental documentation section of the application  
4 package will include the Delineation of Jurisdictional Waters, Biological Resources Report, and  
5 California Environmental Quality Act (CEQA) documentation, as available.

6 **Deliverables:**

- 7 • US Army Corps of Engineers Section 404 Permit

8 **2.4.2.3 Regional Board 401 Water Quality Certification**

9 CONSULTANT will prepare an application package to the Regional Board for coverage under the existing  
10 statewide Water Quality Certification requirements of Section 401 of the Clean Water Act. The application  
11 package is required to ensure State water quality standards have been met. This task assumes one (1)  
12 round of response to comments on the draft Section 401 Water Quality Certification Application package.

13 The submittal package will include:

- 14 • Application Cover Letter: The letter will be on CONSULTANT letterhead and introduce the project  
15 and define the submittal document.
- 16 • Section 401 Water Quality Certification Application Form: The most recent Regional Board  
17 application form will be utilized. An attachment may be provided so that the complete project  
18 description and necessary detail is included. A detailed project description for improvements  
19 within jurisdictional areas will be included. • Copies of other Applications: Copies of the Corps  
20 Section 404 NWP Pre-Construction Notification and CDFW Section 1602 Lake or Streambed  
21 Alteration Agreement (LSAA) Notification will be provided.
- 22 • Best Management Practices (BMP)/Water Quality Design: The project's BMPs will be described to  
23 verify that no water quality impacts will occur.
- 24 • Project Figures: Figures will illustrate key project features and help clarify written text. Anticipated  
25 figures include: Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs,  
26 Jurisdictional Map, and Project Site Plans.
- 27 • Environmental Documentation: The environmental documentation section will include the  
28 Delineation of Jurisdictional Waters, Biological Resources Report, and CEQA documentation.
- 29 • Certification application fee (provided by CONSULTANT).

1       **Deliverables:**

- 2           • Regional Board Section 401 Permit

3       **2.4.2.4 CDFW 1602 Streambed Alteration Agreement Notification**

4       CONSULTANT will prepare a notification submittal package for a CDFW Section 1602 LSAA pursuant to  
5       the CFGC. This task assumes one (1) round of response to comments on the draft Section 1602 LSAA  
6       Notification package. The submittal package will include:

- 7           • Notification Cover Letter: The letter will be on CONSULTANT letterhead and introduce the project  
8           and define the submittal document.
- 9           • Notification Form FG2023: The most recent CDFW Notification form will be utilized. An  
10          attachment may be provided so that the complete project description and necessary detail is  
11          included. A detailed project description for improvements within jurisdictional areas will also be  
12          provided.
- 13          • Copies of other Applications: Copies of the Corps Section 404 Pre-Construction Notification and  
14          the Regional Board Section 401 Water Quality Certification Application will be included.
- 15          • Project Figures: Figures will illustrate key project features and help clarify written text. Anticipated  
16          figures include: Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs,  
17          Jurisdictional Map, and Project Site Plans.
- 18          • Environmental Documentation: The environmental documentation section of the application  
19          package will include the Jurisdictional Delineation Report, Biological Resources Report, and  
20          CEQA documentation, as available.
- 21          • Notification Fee (provided by CONSULTANT).

22       **Deliverables:**

- 23           • CDFW Section 1602 Permit

24       **2.4.2.5 Permit Processing**

25       CONSULTANT will provide regulatory services for the processing of the applications through the Corps,  
26       Regional Board, and CDFW. The processing will include required correspondence or telephone calls  
27         
28         
29

1 between the reviewing staff related to the permit applications or points of clarification, if necessary.  
2 Typically, agency comments are responded to via email and telephone; however, this task includes one  
3 (1) round of formal (written and hard copy submittal) response to comments per each application  
4 package. This task also includes the preparation of bi-weekly permit tracking logs for COUNTY  
5 throughout the permit process. Finally, an electronic Permit Summary Report will be submitted to  
6 COUNTY once the agency approvals are obtained. The Permit Summary Report compiles the state and  
7 federal regulatory approvals, as well as the multiple conditions within each approval, for this project into a  
8 single document to help ensure regulatory compliance during construction activities. Copies of this Permit  
9 Summary Report should be maintained on-site during activities in the event the agencies conduct a  
10 site visit. In addition, coordination with local mitigation banks will occur on behalf of the COUNTY to  
11 identify availability of banks to meet compensatory mitigation requirements as outlined by the regulatory  
12 agencies for both roundabout locations. A summary memo of the available credits within each bank will  
13 be provided to the COUNTY for review. This task excludes the preparation of a habitat mitigation and  
14 monitoring program.

15  
16 **TASK 11.0 DRAFT PS&E (60%)**

17 **2.5.1 ROADWAY PLANS**

18 CONSULTANT will prepare 60 percent level plans as two separate sets of plan sets one for La Serena  
19 Way and one for Calle Contento. The size of all construction document plans shall be 22"x34" and follow  
20 County CAD drafting standards for title block and plan presentation.

21 The following plans will be provided:

<u>Sheet Type (# Sheets La Serena Way/Calle Contento)</u>	<u>Plan Sheet Scale</u>
Title Sheet (1/1)	N/A
Typical Cross Sections (2/3)	N/A
Key Map Line Index / Project Controls (2/2)	N/A
Layout & Profile Plans (6/6)	1"=20'
Profile and Superelevation Plans (2/2)	1"=20'H, 1"=10'V
Construction Details (8/10)	Varies

Contour Grading Plans (3/3) 1"=40'

**Deliverables:**

- 60% Roadway Plans

**2.5.2 LANDSCAPE PLANS**

CONSULTANT will prepare 60 percent level plans. The following plans will be provided:

<u>Sheet Type (# Sheets La Serena Way/Calle Contento)</u>	<u>Plan Sheet Scale</u>
---	-------------------------

Landscape Plans (1/1)	1"=50'
-----------------------	--------

Planting Plans (2/5)	Varies
----------------------	--------

Landscape Details (1/1)	Varies
-------------------------	--------

**Deliverables:**

- 60% Landscape Plans

**2.5.3 SIGNING & STRIPING PLANS**

CONSULTANT will prepare 60 percent level Signing and Striping plans to identify locations of painted stripes and markings, pavement markers, and delineators for the project.

The following plans will be provided:

<u>Sheet Type (# Sheets La Serena Way/Calle Contento)</u>	<u>Plan Sheet Scale</u>
---	-------------------------

Signing and Striping Plans (4/4)	1"=20'
----------------------------------	--------

Signing and Striping Details (1/1)	N/A
------------------------------------	-----

**Deliverables:**

- 60% Signing and Striping Plans

**2.5.4 STAGE CONSTRUCTION PLANS**

CONSULTANT will advance the construction staging conceptual approach into the development of PS&E stage construction for the roundabout intersections. The Traffic Handling (TH) sheets will be prepared to depict the elements associated with the construction staging approach, including:

- Identification of proposed facility/lane closures and work zone areas per stage.
- Temporary striping per stage
- Location and limits of k-rail and crash cushions per stage.
- Construction notes indicating the major elements of construction to be completed per stage.
- Traffic handling notes that describe the proposed traffic handling procedures to be completed per stage.

The following plans will be provided:

<u>Sheet Type (# Sheets La Serena Way/Calle Contento)</u>	<u>Plan Sheet Scale</u>
Motorist Information Plan (1/1)	N/A
Stage Construction Index (1/1)	1"=100'
Traffic Handling Plans (5/5)	1"=50'
Traffic Handling Details (2/2)	Varies

**Deliverables:**

- 60% Traffic Handling Plans

**2.5.5 STREET LIGHT LOCATION PLANS**

CONSULTANT will prepare 60 percent level Street Light Location Plans for the project for lighting.

The following plans will be provided:

<u>Sheet Type (# Sheets La Serena Way/Calle Contento)</u>	<u>Plan Sheet Scale</u>
Street Light Location Plans (1/1)	1"=50'

**Deliverables:**

- 60% Street Light Location Plans

**2.5.6 UTILITY PLANS**

Utilities will be part of the roadway layout sheets.

**2.5.7 DRAINAGE PLANS**

CONSULTANT will prepare 60% level drainage plans, profiles, and quantities based on the drainage report for the project. The drainage plans will be prepared in accordance with COUNTY criteria. CONSULTANT shall also prepare temporary drainage plans, as may be needed based on the stage construction sequencing, to maintain temporary drainage conveyance from the traveled way.

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 COUNTY to incorporate into the project design and construction.

Treatment BMP facilities will be incorporated within the Drainage plans. Temporary Water Pollution Control Plans are excluded from this scope of work. Preparation of the Storm Water Pollution Prevention Plan (SWPPP) is deferred to the construction phase, and it is assumed that the contractor's Qualified SWPPP Developer (QSD) will prepare the SWPPP and the Temporary Water Pollution Control Plans will be depicted on the SWPPP Maps developed by the QSD. Hydromodification mitigation is assumed to be addressed at a regional level and is excluded from this scope of work.

The following plans will be provided:

<u>Sheet Type (# Sheets La Serena Way/Calle Contento)</u>	<u>Plan Sheet Scale</u>
Drainage Plan (3/3)	1"=40'
Drainage Profile (2/3)	1"-20'H, 1"=10'V
Drainage Details (3/4)	Varies

**Deliverables:**

- 60% Drainage Plans

**2.5.8 FIELD REVIEW**

CONSULTANT will perform a field walk of the full length of the project to verify that the design addresses existing features and tie-in points prior to submittal of the 60% Plans.

**2.5.9 ESTIMATES**

CONSULTANT will prepare 60% level quantity calculations and final construction cost estimates for La Serena Way and Calle Contento utilizing recent construction bid data. Cost estimates will be prepared at each submittal stage and submitted in COUNTY format only.

**Deliverables:**

- 60% Roadway Quantities and Estimates
- 60% Landscape Quantities and Estimates
- 60% Signing and Striping Quantities and Estimates
- 60% Stage Construction Quantities and Estimates
- 60% Street Light Location Quantities and Estimates



- 60% Utility Quantities and Estimates
- 60% Drainage Quantities and Estimates

**2.5.10 INDEPENDENT REVIEW**

ENGINEER will conduct an independent review of the 60% plans prior to submittal to the COUNTY.

**TASK 12.0 UPDATE PS&E (95%)**

**2.6.1 UPDATE PLANS TO 95%**

CONSULTANT will update Plans based on comments received during reviews provided by COUNTY.

**Deliverables:**

- 95% Roadway Plans
- 95% Landscape Plans
- 95% Signing and Striping Plans
- 95% Stage Construction Plans
- 95% Street Light Location Plans
- 95% Utility Plans
- 95% Drainage Plans

**2.6.2 UPDATE SPECIFICATIONS**

CONSULTANT will provide a list of quantities to the COUNTY'S specifications writer for a first draft of the specifications. CONSULTANT will prepare any non-standard specifications required for the project.

**Deliverables:**

- Non-Standard Specifications

**2.6.3 UPDATE ESTIMATES**

CONSULTANT will update Estimates based on comments received from comments and reviews provided by COUNTY.

**Deliverables:**

- 95% Estimates

**2.6.4 FIELD REVIEW**

CONSULTANT will perform a field walk of the full length of the project to verify that the design addresses existing features and tie-in points prior to submittal of the 95% Plans.

1     **2.6.5 INDEPENDENT REVIEW**

2             ENGINEER will conduct an independent review of the 95% plans prior to submittal to the COUNTY.

3     **TASK 13.0 UPDATE PS&E (100%)**

4         **2.7.1 UPDATE PLANS**

5             CONSULTANT will update Plans based on comments received from comments and reviews provided by  
6             COUNTY.

7             **Deliverables:**

- 8             • 100% Roadway Plans
- 9             • 100% Landscape Plans
- 10            • 100% Signing and Striping Plans
- 11            • 100% Stage Construction Plans
- 12            • 100% Street Light Location Plans
- 13            • 100% Utility Plans
- 14            • 100% Drainage Plans

15         **2.7.2 UPDATE SPECIFICATIONS**

16             CONSULTANT will update Non-Standard Specifications based on comments and reviews provided by  
17             COUNTY.

18             **Deliverables:**

- 19            • 100% Specifications

20         **2.7.3 UPDATE ESTIMATES**

21             CONSULTANT will update Estimates based on comments received from comments and reviews provided  
22             by COUNTY.

23             **Deliverables:**

- 24            • 100% Estimates

25         **2.7.4 SURVEY FILE**

26             CONSULTANT will provide MicroStation CAD files to the COUNTY.

27                             **ARTICLE C • PHASE III BID AND CONSTRUCTION SUPPORT**

28     **TASK 14.0 BID AND CONSTRUCTION SUPPORT**

1 The bid and construction support tasks are only for one roundabout location. The COUNTY will determine  
2 which roundabout location will be constructed. CONSULTANT will provide bid and construction support  
3 services for one location.

4 **3.1.1 BID SUPPORT**

5 CONSULTANT to assist the COUNTY in preparing the bid package documents and support while the  
6 project is out to bid. Including answering request for Information (RFI's) and preparing the wording for  
7 addendums as needed.

8 **3.2.1 UTILITY COORDINATION**

9 CONSULTANT to assist the COUNTY to coordinate utility conflicts during construction with the  
10 contractor.

11 **3.2.2 DESIGN COORDINATION**

12 CONSULTANT to assist the COUNTY to coordinate potential design changes during construction.  
13 CONSULTANT will assist the COUNTY with Request for Information (RFI) from the Contractor. Notice of  
14 Design Changes (NDC) will need to be approved by the COUNTY prior to the CONSULTANT making  
15 changes to the plans.

16 **3.2.3 AS-BUILT PLANS**

17 CONSULTANT to prepare As-Built plans once construction is completed. As-Built to be provided on  
18 22"x34" Mylars.

**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 three (3) phases:

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

**B. SCHEDULE OF SERVICES**

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

<b>Consultant and County Tasks</b>	<b>Start</b>	<b>Finish</b>
County Board Approval of Agreement	Tues 05/02/22	Tues 05/02/22
Preliminary Engineering	Fri 05/06/22	Fri 10/07/22
Preliminary Survey	Mon 07/18/22	Fri 09/16/22
Environmental Document	Mon 07/25/22	Fri 04/07/23
Final Engineering	Mon 09/26/22	Wed 09/13/23
Right-of-Way Engineering /Appraisals	Mon 11/14/22	Mon 02/06/23
Right-of-Way Acquisition / Possession	Mon 04/10/23	Mon 03/11/24
Environmental Permits	Mon 04/10/23	Fri 09/01/23
Right-of-Way Certification	Mon 03/11/24	Mon 04/08/24
Utility Relocations	Mon 04/08/24	Mon 04/21/25
County Board Advertise and Award	Tues 07/16/24	Tues 10/08/24
Pre-Construction Submittals	Wed 10/09/24	Fri 11/15/24
Construction	Mon 11/18/24	Thur 09/11/25
Notice of Completion	Mon 09/15/25	Tues 03/17/26
As-Built Plans	Wed 03/18/26	Fri 06/12/26
Expiration Date of Consultant Contract	Fri 06/30/28	Fri 06/30/28
NOTE: Includes completion of PS&E for both roundabouts, and completion of construction for one roundabout.		

1 **C. SUBMITTALS**

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

5 **D. TIME EXTENSIONS**

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

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

14 **E. FINAL ACCEPTANCE**

15 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give  
16 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder  
17 unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after  
18 the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment  
19 regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within  
20 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS  
21 AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion,  
22 it has satisfactorily completed all covenants as stipulated in this contract.

**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

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

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, FIXED FEE, OTHER DIRECT COSTS and OUTSIDE SERVICES.

**A. DIRECT LABOR COSTS**

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

**1. Direct Salary Costs**

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

**2. Multiplier**

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

PAYROLL ADDITIVES..... 42.77 %

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

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

OVERHEAD COSTS..... 105.16 %

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 ..... 147.93 %

(sum of Payroll Additives and Overhead Costs)

**B. FIXED FEE**

1. The Total Fixed Fee payable to the CONSULTANT is \$92,735.81 (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 COSTS**

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:

<b>Item</b>	<b>Rate</b>	<b>Unit</b>	<b>Budget</b>
Travel/Mileage (3750 miles)	\$0.56	Mile	\$ 2,100
Reprographics		Actual Cost	\$ 2,000
Postage and Mailing		Actual Cost	\$ 1,500
Visual Simulation (Digital Preview)		Actual Cost	\$ 14,000
CEQA Newspaper Notices (English and Spanish)		Actual Cost	\$ 2,400
CDFW NOD Filing Fee		Actual Cost	\$ 2,530
RWQCB/CDFW Regulatory Permit Application Fees		Actual Cost	\$ 30,000
Cultural Records Search		Actual Cost	\$ 1,500

**D. OUTSIDE SERVICES**

*Calle Contento Roundabout and La Serena Way Roundabout Projects*

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**

Sr. Project Manager	\$100.00	hour
Sr. Environmental Manager	\$95.40	hour
Technical Manager	\$93.63	hour
Senior Engineer	\$73.00	hour
Sr. Environmental Planner	\$71.58	hour
Landscape Architect	\$63.19	hour
Project Manager/Engineer	\$62.00	hour
Design Engineer	\$52.00	hour
Project Planner	\$48.00	hour
Environmental Analyst	\$42.92	hour
Design Technician	\$45.00	hour
Asst. Engineer/Planner	\$36.00	hour
Project Controls	\$30.00	hour
Administrator	\$26.06	hour

The above rates are for CONSULTANT only. All rates for subconsultants to CONSULTANT will be in



1 accordance with the subconsultants approved cost proposal.

2 **C. MINIMUM RATES**

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

7 The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are  
8 available from the U.S. Department of Labor, Employment Standards Administration, Wage and Hour  
9 Division. If there is a difference between the minimum wage rates determined by the Secretary of Labor and  
10 the general prevailing wage rates determined by the Director of the California Department of Industrial  
11 Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the  
12 higher wage rate. The Department will not accept lower State wage rates determinations. This includes  
13 "helper" (or other classifications based on hours of experience) or any other classification not appearing in the  
14 Federal wage determinations. Where Federal wage determinations do not contain the State wage rate  
15 determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and  
16 subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the  
17 duties of the employees in question.

18 **ARTICLE CIV • INVOICING**

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

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

29 I hereby certify that the hours and salary rates charged in this invoice are the actual hours and

1 rates worked and paid to the employees listed.

2 **ARTICLE CV • PAYMENT**

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

5 **ARTICLE CVI • COST PROPOSAL**

6 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will  
7 serve as a guideline and reference document during the execution of this contract. The total amount of the  
8 contract is not to exceed \$1,293,304.44. Reimbursement is to be made at actual cost plus fixed fee, however,  
9 billing shall not exceed the rates provided in Article CIII Direct Salary Rates, Section B above. In the event a  
10 contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that  
11 may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of  
12 the COUNTY's Contract Administrator, and with prior written authorization by the COUNTY's Contract  
13 Administrator in the form of an Administrative Budget Modification as required by the COUNTY's Consulting  
14 Services Manual. Contingency budgets are not allowed for services that are paid in whole or in part with federal-  
15 aid funding.

**La Serena Way and Calle Contento Roundabouts Project Fee Proposal Summary**  
**PROJECT No. D2-0062 and C9-0017**

March 15, 2022

	PHASE I	PHASE II	PHASE III		TOTAL
<b>MICHAEL BAKER INTERNATIONAL</b> Prime	\$ 383,242.77	\$ 667,414.52	\$ 25,466.82	\$	<b>1,076,124.11</b>
Epic Land Solutions, Inc. Utilities	\$ 8,348.41	\$ 98,407.91	\$ 4,802.89	\$	<b>111,559.21</b>
Leighton Consultants Geotechnical	\$ 800.00	\$ 18,933.90		\$	<b>19,733.90</b>
Kittelson & Associates, Inc. Roundabout PEER Review	\$ 26,188.41			\$	<b>26,188.41</b>
Fehr & Peers TRAFFIC ANALYSIS	\$ 59,698.80			\$	<b>59,698.80</b>
<b>TOTAL</b>	<b>\$ 478,278.40</b>	<b>\$ 784,756.33</b>	<b>\$ 30,269.71</b>	<b>\$</b>	<b>1,293,304.44</b>

Phase I **Preliminary Engineering & Environmental**

Phase II **Plans, Specs & Estimates**

Phase III **Bid & Construction Support**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>MICHAEL BAKER INTERNATIONAL</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>March 15, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Brandon Reyes/Tim Thiele	Sr. Project Manager	52	@ \$100.00	\$5,200.00
Alan Ashimine	Sr. Environmental Manager	181	@ \$95.40	\$17,267.40
Brad Losey	Technical Manager	39	@ \$93.63	\$3,651.57
Octavio Hernandez/Randy Ratzlaff	Senior Engineer	296	@ \$73.00	\$21,608.00
Kristen Bogue	Sr. Environmental Planner	220	@ \$71.58	\$15,747.60
Cathy Johnson	Landscape Architect	29	@ \$63.19	\$1,832.51
Hector Salcedo/Tony Salas	Project Manager/Engineer	1,128	@ \$62.00	\$69,936.00
Dominic Stone/Patrick Cruz	Design Engineer	891	@ \$52.00	\$46,332.00
Project Planner	Project Planner	280	@ \$48.00	\$13,440.00
Jessica Ditto	Environmental Analyst	804	@ \$42.92	\$34,507.68
	Design Technician	296	@ \$45.00	\$13,320.00
Steven Alvarez/Env planner	Asst. Engineer/Planner	3,328	@ \$36.00	\$119,808.00
	Project Controls		\$30.00	
Raquel Morales	Administrator	19	@ \$26.06	\$495.14

TOTAL HOURS: 7,563      TOTAL AMOUNT: \$363,145.90

**MULTIPLIERS**

ESCALATION @	3.00%	(Rates Vary by Phase)	\$10,894.38
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$393,340.76
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$159,977.03
PROFIT (FIXED FEE)	10.0%		\$92,735.81

TOTAL MULTIPLIERS: \$656,947.96

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reprographics	1	LS @	\$2,000.00	\$2,000.00
Postage and Mailing	1	LS @	\$1,500.00	\$1,500.00
Mileage	3750	Miles @	\$0.56	\$2,100.00
Visual Simulation (Digital Preview)	1	LS @	\$14,000.00	\$14,000.00
CEQA Newspaper Notices (English and Spanish)	2	Ad @	\$1,200.00	\$2,400.00
CDFW NOD Filing Fee	1	Filing Fee @	\$2,530.25	\$2,530.25
RWQCB/CDFW Regulatory Permit Application Fees (TBD)	1	Application Fee @	\$30,000.00	\$30,000.00
Cultural Records Search	1	LS @	\$1,500.00	\$1,500.00

TOTAL ODC'S: \$56,030.25

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Epic Land Solutions, Inc.	\$26,688.33	\$53,420.88	\$31,450.00	\$111,559.21
Leighton Consultants	\$4,603.34	\$8,430.56	\$6,700.00	\$19,733.90
Kittelson & Associates, Inc.	\$7,469.84	\$18,718.57		\$26,188.41
Fehr & Peers	\$19,357.40	\$39,341.40	\$1,000.00	\$59,698.80

TOTAL SUBCONSULTANT SERVICES: \$217,180.32

**GRAND TOTAL \$1,293,304.44**

**FEE PROPOSAL WORKSHEET**

<b>COMPANY:</b> MICHAEL BAKER INTERNATIONAL	<b>SCOPE OF WORK:</b> Environmental	<b>PHASE:</b> Phase I
<b>PROJECT:</b> La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)		<b>DATE:</b> March 15, 2022

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brandon Reyes/Tim Thiele	Sr. Project Manager	16	@	\$100.00	\$1,600.00
Alan Ashimine	Sr. Environmental Manager	148	@	\$95.40	\$14,119.20
Brad Losey	Technical Manager	12	@	\$93.63	\$1,123.56
Octavio Hernandez/Randy Retzlaff	Senior Engineer	10	@	\$73.00	\$730.00
Kristen Bogue	Sr. Environmental Planner	220	@	\$71.58	\$15,747.60
Cathy Johnson	Landscape Architect			\$63.19	
Hector Salcedo/Tony Salas	Project Manager/Engineer	235	@	\$62.00	\$14,570.00
Dominic Stone/Patrick Cruz	Design Engineer	60	@	\$52.00	\$3,120.00
Project Planner	Project Planner	280	@	\$48.00	\$13,440.00
Jessica Ditto	Environmental Analyst	578	@	\$42.92	\$24,807.76
	Design Technician			\$45.00	
Steven Alvarez/Env planner	Asst. Engineer/Planner	761	@	\$36.00	\$27,396.00
	Project Controls			\$30.00	
Raquel Morales	Administrator	8	@	\$26.06	\$208.48

TOTAL HOURS: **2,328** TOTAL AMOUNT: **\$116,862.60**

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$3,505.88
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$126,579.49
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$51,481.60
PROFIT (FIXED FEE)	10.0%		\$29,842.96

TOTAL MULTIPLIERS: **\$211,409.92**

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reprographics	1	LS	@	\$1,500.00	\$1,500.00
Postage and Mailing	1	LS	@	\$1,500.00	\$1,500.00
Mileage	2750	Miles	@	\$0.56	\$1,540.00
Visual Simulation (Digital Preview)	1	LS	@	\$14,000.00	\$14,000.00
CEQA Newspaper Notices (English and Spanish)	2	Ad	@	\$1,200.00	\$2,400.00
CDFW NOD Filing Fee	1	Filing Fee	@	\$2,530.25	\$2,530.25
RWQCB/CDFW Regulatory Permit Application Fees (TBD)	1	Application Fee	@	\$30,000.00	\$30,000.00
Cultural Records Search	1	LS	@	\$1,500.00	\$1,500.00

TOTAL ODC'S: **\$54,970.25**

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Epic Land Solutions, Inc.	\$2,298.20	\$4,600.21	\$1,450.00	\$8,348.41
Leighton Consultants			\$800.00	\$800.00
Kittelson & Associates, Inc.	\$7,469.84	\$18,718.57		\$26,188.41
Fehr & Peers	\$19,357.40	\$39,341.40	\$1,000.00	\$59,698.80

TOTAL SUBCONSULTANT SERVICES: **\$95,035.62**

TOTAL **\$478,278.40**

FEE PROPOSAL WORKSHEET		
COMPANY: <b>MICHAEL BAKER INTERNATIONAL</b>	SCOPE OF WORK: <b>Plans, Specs &amp; Estimates</b>	PHASE: <b>Phase II</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>March 15, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Brandon Reyes/Tim Thiele	Sr. Project Manager	36	@ \$100.00	\$3,600.00	
Alan Ashimine	Sr. Environmental Manager	33	@ \$95.40	\$3,148.20	
Brad Losey	Technical Manager	27	@ \$93.63	\$2,528.01	
Octavio Hernandez/Randy Ratzlaff	Senior Engineer	286	@ \$73.00	\$20,878.00	
Kristen Bogue	Sr. Environmental Planner		\$71.58		
Cathy Johnson	Landscape Architect	29	@ \$63.19	\$1,832.51	
Hector Salcedo/Tony Salas	Project Manager/Engineer	770	@ \$62.00	\$47,740.00	
Dominic Stone/Patrick Cruz	Design Engineer	831	@ \$52.00	\$43,212.00	
Project Planner	Project Planner		\$48.00		
Jessica Ditto	Environmental Analyst	226	@ \$42.92	\$9,699.92	
	Design Technician	296	@ \$45.00	\$13,320.00	
Steven Alvarez/Env planner	Asst. Engineer/Planner	2,527	@ \$36.00	\$90,972.00	
	Project Controls		\$30.00		
Raquel Morales	Administrator	11	@ \$26.06	\$286.66	
		<b>TOTAL HOURS:</b>	<b>5,072</b>	<b>TOTAL AMOUNT:</b>	<b>\$237,217.30</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$7,116.52	
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$256,941.44	
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$104,501.57	
PROFIT (FIXED FEE)	10.0%		\$60,577.68	
			<b>TOTAL MULTIPLIERS:</b>	<b>\$429,137.22</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Reprographics	1	LS	@ \$500.00	\$500.00	
Postage and Mailing		LS	\$1,500.00		
Mileage	1000	Miles	@ \$0.56	\$560.00	
Visual Simulation (Digital Preview)		LS	\$14,000.00		
CEQA Newspaper Notices (English and Spanish)		Ad	\$1,200.00		
CDFW NOD Filing Fee		Filing Fee	\$2,530.25		
RWQCB/CDFW Regulatory Permit Application Fees (TBD)		Application Fee	\$30,000.00		
Cultural Records Search		LS	\$1,500.00		
				<b>TOTAL ODC'S:</b>	<b>\$1,060.00</b>

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Epic Land Solutions, Inc.	\$22,790.05	\$45,617.86	\$30,000.00	\$98,407.91
Leighton Consultants	\$4,603.34	\$8,430.56	\$5,900.00	\$18,933.90
Kittelson & Associates, Inc.				
Fehr & Peers				

**TOTAL SUBCONSULTANT SERVICES: \$117,341.81**

**TOTAL \$784,756.33**

**FEE PROPOSAL WORKSHEET**

<b>COMPANY:</b> MICHAEL BAKER INTERNATIONAL	<b>SCOPE OF WORK:</b> Bid & Construction Support	<b>PHASE:</b> Phase III
<b>PROJECT:</b> La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)		<b>DATE:</b> March 15, 2022

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Brandon Reyes/Tim Thiele	Sr. Project Manager		\$100.00	
Alan Ashimine	Sr. Environmental Manager		\$95.40	
Brad Losey	Technical Manager		\$93.63	
Octavio Hernandez/Randy Ratzlaff	Senior Engineer		\$73.00	
Kristen Bogue	Sr. Environmental Planner		\$71.58	
Cathy Johnson	Landscape Architect		\$63.19	
Hector Salcedo/Tony Sales	Project Manager/Engineer	123	@ \$62.00	\$7,626.00
Dominic Stone/Patrick Cruz	Design Engineer		\$52.00	
Project Planner	Project Planner		\$48.00	
Jessica Ditto	Environmental Analyst		\$42.92	
	Design Technician		\$45.00	
Steven Alvarez/Env planner	Asst. Engineer/Planner	40	@ \$36.00	\$1,440.00
	Project Controls		\$30.00	
Raquel Morales	Administrator		\$26.06	
		<b>TOTAL HOURS:</b>	<b>163</b>	<b>TOTAL AMOUNT:</b>
				<b>\$9,066.00</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$271.98
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$9,819.82
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$3,993.85
PROFIT (FIXED FEE)	10.0%		\$2,315.17
<b>TOTAL MULTIPLIERS:</b>			<b>\$16,400.82</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reprographics		LS	\$2,000.00	
Postage and Mailing		LS	\$1,500.00	
Mileage		Miles	\$0.56	
Visual Simulation (Digital Preview)		LS	\$14,000.00	
CEQA Newspaper Notices (English and Spanish)		Ad	\$1,200.00	
CDFW NOD Filing Fee		Filing Fee	\$2,530.25	
RWQCB/CDFW Regulatory Permit Application Fees (TBD)		Application Fee	\$30,000.00	
Cultural Records Search		LS	\$1,500.00	
<b>TOTAL ODC'S:</b>				

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Epic Land Solutions, Inc.	\$1,600.08	\$3,202.81		\$4,802.89
Leighton Consultants				
Kittelson & Associates, Inc.				
Fehr & Peers				

**TOTAL SUBCONSULTANT SERVICES: \$4,802.89**

**TOTAL \$30,269.71**

MANHOURLY WORKSHEET

COMPANY: MICHAEL BAKER INTERNATIONAL  
 PROJECT: La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)

SCOPE OF WORK: Manhour Summary

PHASE: All Phases  
 DATE: March 15, 2022

TASK	SR. PROJECT MANAGER	SR. ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT MANAGER/ENGINEER	LANDSCAPE ARCHITECT	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR. ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS ADMINISTRATOR	PROJECT PLANNER	HOURS	HOURS
	\$273	\$260	\$255	\$199	\$169	\$172	\$142	\$117	\$195	\$123	\$98	\$82	\$71	\$131	(Top & Bottom)

PHASE TOTALS	52	181	39	296	1,128	29	891	804	220	296	3,328	19	280	7,563	7,563
PHASE I	16	148	12	10	235		60	578	220		761	8	280	2,328	2,328
PHASE II	36	33	27	286	770	29	831	226		296	2,527	11		5,072	5,072
PHASE III					123						40			163	163
PHASE IV															

TASK	HOURS

PHASE TOTALS	HOURS
PHASE I	
PHASE II	
PHASE III	
PHASE IV	



**MANHOURLY WORKSHEET**

**COMPANY:**  
**MICHAEL BAKER INTERNATIONAL**

**SCOPE OF WORK:**  
 Environmental

**PHASE:**  
 Phase I

**PROJECT:**  
 La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)

**DATE:**  
 March 15, 2022

TASK	SR. PROJECT MANAGER	SR. ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT MANAGER/ENGINEER	LANDSCAPE ARCHITECT	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR. ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS ADMINISTRATOR	PROJECT PLANNER	HOURS	COST
------	---------------------	---------------------------	-------------------	-----------------	--------------------------	---------------------	-----------------	-----------------------	---------------------------	-------------------	------------------------	--------------------------------	-----------------	-------	------

<b>Total Manhours</b>	<b>16</b>	<b>148</b>	<b>12</b>	<b>10</b>	<b>235</b>	<b>60</b>	<b>578</b>	<b>220</b>	<b>761</b>	<b>8</b>	<b>280</b>	<b>2328</b>
-----------------------	-----------	------------	-----------	-----------	------------	-----------	------------	------------	------------	----------	------------	-------------

<b>1.0 PROJECT MANAGEMENT</b>															
1.1.1 PROJECT ADMINISTRATION, CONTROL AND SCHEDULING	8				100									20	128 \$ 21,054
1.1.2 PROJECT MEETINGS AND COORDINATION	8	20			40					20				20	108 \$ 18,454
1.1.3 QUALITY CONTROL PLAN				10										10	10 \$ 1,991
<b>TASK 2.0 PERFORM PRELIMINARY ENGINEERING</b>															
1.2.1 RESEARCH AND DATA GATHERING										10				10	10 \$ 982
1.2.2 PERMITS AND RIGHTS OF ENTRY					10					40		8		58	58 \$ 6,187
1.2.3 PROJECT FOOTPRINT					4					30				34	34 \$ 3,622
1.2.4 TRAFFIC ANALYSIS					4					4				4	4 \$ 676
1.2.5 WATER QUALITY MANAGEMENT PLAN			4		10			40		60				114	114 \$ 14,276
1.2.6 PRELIMINARY RIGHT OF WAY ENGINEERING					10					60				70	70 \$ 7,582
1.2.7 PRELIMINARY DRAINAGE MEMO			4		20		20			60				104	104 \$ 13,130
1.2.8 UTILITY COORDINATION					2					16				18	18 \$ 1,909
1.2.9 STAGING CONCEPT PLAN			4		20					40				64	64 \$ 8,330
1.2.10 GEOMETRIC APPROVAL DRAWING (GAD)					15					60				75	75 \$ 8,427

MANHOURLY WORKSHEET

COMPANY:

MICHAEL BAKER INTERNATIONAL

PROJECT:

La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)

SCOPE OF WORK:

Environmental

PHASE:

Phase I

DATE:

March 15, 2022

TASK	SR. PROJECT MANAGER	SR. ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT MANAGER/ENGINEER	LANDSCAPE ARCHITECT	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR. ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS ADMINISTRATOR	PROJECT PLANNER	HOURS	COST
<b>TASK 3.0 PERFORM PRELIMINARY ENVIRONMENTAL STUDIES</b>															
1.3.1 WILLIAMSON ACT/IMPORTANT FARMLAND MEMORANDUM														6	59 \$ 7,293
1.3.2 AIR QUALITY/GREENHOUSE GASES ANALYSIS														18	136 \$ 19,631
1.3.3 NOISE IMPACT ASSESSMENT														8	82 \$ 10,965
1.3.4 CULTURAL RESOURCES REPORT														6	88 \$ 12,601
1.3.5 VISUAL IMPACT ANALYSIS														6	54 \$ 8,430
1.3.6 BIOLOGICAL STUDY														16	478 \$ 67,113
1.3.7 PHASE 1 ENVIRONMENTAL SITE ASSESSMENT														14	122 \$ 16,575
TASK 4.0 SCREENCHECK DRAFT INITIAL STUDY														24	210 \$ 28,883
TASK 5.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION														18	168 \$ 22,954
TASK 6.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION														12	134 \$ 17,646

TASK	SR. PROJECT MANAGER	SR. ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT MANAGER/ENGINEER	LANDSCAPE ARCHITECT	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR. ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS ADMINISTRATOR	PROJECT PLANNER	HOURS	COST
------	---------------------	---------------------------	-------------------	-----------------	--------------------------	---------------------	-----------------	-----------------------	---------------------------	-------------------	------------------------	--------------------------------	-----------------	-------	------

Total Manhours

36	33	27	286	770	29	831	226	296	2,527	11				5,072	
----	----	----	-----	-----	----	-----	-----	-----	-------	----	--	--	--	-------	--

TASK	SR. PROJECT MANAGER	SR. ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT MANAGER/ENGINEER	LANDSCAPE ARCHITECT	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR. ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS ADMINISTRATOR	PROJECT PLANNER	HOURS	COST
<b>TASK 7.0 PROJECT MANAGEMENT</b>															
2.1.1 PROJECT ADMINISTRATION, CONTROL AND SCHEDULING	8				100									108	\$ 19,091
2.1.2 PROJECT MEETINGS	8				40									81	\$ 11,887
<b>TASK 8.0 MAPPING AND REPORTS</b>															
2.2.1 FIELD SURVEY				15	8									8	\$ 1,353
2.2.2 DRAINAGE STUDY					4				180	150				4	\$ 676
2.2.3 FINAL GEOTECHNICAL DESIGN REPORT														50	\$ 8,754
<b>TASK 9.0 UTILITIES AND RIGHT OF WAY ENGINEERING</b>														100	\$ 11,236
2.3.1 RIGHT OF WAY COORDINATION					20									40	\$ 4,636
2.3.2 RIGHT OF WAY REQUIREMENT MAPS					10									24	\$ 2,640
2.3.3 UTILITY CONFLICT MAPS					4									10	\$ 1,691
2.3.4 UTILITY LOCATION VERIFICATION					10									10	\$ 1,691
2.3.5 UTILITY RELOCATION PLAN					10									10	\$ 1,691
2.3.6 UTILITY RELOCATION PACKAGE					10									10	\$ 1,691
2.3.7 UTILITY RELOCATION COORDINATION					10									10	\$ 1,691
<b>TASK 10.0 MITIGATE ENVIRONMENTAL IMPACTS</b>															
2.4.1 ENVIRONMENTAL MITIGATION/PERMITTING		10			12			24						78	\$ 12,795
2.4.2 US ARMY CORPS OF ENGINEERS 404 NOTIFICATION		5			18									55	\$ 8,630
2.4.3 RWOCB 401 WATER QUALITY CERTIFICATION		5			22									63	\$ 9,895
2.4.4 CDFW 1602 STREAMBED ALTERATION AGREEMENT		5			16									51	\$ 7,998
2.4.5 PERMIT PROCESSING		8			32									136	\$ 19,689
<b>TASK 11.0 DRAFT PS&amp;E (60%)</b>															
2.5.1 ROADWAY PLANS					40			200						700	\$ 167,234
2.5.2 LANDSCAPE PLANS								20	80					80	\$ 22,646
2.5.3 SIGNING & STRIPING PLANS					5			60						180	\$ 28,813
2.5.4 STAGE CONSTRUCTION PLANS					8			35	45					238	\$ 28,620
2.5.5 STREET LIGHT LOCATION PLANS					4			8						28	\$ 3,382
2.5.6 UTILITY PLANS					8			8						28	\$ 3,316
2.5.7 DRAINAGE PLANS		8			20			80	300					448	\$ 50,969
2.5.8 FIELD REVIEW					8			8	16					24	\$ 2,924
2.5.9 ESTIMATES					8			8	60					84	\$ 10,189
2.5.10 INDEPENDENT REVIEW														10	\$ 2,727

MANHOUR WORKSHEET

COMPANY: MICHAEL BAKER INTERNATIONAL  
 PROJECT: La Serena and Calle Contorno Roundabouts (D2-0062 & C9-0017)

SCOPE OF WORK: Plans, Specs & Estimates

PHASE: Phase II  
 DATE: March 15, 2022

TASK	SR PROJECT MANAGER	SR ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT MANAGER/ENGINEER	LANDSCAPE ARCHITECT	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST ENGINEER/PLANNER	PROJECT CONTROLS ADMINISTRATOR	PROJECT PLANNER	HOURS	COST
<b>TASK 12.0 UPDATE PS&amp;E (95%)</b>															
2.6.1 UPDATE ROADWAY PLANS				14	67	7	134				234			449	\$ 56,094
2.6.2 UPDATE LANDSCAPE PLANS						2	20				27			61	\$ 7,666
2.6.3 UPDATE SIGNING & STRIPING PLANS						3	12				60			82	\$ 9,671
2.6.4 UPDATE STAGE CONSTRUCTION PLANS											50			80	\$ 9,663
2.6.5 UPDATE STREET LIGHT LOCATION PLANS											6			11	\$ 1,353
2.6.6 UPDATE UTILITY PLANS											7			10	\$ 1,195
2.6.7 UPDATE DRAINAGE PLANS				3	7		14				27			151	\$ 17,277
2.6.8 UPDATE SPECIFICATIONS											100			40	\$ 7,964
2.6.9 UPDATE ESTIMATES											20			28	\$ 3,316
2.6.10 FIELD REVIEW											8			16	\$ 2,138
2.6.11 INDEPENDENT REVIEW											10			10	\$ 2,727
<b>TASK 13.0 UPDATE PS&amp;E (100%)</b>															
2.7.1 UPDATE ROADWAY PLANS				5	22	2	45				78			150	\$ 18,755
2.7.2 UPDATE LANDSCAPE PLANS											9			20	\$ 2,505
2.7.3 UPDATE SIGNING & STRIPING PLANS											20			28	\$ 3,346
2.7.4 UPDATE STAGE CONSTRUCTION PLANS											17			27	\$ 3,254
2.7.5 UPDATE STREET LIGHT LOCATION PLANS											2			4	\$ 507
2.7.6 UPDATE UTILITY PLANS											2			3	\$ 365
2.7.7 UPDATE DRAINAGE PLANS				1	2		5				9			50	\$ 5,707
2.7.8 UPDATE SPECIFICATIONS											33			20	\$ 3,982
2.7.9 UPDATE ESTIMATES											10			14	\$ 1,658
2.7.10 SURVEY FILE											20			20	\$ 1,964

**MANHOURL WORKSHEET**

**COMPANY:**  
**MICHAEL BAKER INTERNATIONAL**  
**PROJECT:**  
**La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)**

**SCOPE OF WORK:**  
**Bid & Construction Support**

**PHASE:**  
**Phase III**  
**DATE:**  
**March 15, 2022**

TASK	SR. PROJECT MANAGER	SR. ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT MANAGER/ENGINEER	LANDSCAPE ARCHITECT	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR. ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS ADMINISTRATOR	PROJECT PLANNER	HOURS	COST
------	---------------------	---------------------------	-------------------	-----------------	--------------------------	---------------------	-----------------	-----------------------	---------------------------	-------------------	------------------------	--------------------------------	-----------------	-------	------

**Total Manhours**      **123**      **40**      **163**

<b>TASK 14.0 BID SUPPORT</b>															
<b>3.1.1 BID SUPPORT</b>				<b>30</b>										<b>30</b>	<b>\$ 5,073</b>
<b>3.2.1 UTILITY COORDINATION</b>				<b>8</b>										<b>8</b>	<b>\$ 1,353</b>
<b>3.2.2 DESIGN COORDINATION</b>					<b>85</b>									<b>85</b>	<b>\$ 14,373</b>
<b>3.3.3 AS-BUILT PLANS</b>									<b>40</b>					<b>40</b>	<b>\$ 3,927</b>

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Epic Land Solutions, Inc.</b>	SCOPE OF WORK: <b>Utilities</b>	PHASE: <b>All Phases</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>	DATE: <b>January 12, 2022</b>	

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Michael Mays	Utility Lead	220	@	\$55.29	\$12,163.80
Ryan Ackland	Utility Coordinator	452	@	\$29.81	\$13,474.12
Abigail Lopez	Budget & Financial Controls	23	@	\$45.67	\$1,050.41
		TOTAL HOURS		TOTAL DIRECT LABOR	<b>\$26,688.33</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(Rates Vary by Phase)	\$800.65
OVERHEAD @	164.93%	(of Direct Labor + Escalation)	\$45,337.57
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$7,282.66
TOTAL MULTIPLIERS			<b>\$53,420.88</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	1	LS	@	\$750.00	\$750.00
Postage/Overnight Delivery	1	LS	@	\$700.00	\$700.00
Potholing (10 potholes) @ \$1,500 each	20	EA	@	\$1,500.00	\$30,000.00
TOTAL ODC'S					<b>\$31,450.00</b>

**TOTAL** **\$111,559.21**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

<b>COMPANY:</b> Epic Land Solutions, Inc.		<b>SCOPE OF WORK:</b> Utilities	<b>PHASE:</b> Phase I
<b>PROJECT:</b> La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)		<b>DATE:</b> January 12, 2022	

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Michael Mays	Utility Lead	20	@	\$55.29	\$1,105.80
Ryan Ackland	Utility Coordinator	40	@	\$29.81	\$1,192.40
Abigail Lopez	Budget & Financial Controls			\$45.67	
		<b>TOTAL HOURS</b>			<b>60</b>
				<b>TOTAL DIRECT LABOR</b>	<b>\$2,298.20</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$68.95
OVERHEAD @	164.93%	(of Direct Labor + Escalation)	\$3,904.13
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$627.13
			<b>TOTAL MULTIPLIERS</b>
			<b>\$4,600.21</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	1	LS	@	\$750.00	\$750.00
Postage/Overnight Delivery	1	LS	@	\$700.00	\$700.00
Potholing (10 potholes) @ \$1,500 each		EA		\$1,500.00	

**TOTAL ODC'S**      **\$1,450.00**

**TOTAL**      **\$8,348.41**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Epic Land Solutions, Inc.</b>	SCOPE OF WORK: <b>Utilities</b>	PHASE: <b>Phase II</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>January 12, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Michael Mays	Utility Lead	184	@ \$55.29	\$10,173.36
Ryan Ackland	Utility Coordinator	388	@ \$29.81	\$11,566.28
Abigail Lopez	Budget & Financial Controls	23	@ \$45.67	\$1,050.41

TOTAL HOURS **595** TOTAL DIRECT LABOR **\$22,790.05**

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$683.70
OVERHEAD @	164.93%	(of Direct Labor + Escalation)	\$38,715.26
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$6,218.90

TOTAL MULTIPLIERS **\$45,617.86**

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		LS	\$750.00	
Postage/Overnight Delivery		LS	\$700.00	
Potholing (10 potholes) @ \$1,500 each	20	EA @	\$1,500.00	\$30,000.00

TOTAL ODC'S **\$30,000.00**

**TOTAL \$98,407.91**



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Epic Land Solutions, Inc.</b>	SCOPE OF WORK: <b>Utilities</b>	PHASE: <b>Phase III</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>January 12, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Michael Mays	Utility Lead	16	@ \$55.29	\$884.64
Ryan Ackland	Utility Coordinator	24	@ \$29.81	\$715.44
Abigail Lopez	Budget & Financial Controls		\$45.67	
		<b>TOTAL HOURS</b>	<b>40</b>	<b>TOTAL DIRECT LABOR</b>
				<b>\$1,600.08</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$48.00
OVERHEAD @	164.93%	(of Direct Labor + Escalation)	\$2,718.18
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$436.63
			<b>TOTAL MULTIPLIERS</b>
			<b>\$3,202.81</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		LS	\$750.00	
Postage/Overnight Delivery		LS	\$700.00	
Potholing (10 potholes) @ \$1,500 each		EA	\$1,500.00	
				<b>TOTAL ODC'S</b>

TOTAL ODC'S

**TOTAL** **\$4,802.89**









SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>Leighton Consultants</b>	SCOPE OF WORK: <b>Geotechnical</b>	PHASE: <b>All Phases</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>September 10, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Simon I. Saiid	Project Manager	15	@ \$88.06	\$1,320.90
Jeffery DeLand	Sr. Staff Geologist	60	@ \$37.90	\$2,274.00
Mary Murphy	GIS / Drafting	6	@ \$40.45	\$242.70
Debbie Meggers	Admin - WP	6	@ \$29.19	\$175.14
Vika Malu	Admin - Invoicing	6	@ \$29.50	\$177.00
Mitch Bornyasz	Geolgist / Sr. Review	10	@ \$41.36	\$413.60
TOTAL HOURS		<b>103</b>	AL DIRECT LABOR	<b>\$4,603.34</b>

**MULTIPLIERS**

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	157.40%	(of Direct Labor + Escalation) \$7,245.66
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$1,184.90
TOTAL MULTIPLIERS		<b>\$8,430.56</b>

**OTHER DIRECT COSTS**

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Drilling	1	ls	@ \$3,300.00	\$3,300.00
lab testing	1	ls	@ \$2,600.00	\$2,600.00
permit	1	ls	@ \$800.00	\$800.00

@ TOTAL ODC'S **\$6,700.00**

**TOTAL** **\$19,733.90**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

<b>COMPANY:</b> Leighton Consultants	<b>SCOPE OF WORK:</b> Geotechnical	<b>PHASE:</b> Phase I
<b>PROJECT:</b> La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)		<b>DATE:</b> September 10, 2021

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Simon I. Saïd	Project Manager		\$88.06	
Jeffery DeLland	Sr. Staff Geologist		\$37.90	
Mary Murphy	GIS / Drafting		\$40.45	
Debbie Meggers	Admin - WP		\$29.19	
Vika Malu	Admin - Invoicing		\$29.50	
Mitch Bornyasz	Geologist / Sr. Review		\$41.36	

TOTAL HOURS AL DIRECT LABOR

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)
OVERHEAD @	157.40%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	

TOTAL MULTIPLIERS

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Drilling		ls	\$3,300.00	
lab testing		ls	\$2,600.00	
permit	1	ls @	\$800.00	\$800.00

TOTAL ODC'S \$800.00

**TOTAL \$800.00**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Leighton Consultants</b>	SCOPE OF WORK: <b>Geotechnical</b>	PHASE: <b>Phase II</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>September 10, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Simon I. Saiid	Project Manager	15	@ \$88.06	\$1,320.90	
Jeffery DeLand	Sr. Staff Geologist	60	@ \$37.90	\$2,274.00	
Mary Murphy	GIS / Drafting	6	@ \$40.45	\$242.70	
Debbie Meggers	Admin - WP	6	@ \$29.19	\$175.14	
Vika Malu	Admin - Invoicing	6	@ \$29.50	\$177.00	
Mitch Bomyasz	Geologist / Sr. Review	10	@ \$41.36	\$413.60	
		<b>TOTAL HOURS</b>	<b>103</b>	<b>AL DIRECT LABOR</b>	<b>\$4,603.34</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)		
OVERHEAD @	157.40%	(of Direct Labor + Escalation)	\$7,245.66	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE)	10.0%		\$1,184.90	
			<b>TOTAL MULTIPLIERS</b>	<b>\$8,430.56</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Drilling	1	ls @	\$3,300.00	\$3,300.00	
lab testing	1	ls @	\$2,600.00	\$2,600.00	
permit		ls	\$800.00		
				<b>TOTAL ODC'S</b>	<b>\$5,900.00</b>

**TOTAL** \$18,933.90



**SUBCONSULTANT MANHOOUR WORKSHEET SUMMARY**

<b>COMPANY:</b> Leighton Consultants	<b>SCOPE OF WORK:</b> Geotechnical	<b>PHASE:</b> All Phases
<b>PROJECT:</b> La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)	<b>DATE:</b> September 10, 2021	

TASK	PROJECT MANAGER	SR. STAFF GEOLOGIST	GIS / DRAFTING	ADMIN - WP	ADMIN - INVOICING	GEOLOGIST / SR. REVIEW	HOURS
PHASE I							
PHASE II	15	60	6	6	6	6	103
PHASE III							
PHASE IV							
<b>PHASE TOTALS</b>	<b>15</b>	<b>60</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>10</b>	<b>103</b>

\$249,33 \$107,31 \$114,53 \$82,65 \$83,53 \$117,11

15 60 6 6 6 6 10 103











**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Fehr &amp; Peers</b>	SCOPE OF WORK: <b>TRAFFIC ANALYSIS</b>	PHASE: <b>All Phases</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>January 11, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Jason Pack	Project Manager	25	@ \$87.50	\$2,187.50	
Anna Luo	Traffic Lead	77	@ \$65.38	\$5,034.26	
Jinghua Xu	Forecasting Lead	12	@ \$63.46	\$761.52	
Paul Herrmann	Project Engineer	20	@ \$49.04	\$980.80	
Mae Tamayo	Engineer/Planner	266	@ \$35.10	\$9,336.60	
Saima Musharrat	GIS/Graphics	18	@ \$36.54	\$657.72	
Sandra Hyatt	Admin	10	@ \$39.90	\$399.00	
		<b>TOTAL HOURS</b>	<b>428</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$19,357.40</b>

**MULTIPLIERS**

ESCALATION @		(Rates Vary by Phase)		
OVERHEAD @	175.67%	(of Direct Labor + Escalation)	\$34,005.14	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE)	10.0%		\$5,336.25	
			<b>TOTAL MULTIPLIERS</b>	<b>\$39,341.40</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
StreetLight Data	1	LS	@ \$1,000.00	\$1,000.00	
				<b>TOTAL ODC'S</b>	<b>\$1,000.00</b>

**TOTAL** **\$59,698.80**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Fehr &amp; Peers</b>	SCOPE OF WORK: <b>TRAFFIC ANALYSIS</b>	PHASE: <b>Phase I</b>
PROJECT: <b>La Serena and Calle Contento Roundabouts (D2-0062 &amp; C9-0017)</b>		DATE: <b>January 11, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Jason Pack	Project Manager	25	@	\$87.50	\$2,187.50	
Anna Luo	Traffic Lead	77	@	\$65.38	\$5,034.26	
Jinghua Xu	Forecasting Lead	12	@	\$63.46	\$761.52	
Paul Herrmann	Project Engineer	20	@	\$49.04	\$980.80	
Mae Tamayo	Engineer/Planner	266	@	\$35.10	\$9,336.60	
Saima Musharrat	GIS/Graphics	18	@	\$36.54	\$657.72	
Sandra Hyatt	Admin	10	@	\$39.90	\$399.00	
		<b>TOTAL HOURS</b>		<b>428</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$19,357.40</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)		
OVERHEAD @	175.67%	(of Direct Labor + Escalation)	\$34,005.14	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE)	10.0%		\$5,336.25	
			<b>TOTAL MULTIPLIERS</b>	<b>\$39,341.40</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT	
StreetLight Data	1	LS	@	\$1,000.00	\$1,000.00	
					<b>TOTAL ODC'S</b>	<b>\$1,000.00</b>

**TOTAL** **\$59,698.80**



**SUBCONSULTANT MANHOOUR WORKSHEET SUMMARY**

COMPANY:

**Fehr & Peers**

SCOPE OF WORK:

**TRAFFIC ANALYSIS**

PHASE:

**All Phases**

PROJECT:

**La Serena and Calle Contento Roundabouts (D2-0062 & C9-0017)**

DATE:

**January 11, 2022**

TASK	PROJECT MANAGER	TRAFFIC LEAD	FORECASTING LEAD	PROJECT ENGINEER	ENGINEER/PLANNER	GIS/GRAPHICS	ADMIN	HOURS
	\$265	\$198	\$192	\$149	\$106	\$111	\$121	

**PHASE TOTALS**

<b>25</b>	<b>77</b>	<b>12</b>	<b>20</b>	<b>266</b>	<b>18</b>	<b>10</b>	<b>428</b>
-----------	-----------	-----------	-----------	------------	-----------	-----------	------------

PHASE I

25

77

12

20

266

18

10

428

PHASE II

PHASE III

PHASE IV

