

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



**ITEM: 3.26
(ID # 18739)**

MEETING DATE:
Tuesday, May 10, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Consulting Services Agreement between the County of Riverside and Michael Baker International, Inc. for the preparation of Plans, Specifications & Estimate, and to provide bid and construction support for the I-10 / Jackson Street Interchange Improvements Project. District 4. [\$5,404,148 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 preparation of Plans, Specifications & Estimate, and to provide bid and construction support for the I-10/Jackson Street Interchange Improvements Project in the amount of \$4,912,861 through March 31, 2028, and authorize the Chairman of the Board to execute the same; 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 compensation provisions that do not exceed the allocated contingency set forth in the agreement, which is ten percent (10%) of the original contract amount.

ACTION:Policy


Mark Lancaster, Director of Transportation 4/8/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington 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: May 10, 2022
xc: Trans.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 150,000	\$ 2,000,000	\$ 5,404,148	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Coachella Valley Association of Governments (CVAG) (75%), City of Indio (25%). There are no General Funds used in this project.			Budget Adjustment: No For Fiscal Year: 21/22 - 27/28	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

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

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

Through the Request for Proposals (RFP) in compliance with Caltrans Local Assistance Procedures Manual, HNTB Corporation was selected to provide the necessary environmental and engineering services for phase 1 – Preliminary Engineering and Environmental Document which was awarded by the Board of Supervisors on January 30, 2018 (Agenda Item No. 3.18) and completed in October 2021.

On October 14, 2021 the County, Caltrans, and the City interviewed the top four consultants for the next phases of the project from the pre-qualified list the RFP process produced and Michael Baker International, Inc. (MBI) scored the highest and was selected to provide engineering services to complete the following phases of the project: Phase II – Plans, Specifications, and Estimate, Phase III – Bid Support, and Phase IV – Construction Support.

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

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

Jackson Street / I-10 Interchange Project Number: C7-0049

Impact on Residents and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

The consultant's proposed fee for Phase II, Phase III, and Phase IV is \$4,912,861.38. This agreement also includes a 10% contingency of \$491,286.14 which is to be used only with prior written approval from the county's contract administrator.

On January 9, 2018 (Agenda item No. 3.27), the County Board of Supervisors approved the Amended and Restated Reimbursement Agreement Amendment to an Inter-Agency Cooperative Agreement between the Coachella Valley Association of Governments (CVAG), City of Indio, and the County of Riverside for the Jackson St project. This amendment delegated the County as lead Agency for this project and provided the funding for the project.

On January 9, 2018 (Agenda item No. 3.30), the County Board of Supervisors approved an Inter-Agency Cooperative Agreement between Caltrans and the County of Riverside establishing the terms, conditions, and responsibilities for implementing the project improvements within Caltrans right-of-way.

On December 6, 2021 CVAG approved Amendment Number Three to the Reimbursement Agreement between CVAG, the City of Indio, and the County to provide additional funding to complete the Plans, Specifications, and Estimates (PS&E) phase of the project in the amount of \$6,500,000. This Amendment Number Three is Amendment number one to the Amended and Restated Reimbursement Agreement.

Amendment Number Three to the Reimbursement Agreement by and between CVAG, the City of Indio, and the County for the I-10 / Jackson Street Interchange project is on this same agenda for approval (MT. No. 18743).

The consultant's negotiated fee of \$4,912,861.38, excluding contingency, proposed for this contract is comparable to work performed on similar projects.

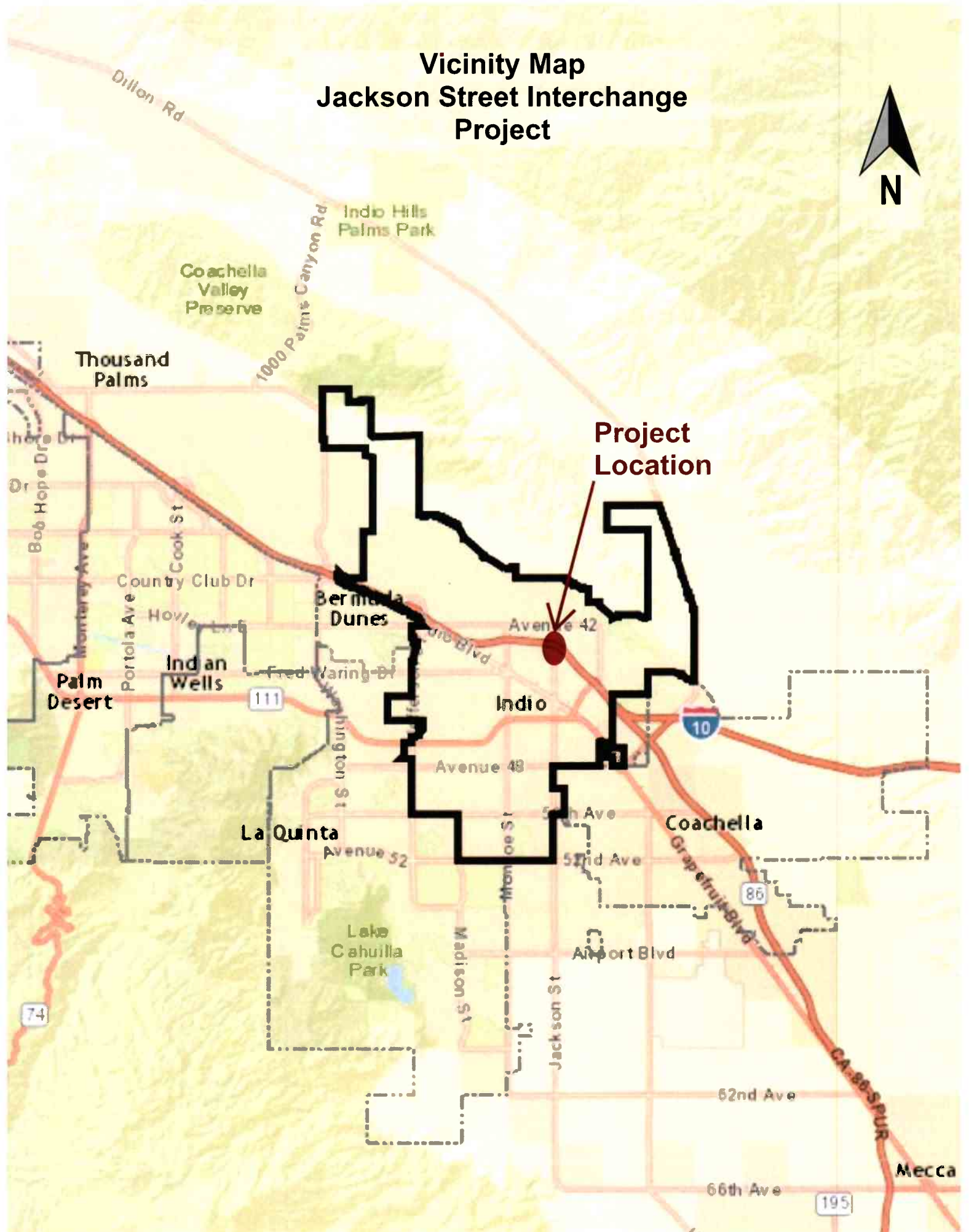
ATTACHMENTS:

Jackson Street Consultant Services Agreement
Jackson Vicinity Map

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


Jason Farin Principal Management Analyst 5/5/2022

Vicinity Map Jackson Street Interchange Project



Contract No.: 22-04-004
Termination Date: 03/31/2028
Amount Authorized: \$5,404,147.52
Federal Funding: [No]
State Funding: [No]

CONSULTING SERVICES AGREEMENT

for

I-10/Jackson Street Interchange Improvements Project

between

County of Riverside • Transportation Department

and

Michael Baker International, Inc.



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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

1 A. This Consulting Services Agreement (“Agreement”) is entered into this _____ day of _____,
2 2022, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter
3 referred to as “COUNTY”, and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation,
4 hereinafter referred to as “CONSULTANT”.

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

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

8 Brandon Reyes, PE

9 Located at:

10 3536 Concourse, Suite 100, Ontario, CA 91764

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

12 John Ashlock, PE

13 Located at:

14 4080 Lemon St. 8th Floor, Riverside, CA 92502

15 C. CONSULTANT shall perform:

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

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

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

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

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

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

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

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

1 the effort to complete the PROJECT.

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

5 California Department of Transportation (Caltrans)

6 Federal Highway Administration (FHWA)

7 City of Indio

8 Coachella Valley Water District (CVWD)

9 Coachella Valley Association of Governments (CVAG)

10 U.S. Fish & Wildlife Service (USFWS)

11 U.S. Army Corps of Engineers (USACE)

12 California Department of Fish and Game (CDFW)

13 Regional Water Quality Control Board (CDFG)

14 Coachella Valley Conservation Commission (CVCC)

15 Regional Water Quality Control Board (RWQCB)

16 Utility Companies

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

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

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

- Schedule Summary

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

ARTICLE III STATEMENT OF WORK

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

ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect upon the issuance of a notice to proceed from COUNTY's Contract Administrator after this contract has been approved by the County of Riverside Board of Supervisors, and CONSULTANT shall commence work after written notification to proceed by COUNTY'S Contract Administrator. The contract shall end on March 31, 2028, unless extended by contract amendment.

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

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

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

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

- 1 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$372,936.39. The
2 fixed fee is nonadjustable for the term of the contract, except in the event of a change in the scope of work and
3 such adjustment is made by contract amendment.
- 4 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the
5 Compensation Plan.
- 6 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain
7 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator
8 before exceeding such cost estimate.
- 9 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.
10 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If
11 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement
12 of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the
13 provisions of Article VI Termination.
- 14 F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- 15 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's
16 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after
17 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each
18 Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the
19 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the
20 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice
21 must contain the final cost and all credits due COUNTY including any equipment purchased under the
22 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60
23 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract
24 Administrator at the address provided in Article I.B.
- 25 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$4,912,861.38. An additional
26 10% contingency will be held in reserve as described in and administered by Attachment C, Article CVI, Cost
27 Proposal.
- 28 I. Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation
29 Plan and is approved by COUNTY's Contract Administrator.

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

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

Federal funds: are included are not included

State funds: are included are not included

ARTICLE VI TERMINATION

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

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

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

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

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

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other

1 evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the
2 contract. All parties shall make such materials available at their respective offices at all reasonable times during
3 the contract period and for three years from the date of final payment under the contract. The state, State Auditor,
4 COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books,
5 records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent
6 to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof
7 shall be furnished if requested.

8 **ARTICLE IX AUDIT REVIEW PROCEDURES**

- 9 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
10 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- 11 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by
12 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
13 writing.
- 14 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
15 timely performance, in accordance with the terms of this contract.
- 16 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than
17 \$3,500,000.

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

1 reimbursed costs.

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

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

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

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

29 2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require

1 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months
2 of the effective date of the management letter. Caltrans will then have up to six (6) months to review the
3 CONSULTANT's and/or the independent CPA's revisions.

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

9 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
10 (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under
11 this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its
12 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than
13 60 days after occurrence of the last of these items.

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

16 **ARTICLE X SUBCONTRACTING**

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

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

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

29 D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract

1 to be applicable to subconsultants.

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

4 **ARTICLE XI EQUIPMENT PURCHASE**

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

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

12 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain
13 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at
14 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and
15 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the
16 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal
17 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
18 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.
19 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
20 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained
21 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the
22 equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part
23 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000
24 is credited to the project.

25 **ARTICLE XII STATE PREVAILING WAGE RATES**

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

28 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
29 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances

1 applicable to the work.

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

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

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

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

13 **ARTICLE XIII CONFLICT OF INTEREST**

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

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

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

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

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

29 CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful

1 consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY
2 shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work
3 actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback
4 or other unlawful consideration.

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

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

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

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

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

26 **ARTICLE XVI STATEMENT OF COMPLIANCE**

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

1 Regulations, Section 11102.

2 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully
3 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,
4 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV
5 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,
6 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
7 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT
8 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code
9 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,
10 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission
11 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
12 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if
13 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this
14 clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

28 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

29 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws

1 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to
2 Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she or
3 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently
4 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has
5 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the
6 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or
7 had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or
8 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to
9 COUNTY.

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

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

15 **ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

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

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

27 **ARTICLE XIX CHANGE IN TERMS**

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

29 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change

1 and must be approved by amendment.

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

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

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

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

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

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

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

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

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

- 1 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the
2 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall
3 not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
4 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of
5 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach
6 of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems
7 appropriate.
- 8 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.
- 9 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
10 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the
11 procedural requirements specified in 49 CFR 26.53(f).
- 12 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
13 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work
14 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
15 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
16 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
17 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
18 is commensurate with the work it is actually performing, and other relevant factors.
- 19 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
20 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
21 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
22 not participate.
- 23 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
24 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
25 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
26 that it is not performing a CUF.
- 27 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
28 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
29 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of

1 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
2 performed by their own forces along with the corresponding dollar value of the work.

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

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

15 **ARTICLE XXI CONTINGENT FEE**

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

23 **ARTICLE XXII DISPUTES**

24 A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
25 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
26 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he
27 shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless
28 CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of
29 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.

1 Except for such protests or objections as are made of record in the manner specified and within the time stated
2 herein, and except for such instances where the basis of a protest could not reasonably have been foreseen
3 by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for
4 protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all
5 matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to
6 matters properly falling within COUNTY's authority.

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

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

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

15 **ARTICLE XXIII INSPECTION OF WORK**

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

19 **ARTICLE XXIV SAFETY**

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

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

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

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

6 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

7 A. Basic Indemnity

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

29 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 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 this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.
2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.
4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in

1 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

2 C. INSURANCE

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

9 1. Workers' Compensation:

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

15 2. Commercial General Liability:

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

23 3. Vehicle Liability:

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

29 4. Professional Liability

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

10 5. General Insurance Provisions - All lines:

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

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

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

27 **ARTICLE XXVI OWNERSHIP OF DATA**

- 28 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this
29 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer

1 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete
2 the review and approval process.

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

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

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

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

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

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

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

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

4 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

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

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

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

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

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

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

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

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

26 **ARTICLE XXX LEGAL COMPLIANCE**

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

1 and regulations. Failure to comply with the foregoing by CONSULTANT may be grounds for termination by the
2 COUNTY.

3 **ARTICLE XXXI EVALUATION OF CONSULTANT**

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

7 **ARTICLE XXXII RETENTION OF FUNDS**

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

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

22 **ARTICLE XXXIII NOTIFICATION**

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

27 **ARTICLE XXXIV CONTRACT**

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

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

4 B. This Agreement may be executed in any number of counterparts, each of which will be an original, but all
5 of which together will constitute one instrument. Each party to this Amendment agrees to the use of
6 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
7 Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this
8 Amendment. The parties further agree that the electronic signatures of the parties included in this
9 Amendment are intended to authenticate this writing and to have the same force and effect as manual
10 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically
11 associated with an electronic record and executed or adopted by a person with the intent to sign the
12 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
13 electronic signature for transactions and contracts among parties in California, including a government
14 agency. Digital signature means an electronic identifier, created by computer, intended by the party using
15 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon
16 by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined
17 in subdivision (i) of Section 1633.2 of the Civil Code.

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ARTICLE XXXV APPROVALS

COUNTY Approvals


RECOMMENDED FOR APPROVAL.

 Dated: 5-5-22

MARK LANCASTER
Director of Transportation

APPROVED AS TO FORM:

County Counsel

 Dated: 4/28/22

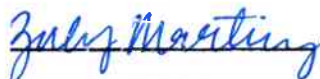
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAY 10 2022
JEFF HEWITT

PRINTED NAME
Chair, Riverside County Board of Supervisors

ATTEST:

 Dated: 5/10/22

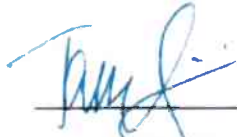
KECIA R. HARPER
Clerk of the Board (SEAL)

CONSULTANT Approvals

MICHAEL BAKER INTERNATIONAL, INC.

 Dated: 4/4/22

BRANDON REYES
Associate Vice President

 Dated: 4/4/2022

TANYA BILEZIKJIAN
Vice President

1 **ARTICLE XXXV APPROVALS**

2 **COUNTY Approvals**

3 RECOMMENDED FOR APPROVAL:

4
5  Dated: 4-21-22

6 **MARK LANCASTER**

7 Director of Transportation

8
9
10 APPROVED AS TO FORM:

11 County Counsel

12
13 _____ Dated: _____

14 By Deputy

15
16 APPROVAL BY THE BOARD OF SUPERVISORS

17
18
19 _____ Dated: _____

20 PRINTED NAME
21 _____
22 Chair, Riverside County Board of Supervisors

23 ATTEST:

24
25
26 _____ Dated: _____

27 **KECIA R. HARPER**

28 Clerk of the Board (SEAL)

CONSULTANT Approvals

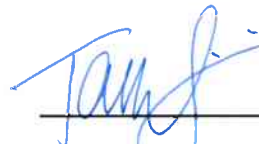
MICHAEL BAKER INTERNATIONAL, INC.

 Dated: 4/4/22

BRANDON REYES

Associate Vice President

CONSULTANT:

 Dated: 4/4/2022

TANYA BILEZIKJIAN

Vice President

1 **ARTICLE XXXV APPROVALS**

2 **COUNTY** Approvals

3 RECOMMENDED FOR APPROVAL:

4
5
6 _____ Dated: _____

7 **MARK LANCASTER**

8 Director of Transportation

9
10 APPROVED AS TO FORM:

11 County Counsel

12
13 _____ Dated: _____

14 By Deputy

15
16 **APPROVAL BY THE BOARD OF SUPERVISORS**

17
18
19 _____ Dated: _____

20 **PRINTED NAME**

21 Chair, Riverside County Board of Supervisors

22
23 **ATTEST:**

24
25
26 _____ Dated: _____

27 **KECIA R. HARPER**

28 Clerk of the Board (SEAL)

CONSULTANT Approvals

MICHAEL BAKER INTERNATIONAL, INC.

_____ Dated: _____

BRANDON REYES

Associate Vice President

_____ Dated: _____

TANYA BILEZIKJIAN

Vice President

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APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

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

B. LOCATION

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

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:

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

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

D. PHASES

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

- Phase II • Plans, Specifications and Estimates

I-10/Jackson Street Interchange Project

Phase III • Bid Support

Phase IV • Construction Support

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

E. STANDARDS

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

1. Environmental

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

2. Survey

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

3. Design

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

supplements and updates.

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

4. PS&E

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

5. Geotechnical Design Report

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

6. Project Files

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

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

F. KEY PERSONNEL

The 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:

Project Manager	Brandon Reyes
Structures Engineer	Kyle Turner
Drainage Engineer	Brad Losey

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

See below for deliverables associated with each task.

B. PHASE II SERVICES

TASK 1.0 PROJECT MANAGEMENT

1.1 PROJECT ADMINISTRATION, CONTROL AND SCHEDULING

I-10/Jackson Street Interchange Project

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 and CALTRANS standards, policies and procedures.

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

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

CONSULTANT will develop and maintain an overall project schedule.

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

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

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

CONSULTANT will provide exhibits for up to two (2) public meetings.

Deliverables:

- Action Item Log
- Project Schedule
- CD/DVD/eFTP link containing all pertinent project files in UFS format
- Information for Project Website
- Exhibits for Public Meetings
- QA/QC Plan

1.2 PROJECT MEETINGS

Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER, the California Department of Transportation (CALTRANS) Project Manager and other representatives from affected agencies

I-10/Jackson Street Interchange Project

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

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

Deliverables:

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

TASK 2.0 FIELD RESEARCH AND REPORTING

2.1 FIELD VISITS AND AS-BUILT RESEARCH

CONSULTANT to review COUNTY collected 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. Field reviews will be limited to publicly accessible proposed arterial intersection, freeway/highway interchange improvement locations and private property in accordance to executed right of entries.

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

2.2 DESIGN SURVEYS (TO BE PERFORMED BY COUNTY)

CONSULTANT shall contact the Caltrans District 8 Surveys representative for encroachment permits prior to

I-10/Jackson Street Interchange Project

performing any field related survey work.

CONSULTANT shall perform design surveys in English units during this phase.

CONSULTANT shall perform detailed field surveys of existing roadway and drainage features. CONSULTANT will use Mobile Terrestrial Laser Scanning per Chapter 15 of the Caltrans Survey Manual. The Surveys Manager will coordinate with the Design Engineer to establish limits of work. Cross-sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features. Supplemental design field surveys will verify existing information and spot check field shots, bridge limits, bridge superstructure, bridge abutment slope data, existing grade, flowlines, grade breaks, above ground utility appurtenances, manholes, trees, power poles, culverts, headwalls, existing drainage features, specific graded slope areas, and join data at the limits of the project.

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

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

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

Deliverables:

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

2.3 SURVEY RESEARCH (TO BE PERFORMED BY COUNTY)

CONSULTANT shall coordinate with the COUNTY and Caltrans Right of Way Engineering to gather existing record information, review previous acquisitions, and analyze appropriate deeds, field notes, and survey maps contained in State, County, and City files. All work shall be conducted in compliance with all applicable State

I-10/Jackson Street Interchange Project

1 law and regulation, and all applicable local ordinance and regulation. Acquire from the COUNTY field and
2 related survey data generated by the County. Review County survey data for accuracy and completeness. If
3 necessary, CONSULTANT to search, recover, describe, and tie in controlling land survey monuments as
4 needed. CONSULTANT shall perform the following tasks to develop the existing right of way and centerline
5 data:

- 6 • Search, acquisition, and analysis of appropriate deeds, field notes, and survey maps contained in State,
7 County, and City files.
- 8 • COUNTY to acquire title reports for 12 parcels impacted by proposed R/W fee and easement takes.
- 9 • Acquire from the COUNTY field and related survey data generated by the County. Review County survey
1 data for accuracy and completeness. If necessary, CONSULTANT to search, recover, describe, and tie in
0 controlling land survey monuments as needed.

1 **2.4 DRAINAGE STUDY**

1 CONSULTANT will conduct an analysis to determine the impacts this project has on the natural drainage
1 patterns for the Jackson Street Interchange. This analysis will incorporate the use of available information from
2 the CITY, COUNTY and CALTRANS. CONSULTANT will prepare the Drainage Study

1 utilizing data from prior hydrology/drainage investigations in the area. CONSULTANT will analyze existing
3 drainage sub-basins and summarize changes in drainage patterns that will occur from the proposed
1 improvements. Included in the report will be recommendations for on-site improvements such as structures
4 needed at pipe culverts, inlet and outlet locations, erosion control measures and other storm drainage controls.

1 The scope of the drainage design will be to convey storm water run-off from the proposed and existing roadway,
5 freeway and ramps through the use of overside drains and inlets that will be located within the interchange
1 area, into BMPs, retention basins, etc, to hold the storm water "on-site". A hydrology analysis will be performed
6 for the on-site proposed roadway improvements.

1 The Drainage Report will generally contain the following:

- 7 • Project Location Map
- 1 • Project Description
- 8 • Evaluation of Runoff Characteristics and Flow Patterns
- 1 • Description of Existing and Proposed Facilities

I-10/Jackson Street Interchange Project

- Description of Unusual or Special Conditions
- Hydrology Map and Other Applicable Hydrologic Data and Calculations

Deliverables:

- Drainage Report for PS&E

Assumptions:

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

2.5 GEOTECHNICAL REPORT

CONSULTANT will provide geotechnical engineering design services for the following design elements:

- Replacement of 2-span Jackson Street Overcrossing (OC) (final bridge width > 100');
- Replacement of 3-span Whitewater River Bridge (final bridge width = 96' to > 100')
- Approximately 1,265 feet long modified Caltrans Standard Plan Retaining Wall (RW No. 75);
- Approximately 1,560 feet long modified Caltrans Standard Plan Retaining Wall (RW No. 83);
- Approximately 700 feet long modified Caltrans Standard Plan Retaining Wall (RW No. 80);
- Approximately 320 feet long modified Caltrans Standard Plan Retaining Wall (RW No. 33);
- Approximately 2,600 feet of new WB Aux Lane;
- Approximately 1,310 feet of realigned WB On-Ramp;
- Approximately 1,460 feet of realigned EB Off-Ramp;
- Approximately 1,270 feet of realigned WB Off-Ramp;
- Approximately 865 feet of WB widening before WB Off-Ramp realignment;
- Approximately 1,240 feet of realigned EB On-Ramp;
- Approximately 900 feet of EB widening after EB On-Ramp realignment;
- Approximately 1,550 feet widening of Jackson Street between Atlantic Avenue and Kenner Avenue;
- Six Caltrans Standard Plan Overhead Signs (assuming 1-post)
- Eight Double ring infiltration basins (locations to be determined).

Details of our proposed geotechnical services for the PS&E phase is presented below.

Preliminary Foundation Reports

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CONSULTANT will prepare a Preliminary Foundation Reports (PFR) for Jackson Street OC and a PFR for Whitewater River Bridge to provide preliminary geotechnical information to assist structural designers in the Type Selection process. These PFRs will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

Geotechnical Investigation

Caltrans is enforcing the AASHTO recommendations of a soil boring at each bridge support locations where substructure width is less than 100 feet; minimum of two borings are required per location where substructure width is greater than 100 feet. For retaining walls, a soil boring is required every 100 to 200 feet. Based on the APS plans, substructure width of Bent 2 of Whitewater River bridge is less than 100 feet; therefore, only one boring will be performed for this support. Two borings will be performed for other supports of this bridge. Based on this, CONSULTANT geotechnical field investigations plan is presented in Table 1. Data obtained from some boreholes will be used for multiple design elements. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig equipped with 8-inch diameter hollow-stem augers and 4-inch diameter rotary-wash augers. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Table 1. Proposed Soil Boring Information

<u>Design Element</u>	<u>Boring Count</u>	<u>Proposed Depth (feet)</u>
Jackson Street OC (replacement)	6	80
Whitewater River Bridge (replacement)	3	150
	4	80
RW No. 75	4	40
RW No. 83	7	40
RW No. 80	3	40
RW No. 33	1	40
Overhead Signs	6	40
Roadway Improvements	2	30
	12	5

CONSULTANT will prepare a boring location plan and this plan will be used to secure encroachment permits

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from Caltrans, City of Indio, and Riverside County. Any other permits, if required, will be secured by others.

CONSULTANT field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the CONSULTANT laboratory.

We will obtain three representative soil specimens for scour study: one at 100' upstream, one at bridge location and one at 100' downstream. Specimen will be collected using a shovel at a depth of about 1 to 2 feet below the channel bottom.

Eight (8) double-ring infiltrometer tests will be performed in accordance with ASTM D-3385 utilizing a TurfTec International 24-inch diameter device to measure soil infiltration rates. The 24-inch diameter and 12-inch diameter rings, one inside the other, will be driven into the ground. The rings will be partially filled with water and maintained at constant level. The volume of water added into the outer ring and inner ring to maintain the constant level will be recorded with time. Two sets of flow quantity versus time readings will be taken at the same test location until a trend in flow rate is developed.

Groundwater Monitoring Well

A groundwater monitoring well will be installed inside a boring drilled with a truck/track-mounted drill rig equipped with 8-inch diameter hollow-stem augers down to a depth of no more than 80 feet below existing grade or refusal, whichever occurs first. The monitoring well will consist of 2-inch-diameter Schedule 40 polyvinyl chloride (PVC) screen and solid schedule 40 PVC casing installed at the completion of the boring. The screened portion of the well will consist of 0.01-inch wide slots, and will be placed at a depth of approximately 10 feet below the ground surface to about 2 feet above the bottom of the borehole. Depth of the screened portion of the well may be adjusted pending on the findings from the boring. The solid PVC casing will be placed between about 0.5 feet below ground surface and the well screen. Number 2/12 Monterey sand will be placed in the annulus of the screened interval with approximately 2 feet above the screen, and 1 foot below the screen. A bentonite-chip seal will be placed above the filter pack to within approximately 2 feet of the ground surface. The upper portion of the well will be sealed with quick set concrete. The wells will be

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finished with a cap or a box set in concrete to minimize the possibility of vandalism. A separate letter report will be prepared to provide the installation details of the monitoring well.

After the well is constructed, EMI will collect and record groundwater elevations on a quarterly basis. Monitoring of the groundwater table will be performed for a period of 2 years (from the day of well installation to 2 years from the day of installation). EMI will provide a "running" spreadsheet to report the groundwater measurements.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, R-value, maximum density and optimum moisture content, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of ARS curves for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridges, retaining walls, and overhead signs.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Deliverables:

- Jackson Street OC (Replace) – Caltrans - Foundation Reports (FR)
- Whitewater River Bridge (Replace), RW No. 33, City Pavements – RCTD - Foundation Report (FR)
- Retaining Walls, Overhead Signs, Roadway Embankments, and Infiltration Tests – Caltrans - Geotechnical Design Report (GDR)

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- Pavement Structural Sections within Caltrans R/W – Caltrans - Materials Report (MR)

Assumptions:

- Traffic window for drilling within Caltrans right-of-way is 10PM to 5AM every day of the week, and traffic window for drilling within City of Indio, Riverside County, and within the channel is 8AM to 6PM.
- Boring depths for the bridge replacements assume the bridge foundations will be same as APS plans.
- No investigation of hazardous materials.
- No time-history or site-specific ground response analyses.
- No sound walls or non-standard retaining walls.
- Well permits are not required for Geotechnical borings.

2.6 LCCA/PAVEMENT REPORT

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

Deliverables:

- Life-Cycle Cost Analysis Report

2.7 TRANSPORTATION MANAGEMENT PLAN

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

Deliverable:

- TMP

2.8 UTILITY LOCATION VERIFICATION

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CONSULTANT will perform up to forty (40) potholes of existing utilities and prepare and distribute utility base maps to affected utilities. Pothole intervals for any high-risk utilities shall conform to the requirements of the CALTRANS Policy Manual for High and Low Risk Utilities, which requires no greater than 100 feet between pothole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.

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

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

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

Deliverables:

- Utility Pothole Location Maps and Text File
- Utility Potholes Report

2.9 SWDR

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

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objectives of the SWDR include:

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

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

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

Deliverables:

- Storm Water Data Report for PS&E

Assumptions:

- The project SWDR is expected to cover the entire project inside and outside of the Caltrans R/W.
- The Jackson Street Improvements outside the Caltrans R/W do not meet the threshold for a "Priority Project" per the Whitewater River Region WQMP Guidance, therefore preparation of a WQMP or design of Water Quality BMPs outside the Caltrans R/W are excluded from this scope of work.

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2 **2.10 FINAL HYDRAULIC REPORT**

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Assumptions:

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

- Final Hydraulic Report

TASK 3.0 UTILITIES AND RIGHT OF WAY CONSULTANTING

3.1 RIGHT OF WAY COORDINATION

CONSULTANT will coordinate with the CITY/COUNTY Right of Way Consultant that is responsible for pulling title reports, preparing deeds, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds.

CONSULTANT will be responsible for preparing all legal descriptions and exhibits. 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 up to five (5) meetings with COUNTY Right of Way Consultant to coordinate project information and needs.

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

Assumptions:

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

3.2 RIGHT OF WAY REQUIREMENTS MAP

CONSULTANT will determine right of way needs and prepare preliminary right of way requirements maps. Right of way requirements may include the need for new right of way, permanent easements, slope easements, and temporary construction easements; and will be stamped and signed by the CONSULTANT. CONSULTANT will prepare 23 property exhibits identifying improvements and right of way needs for each individual parcel overlaid on aerial photography including field photography.

Deliverables:

- Right of Way Requirements Map
- Exhibits for 23 individual parcels impacted by the project

3.3 UTILITY RELOCATION COORDINATION

CONSULTANT will coordinate and work closely with the CITY, COUNTY and utility companies to determine the need to relocate impacted lines, using CALTRANS policy for high and low-risk utilities. CONSULTANT will coordinate and attend up to ten (10) project coordination meetings with CALTRANS, CITY and utility companies, such as IID. It is assumed the utility companies will perform relocation design for their own facilities. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. Plans for any extension of utility service facilities up to the designated service point of connection will be prepared by the utility company. Any necessary interim or permanent utility relocation plans will not be part of the PS&E package developed by CONSULTANT.

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

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

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

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

- CONSULTANT shall prepare Agreements utilizing CALTRANS format and language, modified as necessary for execution by the COUNTY.
- CONSULTANT shall submit letters, notices to owner, agreements, and other documents to COUNTY and CALTRANS for reviews and approvals.
- CONSULTANT to acquire prior rights documents from utility owners and CONSULTANT shall develop prior rights exhibits showing if COUNTY/CITY has prior rights over utility companies. COUNTY will confirm/make rights determinations. CONSULTANT to develop determination letter for each utility conflict/owner.
- CONSULTANT shall comply fully with CALTRANS utility coordination procedures, as outlined in Chapter 13 of the CALTRANS Right of Way manual. CONSULTANT shall be knowledgeable in the required procedures and shall coordinate with COUNTY and CALTRANS as required.

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

For both water and electric service, CONSULTANT shall prepare a spreadsheet of the tasks required to obtain service, in accordance with the sample provided by, or as approved by, the Transportation Department, which shall be utilized as an ongoing list of action items and a dynamic record of actions completed, throughout the development of the project. The spreadsheet shall be supplemented with a map exhibit of the project footprint with the locations of all services plotted and referenced to the spreadsheet. Consultant's Project Manager shall arrange for a second qualified person to periodically review work of the consultant staff that is assigned this responsibility, and that person shall independently verify the accuracy of the information on a regular basis. The Consultant agrees that any costs that are incurred by the COUNTY resulting from incomplete or inadequate arrangements for water or electric service, including relocations or removals of existing services, will be the funding responsibility of the Consultant.

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

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

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

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

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

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

Deliverables:

- Prior rights determinations along with documentation of easement and R/W requirements associated with each utility conflict.
- Irrigation and Electrical design to show preferred service location.
- Application to water purveyor for water service point, including any and all water use calculation

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information and landscaping plans as required by Water Company.

- Obtain service address from appropriate municipality.
- Obtain approved water service plan from water purveyor.
- Application to water purveyor for water service, including coordination with account holder for signatures, payments of fees, etc.
- Service spreadsheet and exhibit as described herein.
- Plans, special provisions, and water company drawings, details and requirements for inclusion in bid package.

If new electrical service will be needed, CONSULTANT shall provide support as directed by COUNTY.

Such support includes, but is not limited to, the following responsibilities:

- Obtain approved electrical service point from the serving electric company for each service equipment enclosure to be installed, and identify requirements that the serving electric company has for the provision of service. Coordinate with electric company with respect to design issues associated with the provision of service. Coordinate with serving electric company to fulfill serving electric company requirements as appropriate, including preparation of all utility company forms and submission to COUNTY or CALTRANS for execution. Advise COUNTY of requirements that are beyond the scope of the CONSULTANT (e.g.: execution of applications for service). However, CONSULTANT is expected to provide turn-key service.
- Serving electric company shall be notified that Electrical Safety Orders clearance requirements must be met (10' radial clearance between 12kv overhead electrical facilities and signal poles and mast arms, and greater clearance for higher voltage electrical facilities). Show such clearance conflicts on the plans with construction notes.
- Submit plans indicating proposed service connection locations to serving electric company for approval (service equipment enclosure, conduit runs, riser quadrant, pole number, and connections to vaults as appropriate).
- Provide detailed load calculations to serving electric company, with a copy to the COUNTY, which provides calculations of the normal and maximum expected loads.
- Application to electric purveyor for electric service point(s), including any and all electricity use calculation information and electrical plans as required by electric company.

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- Obtain approved electric service plan from electric purveyor.
- Staging plans for relocation of electrical service meters.
- Application to electric purveyor for electric service, including coordination with account holder for signatures, payments of fees, etc.
- Plans, special provisions, and electric company drawings, details and requirements for inclusion in bid package.
- Attendance at ten (10) project utility coordination meetings

3.4 UTILITY CONFLICT MAPS

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

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

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

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

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CONSULTANT will prepare Claim Letter to Owners and distribute prepared conflict maps to affected utilities. CONSULTANT will prepare a Utility Relocation Agreement (URA) and Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA), as appropriate, for each prior right utility relocation within state right-of-way. Along with coordination from CONSULTANT, CITY and/or CALTRANS will be responsible for all negotiations with the utility companies for cost responsibility and processing the URA's for approval. URA's will also be prepared by CONSULTANT for non-prior rights utility relocations. CONSULTANT will provide coordination, recommendations and support as required.

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

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

- CONSULTANT, through COUNTY staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners.
- 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 or CALTRANS right-of-way, but may have prior rights to that of the COUNTY / CALTRANS or may have rights prescribed by Master Utility Agreements between CALTRANS and utility companies.

Deliverables:

- Claim Letter to Owner
- Requests for utility as-built plans and inventory maps.

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1 • Notices to owner and agreements to pothole including submissions to CALTRANS for encroachment
2 permits.

- 3 • Inclusion of utility information, including sub-surface engineering data, on improvement plans.
- 4 • Utility Agreements
- 5 • Joint Use Agreements and Consent to Common Use Agreements as required.
- 6 • Utility Conflict Maps
- 7 • Utility Conflict Matrix
- 8 • Preliminary Utility Relocation Cost Estimate
- 9 • Pothole Locations 3D DGN and Text Files for 40 potholes

1 3.5 UTILITY RELOCATION PLAN

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

1 **Deliverables:**

- 1 • Redlines and Comment Matrix of Utility Owner Relocation Plans

2 3.6 UTILITY RELOCATION PACKAGE

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

5 **Deliverables:**

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

1 3.7 HARD COPY BASE MAP (TO BE PERFORMED BY COUNTY)

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

Deliverables:

- COUNTY to prepare Hard Copy Base Map
- Land Net Recovery and Field Ties
- "Before Construction" Record of Survey

3.8 APPRAISAL MAPS (TO BE PERFORMED BY COUNTY)

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

Deliverables:

- Appraisal Map for six (6) parcels

3.9 FLAGGED RIGHT OF WAY (TO BE PERFORMED BY COUNTY)

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

Deliverables:

- Flagged Right of Way for twelve (12) parcels

TASK 4.0 DRAFT PS&E

4.1 ROADWAY PLANS

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

The following plans will be provided:

Sheet Type	Plan Sheet Scale	Sheets
Title Sheet	N/A	1

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1	Typical Cross Sections	Varies	8
2	Key Map Line Index / Project Controls	N/A	2
3	Layout Plans	1"=50'	7
4	Profile and Superelevation Plans	1"=50'H, 1"=5'V	15
5	Construction Details	Varies	45
6	Contour Grading Plans	1"=50'	7
7	Summary Quantities	N/A	4
8	Standard Retaining Wall Plans	1"=20'	7
9	Standard Retaining Wall Details	Varies	1
1	Total Sheets		97

Deliverables:

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

Assumptions:

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

4.2 HIGHWAY PLANTING/IRRIGATION PLANS

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

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The following plans will be provided:

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

Deliverables:

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

Assumptions:

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

4.3 SIGNING AND STRIPING PLANS

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

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

The following plans will be provided:

Sheet Type	Plan Sheet Scale	Sheets
Pavement Delineation	1"=50'	13
Pavement Delineation Details	Varies	1
Pavement Delineation Quantities	N/A	2
Signing Plans	1"=50'	12
Signing Details	Varies	12
Signing Quantities	N/A	12
Total Sheets		52

Deliverables:

- 65% Pavement Delineation Plans
- 65% Pavement Delineation Details
- 65% Pavement Delineation Quantities
- 65% Sign Plans
- 65% Sign Details
- 65% Sign Quantities

4.4 STAGE CONSTRUCTION PLANS

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

- Identification of proposed facility/lane closures and work zone areas per stage.
- Temporary signing and striping per stage
- Location and limits of k-rail and crash cushions per stage.

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- Detour routes for each closure 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:

Sheet Type	Plan Sheet Scale	Sheets
Construction Area Signs	N/A	1
Motorist Information Plans	N/A	6
Stage Construction Plans	1"=250'	5
Traffic Handling Plans	1"=50'	40
Traffic Handling Details	Varies	4
Traffic Handling Quantities	N/A	4
Detour Construction Plans	1"=50'	6
Detour Construction Quantities	N/A	2
Total Sheets		68

Deliverables:

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

4.5 ELECTRICAL PLANS

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

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

Requirements for electrical service will be coordinated with the local electric utility owner. CONSULTANT will

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

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

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

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

The following plans will be provided:

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

Deliverables:

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

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- 65% Electrical – Ramp Metering Plans & Details

4.6 UTILITY PLANS

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

The following plans will be provided:

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

Deliverables:

- 65% Utility Plans

4.7 DRAINAGE PLANS

CONSULTANT will prepare 65% level drainage plans, profiles, and quantities based on the drainage report for the I-10 /Jackson Street Interchange. To address storm water quality (NPDES & CALTRANS) requirements, consultant shall update the existing SWDR completed for the Project Report phase. The drainage, SWDR, and temporary water pollution control will be prepared in accordance with CALTRANS Standard Drainage Plans and Quantity Sheets guidance.

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

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CITY/COUNTY to incorporate into the project design and construction.

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

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

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

The following plans will be provided:

Sheet Type	Plan Sheet Scale	Sheets
Drainage Plan	1"=50'	7
Drainage Profile	1"-20'H, 1"=5'V	6
Drainage Details	Varies	10
Drainage Quantities	N/A	14
Water Pollution Control	1"=50'	7
Water Pollution Control Quantities Sheet	1"=50'	1
Channel Improvement Plans	1"=50'	4
Total Sheets		49

Deliverables:

- 65% Drainage Plans
- 65% Drainage Profiles
- 65% Drainage Details

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- 65% Drainage Quantities
- 65% Water Pollution Control Plans
- 65% Channel Improvement Plans

Assumptions:

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

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

4.8 SPECIFICATIONS

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

The following technical unedited special provisions will be provided:

- 230.35.05 Roadway Specifications
- 230.35.10 Highway Planting Specifications
- 230.35.15 Traffic Specifications
- 230.35.20 Electrical Specifications
- 230.35.25 Utility Specifications
- 230.35.30 Drainage Specifications

Deliverables:

- 65% Roadway Specifications
- 65% Highway Planting Specifications
- 65% Traffic Specifications
- 65% Stage Construction/Traffic Handling Specifications
- 65% Electrical Specifications
- 65% Utility Specifications
- 65% Drainage Specifications

4.9 ESTIMATES

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

The following quantities and estimates will be provided:

- Roadway Quantities and Estimates
- Highway Planting Quantities and Estimates
- Drainage Quantities and Estimates
- Traffic Quantities and Estimates
- Electrical Quantities and Estimates
- Utility Quantities and Estimates

Deliverables:

- 65% Roadway Quantities and Estimates
- 65% Highway Planting Quantities and Estimates
- 65% Drainage Quantities and Estimates
- 65% Traffic Quantities and Estimates
- 65% Traffic Handling Quantities and Estimates
- 65% Electrical Quantities and Estimates
- 65% Utility Quantities and Estimates

TASK 5.0 MITIGATE ENVIRONMENTAL IMPACTS

5.1 NATURAL RESOURCES AND REGULATORY SERVICES

Section 401 Water Quality Certification Application

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

- Cover Letter: The letter will be on CONSULTANT letterhead and introduce the project and define the

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complete submittal package.

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

Section 404 Nationwide Permit Pre-Construction Notification

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

- **Cover Letter:** The letter will be on CONSULTANT letterhead and introduce the project and define the

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complete submittal package.

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

Section 1602 Lake or Streambed Alteration Agreement Notification

CONSULTANT will prepare a Section 1602 LSAA Notification package for the CDFW pursuant to the CFGC.

The Section 1602 LSAA Notification package will include the following:

- Cover Letter: The letter will be on CONSULTANT letterhead and introduce the project and define the complete submittal package.
- Notification Form FG2023: The most recent CDFW Notification form (FG2023) will be utilized. A separate attachment may be included to ensure that the complete project description and necessary detail for improvements within jurisdictional areas is provided.
- Other Regulatory Applications: Copies of the Section 404 NWP Pre-Construction Notification and the Section 401 WQC Application will be included.
- Site Plans, Figures, and Photographs: Copies of applicable site plans, figures, and photographs will be included to illustrate key project features and help clarify written text.
- Environmental Documentation: The environmental documentation section will include, but not be limited to, the NES(MI), Jurisdictional Delineation Report, focused survey reports, and CEQA document, as available.
- CD of Electronic Files: A CD containing electronic files will be submitted with the Section 1602 LSAA Notification package.

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- Notification Fee: The notification fee will be based on the CDFW's current Lake and Streambed Alteration Agreement Fee Schedule. Payment of the notification fee will be provided by the City of Indio and submitted to CDFW with the final Section 1602 LSAA Notification package.

Regulatory Permit Processing

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

Deliverables:

- Section 401 Water Quality Certification Application
- Section 404 Nationwide Permit Pre-Construction Notification
- Section 1602 Lake or Streambed Alteration Agreement Notification
- Paleontological Mitigation Plan

Assumptions:

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

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and Monitoring Plan (HMMP).

5.2 DESIGN MITIGATION COMPLIANCE

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

Deliverables:

- Record of Design Mitigation Compliance

Assumptions:

- No additional environmental studies or documentation, beyond that prepared during the PA/ED phase, will be required for this task.

- No comments will be received on the Records of Design Mitigation Compliance.

5.3 UPDATE ECR

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

Deliverables:

- Updated Environmental Commitments Record

5.4 ENVIRONMENTAL REVALIDATION

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

TASK 6.0 STRUCTURES UNCHECKED DETAILS (65%)

6.1 TYPE SELECTION REPORT AND MEETING

CONSULTANT will prepare a Structure Type Selection Report for the replacements of the Jackson Street Overcrossing (Br. No. 56-0611) and the Jackson Street Bridge over Coachella Valley Stormwater Channel (Br. No. 56-0083). The Type Selection Reports will comply with the most current CALTRANS guidelines, including, but not limited to: Bridge Memos to Designers, Structure Technical Policies, Seismic Design Criteria, California Amendments to AASHTO LRFD Bridge Design Specifications.

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The Type Selection Reports will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and staging. In addition, CONSULTANT shall develop General Plan construction cost estimates. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

PARSONS will provide a peer review of each Type Selection Report and General Plan Estimate.

CONSULTANT shall submit Jackson Street OC (Replace) Type Selection documents to the CALTRANS Office of Special Funded Projects (OSFP) for review and approval.

CONSULTANT shall submit Jackson Street Bridge over Coachella Valley Stormwater Channel (Replace) Type Selection documents to the CITY and COUNTY for review and approval.

CONSULTANT will schedule and attend a Type Selection review meeting with CALTRANS Headquarters to finalize structure and foundation types, seismic design, aesthetics, and traffic handling plans for Jackson Street OC (Replace). CONSULTANT will summarize and submit meeting proceedings to the liaison engineer for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- (2) Type Selection Reports

6.2 STRUCTURE PLANS

CONSULTANT will prepare structure plans and details for each bridge.

Structure design will be in accordance with AASHTO LRFD Bridge Design Specifications with California Amendments, CALTRANS Seismic Design Criteria, Bridge Memos to Designers, Structure Technical Policies, and Bridge Design Details. Details and construction specifications will be prepared in accordance with CALTRANS Standard Plans, Standard Specifications, and Standard Special Provisions.

The assumed bridge baseline alternative for each bridge is a replacement of the existing bridge with a cast-in-place post-tensioned box girder bridge. It is assumed that a robust architectural plan will accompany the bridge design for Jackson Street OC (Replace).

Jackson Street OC (Replace) – Anticipated Sheet Count:

Sheet Type	Sheets
General Plan	1

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1	Construction Staging	1
2	Index to Plans	1
3	Deck Contours	1
4	Foundation Plan	1
5	Abutment Layout	2
6	Abutment Pile Layout	1
7	Abutment Details	4
8	Wingwall Layout	1
9	Bent Layout	1
1	Bent Details	2
0	Typical Sections	2
1	Girder Layout	1
1	Girder Reinforcement	1
1	Utility Details	1
2	Joint Seal Assembly	1
1	Joint Armor for Pedestrian Walkways	1
3	Structure Approach	1
1	Structure Approach Drainage Details	1
4	Slope Paving	2
1	Bridge Mounted Signs & Lighting	1
5	Railing Details	2
1	Architectural Details	9
6	Miscellaneous Details	2
1	Log of Test Borings	4
7	Total Sheets	45

Jackson Street Bridge over Coachella Valley Stormwater Channel – Anticipated Sheet Count:

1	Sheet Type	Sheets
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I-10/Jackson Street Interchange Project

1	General Plan	1
2	Construction Staging	1
3	Index to Plans	1
4	Deck Contours	1
5	Foundation Plan	1
6	Abutment Layout	2
7	Abutment Pile Layout	1
8	Abutment Details	4
9	Wingwall Layout	1
1	Bent Layout	2
0	Bent Details	4
1	Typical Section	2
1	Girder Layout	2
1	Girder Reinforcement	2
2	Utility Details	1
1	Joint Seal Assembly	1
3	Joint Armor for Pedestrian Walkways	1
1	Structure Approach	1
4	Structure Approach Drainage Details	1
1	Miscellaneous Details	2
5	Architectural Details	3
1	Log of Test Borings	4
6	Total Sheets	39

Deliverables:

- 65% Structure Plans (Unchecked Details)

TASK 7.0 STRUCTURES INITIAL PS&E (95%)

7.1 UPDATE STRUCTURE PLANS

I-10/Jackson Street Interchange Project

CONSULTANT will update Structures Plans based on comments received from reviews provided by CALTRANS, CITY, AND COUNTY on the 65% Unchecked Details structure submittals.

For each bridge, an Independent Check design will be performed by PARSONS. Any significant differences between the initial design and the independent check will immediately be resolved between designer and checker until substantial agreement on the final design is achieved. Any required changes will be made to the design and construction documents.

CONSULTANT will submit the checked PS&E documents for review.

Deliverables:

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

7.2 STRUCTURES SPECIAL PROVISIONS

CONSULTANT will prepare Structure Special Provisions (SSP's) for each bridge in conformance with the CALTRANS Ready to List and Construction Contract Award Guide (RTL GUIDE), Standard Plans, and Standard Specifications. CONSULTANT shall also prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the CALTRANS Standard Special Provisions. PARSONS will provide a peer review of Structure Special Provisions.

Deliverables:

- Structure Special Provisions (Initial PS&E)

7.3 STRUCTURES ESTIMATES

CONSULTANT will prepare quantity calculations for each bridge, following CALTRANS construction bid items identified by the structures special provisions engineer. PARSONS will prepare an independent set of quantity calculations. The two sets will be reconciled by the respective engineers and the resulting item quantities will be summarized. Based on the final quantities, the construction cost estimates will be updated for each bridge.

Deliverables:

- Quantity Calculations (Initial PS&E)

I-10/Jackson Street Interchange Project

- Independent Check Quantity Calculations (Initial PS&E)

TASK 8.0 UPDATE PS&E (95%)

8.1 UPDATE ROADWAY PLANS

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

Deliverables:

- 95% Roadway Plans

8.2 UPDATE HIGHWAY PLANTING/IRRIGATION PLANS

CONSULTANT will update Highway Planting/Irrigation Plans based on comments received from reviews provided by CALTRANS, CITY AND COUNTY and updated information after the 65% submittal for Jackson Street Interchange.

Deliverables:

- 95% Highway Planting/Irrigation Plans

8.3 UPDATE SIGNING AND STRIPING PLANS

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

Deliverables:

- 95% Signing and Striping Plans

8.4 UPDATE STAGE CONSTRUCTION PLANS

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

Deliverables:

- 95% Stage Construction Plans

8.5 UPDATE ELECTRICAL PLANS

I-10/Jackson Street Interchange Project

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

Deliverables:

- 95% Electrical Plans

8.6 UPDATE UTILITY PLANS

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

Deliverables:

- 95% Utility Plans

8.7 UPDATE DRAINAGE PLANS

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

Deliverables:

- 95% Drainage Plans

8.8 UPDATE SPECIFICATIONS

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

Deliverables:

- 95% Specifications

8.9 UPDATE ESTIMATES

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

Deliverables:

- 95% Estimates

TASK 9.0 UPDATE PS&E (100%)

9.1 UPDATE PLANS

I-10/Jackson Street Interchange Project

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

Deliverables:

- 100% PS&E Plans

9.2 UPDATE SPECIFICATIONS

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

Deliverables:

- 100% Specifications

9.3 UPDATE ESTIMATES

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

Deliverables:

- 100% Estimates

9.4 STRUCTURES INTERMEDIATE PS&E (100%)

CONSULTANT will address comments and update Structure Plans, Special Provisions, and Cost Estimates based on comments received from reviews provided by CALTRANS, CITY, AND COUNTY on the 95% Initial PS&E structure submittals.

CONSULTANT will prepare the Intermediate PS&E package for each bridge for inclusion in the Ready to List (RTL) bid package.

Deliverables:

- 100% Structure Plans (Intermediate PS&E)
- Revised Structure Design Calculations (if required)
- Revised Structure Independent Check Calculations (if required)
- 100% Structure Special Provisions (Intermediate PS&E)
- 100% Quantity Calculations and Cost Estimates (Intermediate PS&E)

9.5 FINAL STRUCTURES PS&E

I-10/Jackson Street Interchange Project

CONSULTANT will obtain Caltrans OSFP approval and signatures on the structure plans for each bridge.

Deliverables:

- CALTRANS approved Structure Plans (Final PS&E)

9.6 SURVEY FILE (TO BE PERFORMED BY COUNTY)

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

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

Deliverables:

- Survey File
- Recorded Record of Survey

9.7 RE FILE

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

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Traffic Management Plan and supplements
- Material Handouts
- Storm Water Data Report

I-10/Jackson Street Interchange Project

- Right-of-Way Maps & Agreements
- List of Project Personnel
- Cooperative Agreements
- Bridge 4-scale drawings
- Bid Item Quantity take-off and estimates

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

Deliverables:

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

C. PHASE III SERVICES

TASK 1.0 CONTRACT/BID SUPPORT

1.1 CONTRACT/BID SUPPORT

CONSULTANT will coordinate with COUNTY to prepare final bid documents and contract ready for advertising.

CONSULTANT will provide information to prepare final bid documents ready for advertising, including preparing any bid addenda to project documents

CONSULTANT to provide one full size plan set of mylars.

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

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

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

D. PHASE IV SERVICES

TASK 1.0 CONSTRUCTION SUPPORT

1.1 CONSTRUCTION SUPPORT

CONSULTANT will attend the pre-construction meeting and support all phases of construction until closeout

I-10/Jackson Street Interchange Project

1 and final acceptance.

2 When requested by COUNTY, CONSULTANT will review submittals and shop drawings. The review of shop
3 drawings shall include tieback wall working drawing submittals, construction contractor's submittals for
4 substitutions, construction contractor's alternative construction approval, structural steel layout for structures,
5 and others as required by the Resident Engineer. The shop drawing scope assumes one review of each
6 submittal and one back check of re-submittals. Incomplete submittals will not be accepted for initial reviews.
7 Multiple reviews of re-submittals that do not adequately address the initial review comments are not included.
8 CONSULTANT will visit the job site as requested by COUNTY. This task does not include regular attendance
9 at any construction meetings.

1 CONSULTANT will provide design files as needed for contractor Automated Machine Guidance inputs during
0 construction.

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

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

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

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

5 Deliverables:

- 1 • Shop Drawing Reviews
- 6 • Final Record Drawings (As-Built Drawings)
- 1 • Automated Machine Guidance Support Files

7 1.2 SHOP DRAWING AND SUBMITTAL REVIEW

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

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

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

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. PHASES

This contract is divided into the following 3 milestones/phases:

Phase II: Plans, Specifications & Estimates

Phase III: Bid Support

Phase IV: Construction Support

B. SCHEDULE OF SERVICES

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

II. Plans, Specifications & Estimates	April 2022 – April 2024
III. Bid Support	April 2024 – December 2024
IV. Construction Support	February 2025 – February 2028

C. SUBMITTALS

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

D. TIME EXTENSIONS

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

1 to deny CONSULTANT of any available civil legal remedies in the event of a dispute

2 **E. FINAL ACCEPTANCE**

3 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give
4 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder
5 unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after
6 the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment
7 regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within
8 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS
9 AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion,
10 it has satisfactorily completed all covenants as stipulated in this contract.

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ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

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

ARTICLE CII • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

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

1. Direct Salary Costs

Direct Salary Costs are the base salaries and wages actually paid to the CONSULTANT's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Cost Proposal Worksheets included in ARTICLE CVI • COST PROPOSAL. CONSULTANT may request adjustments to individual salary rates on an annual basis. Salary rate increases during the term of the agreement may not exceed a total of 3% of the direct labor budget. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

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

PAYROLL ADDITIVES42.77 %

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

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 \$372,936.39.
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month and shall be included on each monthly invoice.

C. OTHER DIRECT EXPENSES

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

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit	Budget
Travel/Mileage	\$0.575	Miles	\$287.50
Field Supplies	\$100.00	LS	\$100.00
Printing/Mailing	\$500.00	LS	\$500.00
Plan Checking	\$25,000.00	LS	\$25,000.00
Potholing	\$1,000.00	Hole	\$40,000.00
Paleo Mitigation Plan	\$10,000.00	LS	\$10,000.00

D. OUTSIDE SERVICES

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

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

3 **A. PREMIUM OVERTIME**

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

7 **B. SALARY RATES**

8 CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All
9 adjustments to rates shall be subject to approval by the COUNTY Director of Transportation, or his designee.

10 POSITION OR CLASSIFICATION HOURLY RATES

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12	Project Manager	\$120.00	hour
13	Structural Engineer	\$90.00	hour
14	Technical Manager	\$90.00	hour
15	Senior Engineer	\$65.00	hour
16	Project Engineer	\$55.00	hour
17	Landscape Architect	\$67.00	hour
18	Regulatory Specialist	\$50.00	hour
19	Senior Surveyor	\$67.00	hour
20	Structures Drafter	\$60.00	hour
21	Senior Survey Technician	\$45.00	hour
22	Survey Technician	\$36.00	hour
23	Design Engineer	\$45.00	hour
24	Environmental Analyst	\$45.00	hour
25	Designer/Planner/Regulatory Analyst	\$40.00	hour
26	2 Person Crew	\$108.00	hour
27	Utility Coordinator	\$50.00	hour
28	Design Technician	\$35.00	hour

CADD Designer	\$30.00	hour
Assistant Engineer/Planner	\$25.00	hour
Project Controls	\$38.00	hour
Administrative	\$25.00	hour

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

C. MINIMUM RATES

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

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

ARTICLE CIV • INVOICING

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

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the County Contract Administrator.
2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in

1 Attachment B, Schedule of Services, shall be listed separately. The charges for each individual
2 assigned under this Agreement shall be listed separately.

3 3. Each invoice shall bear a certification signed by the CONSULTANT's Project Manager or an officer of
4 the firm which reads as follows:

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

7 **ARTICLE CV • PAYMENT**

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

10 **ARTICLE CVI • COST PROPOSAL**

11 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will
12 serve as a guideline and reference document during the execution of this contract. The total amount of the contract
13 is not to exceed \$4,912,861.38 plus a 10% contingency of \$491,286.14. Reimbursement is to be made at actual
14 cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above. In the event a
15 contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that
16 may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of
17 the COUNTY's Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator
18 in the form of an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual.
19 Contingency budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

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I-10/Jackson PS&E Fee Proposal Summary

March 30, 2022

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
Michael Baker International, Inc. Prime		\$ 3,909,530.56	\$ 22,753.28	\$ 245,903.97	\$ 4,178,187.81
Parsons Independent Check		\$ 264,168.25			\$ 264,168.25
EMI Geotechnical		\$ 470,505.32			\$ 470,505.32
TOTAL		\$ 4,644,204.13	\$ 22,753.28	\$ 245,903.97	\$ 4,912,861.38

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

FEE PROPOSAL WORKSHEET

COMPANY Michael Baker International, Inc.	SCOPE OF WORK Project Summary	PHASE All Phases
PROJECT I-10/Jackson PS&E		DATE March 30, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brandon Reyes	Project Manager	652	@	\$105.00	\$68,460.00
	Environmental Lead			\$91.73	
Kyle Turner	Structural Engineer	3,916	@	\$70.00	\$274,120.00
Brad Losey	Technical Manager	1,745	@	\$90.00	\$157,050.00
	Senior Engineer	1,731	@	\$65.00	\$112,515.00
	Project Engineer	3,378	@	\$55.00	\$185,790.00
	Landscape Architect	270	@	\$67.00	\$18,090.00
	Regulatory Specialist	60	@	\$50.00	\$3,000.00
	Senior Surveyor	204	@	\$67.00	\$13,668.00
	Structures Drafter	1,904	@	\$60.00	\$114,240.00
	Senior Survey Technician	576	@	\$45.00	\$25,920.00
	Survey Technician	292	@	\$36.00	\$10,512.00
Eugenia, Sannisha, Jose, Frank, Jeff	Design Engineer	2,580	@	\$45.00	\$116,100.00
	Environmental Analyst	24	@	\$45.00	\$1,080.00
	Designer/Planner/Regulatory Analyst	3,191	@	\$40.00	\$127,640.00
	2 Person Crew	258	@	\$108.00	\$27,864.00
	Utility Coordinator	493	@	\$50.00	\$24,650.00
	Design Technician	1,920	@	\$35.00	\$67,200.00
	CADD Designer	2,524	@	\$30.00	\$75,716.69
	Asst. Engineer/Planner	829	@	\$25.00	\$20,725.00
	Project Controls	96	@	\$38.00	\$3,648.00
	Administrative	496	@	\$25.00	\$12,400.00
		TOTAL HOURS:			27,139
				TOTAL AMOUNT:	\$1,460,388.69

MULTIPLIERS

ESCALATION @	3.00%	(Rates Vary by Phase)	\$43,811.66
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$1,581,817.08
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$643,346.49
PROFIT (FIXED FEE)	10.0%		\$372,936.39
TOTAL MULTIPLIERS:			\$2,641,911.62

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	500	Miles	@	\$0.575	\$287.50
Field Supplies	1	LS	@	\$100.000	\$100.00
Printing/Mailing	1	LS	@	\$500.000	\$500.00
Plan Checking (CVWD and various agencies)	1	LS	@	\$25,000.000	\$25,000.00
Potholing	40	Hole	@	\$1,000.000	\$40,000.00
Paleo Mitigation Plan (Sub)	1	LS	@	\$10,000.000	\$10,000.00
TOTAL ODC'S					\$75,887.50

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Parsons	\$107,519.24	\$156,119.01	\$530.00	\$264,168.25
EMI	\$102,279.00	\$218,883.20	\$149,343.12	\$470,505.32

TOTAL SUBCONSULTANT SERVICES \$734,673.57

GRAND TOTAL \$4,912,861.38

FEE PROPOSAL WORKSHEET

COMPANY: Michael Baker International, Inc.	SCOPE OF WORK: Plans, Specs & Estimates	PHASE: Phase II
PROJECT: I-10/Jackson PS&E		DATE: March 30, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brandon Reyes	Project Manager	532	@	\$105.00	\$55,860.00
	Environmental Lead			\$91.73	
Kyle Turner	Structural Engineer	3,766	@	\$70.00	\$263,620.00
Brad Losey	Technical Manager	1,745	@	\$90.00	\$157,050.00
	Senior Engineer	1,731	@	\$65.00	\$112,515.00
	Project Engineer	3,038	@	\$55.00	\$167,090.00
	Landscape Architect	210	@	\$67.00	\$14,070.00
	Regulatory Specialist	60	@	\$50.00	\$3,000.00
	Senior Surveyor	204	@	\$67.00	\$13,668.00
	Structures Drafter	1,904	@	\$60.00	\$114,240.00
	Senior Survey Technician	576	@	\$45.00	\$25,920.00
	Survey Technician	292	@	\$36.00	\$10,512.00
	Design Engineer	2,220	@	\$45.00	\$99,900.00
	Environmental Analyst	24	@	\$45.00	\$1,080.00
	Designer/Planner/Regulatory Analyst	3,143	@	\$40.00	\$125,720.00
	2 Person Crew	258	@	\$108.00	\$27,864.00
	Utility Coordinator	493	@	\$50.00	\$24,650.00
	Design Technician	1,425	@	\$35.00	\$49,875.00
	CADD Designer	2,524	@	\$30.00	\$75,716.69
	Asst. Engineer/Planner	334	@	\$25.00	\$8,350.00
	Project Controls	96	@	\$38.00	\$3,648.00
	Administrative	416	@	\$25.00	\$10,400.00
		TOTAL HOURS:			24,991
				TOTAL AMOUNT:	\$1,364,748.69

MULTIPLIERS

ESCALATION @	3.00%	(of Direct Labor)	\$40,942.46
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$1,478,224.81
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$601,214.10
PROFIT (FIXED FEE)	10.0%		\$348,513.01
			TOTAL MULTIPLIERS:
			\$2,468,894.38

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	500	Miles	@	\$0.575	\$287.50
Field Supplies	1	LS	@	\$100.00	\$100.00
Printing/Mailing	1	LS	@	\$500.00	\$500.00
Plan Checking (CVWD and various agencies)	1	LS	@	\$25,000.00	\$25,000.00
Potholing	20	Hole	@	\$1,200.00	\$40,000.00
Paleo Mitigation Plan (Sub)	1	LS	@	\$10,000.00	\$10,000.00
					TOTAL ODC'S:
					\$75,887.50

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Parsons	\$107,519.24	\$156,119.01	\$530.00	\$264,168.25
EMI	\$102,279.00	\$218,883.20	\$149,343.12	\$470,505.32
				TOTAL SUBCONSULTANT SERVICES:
				\$734,673.57

TOTAL \$4,644,204.13

FEE PROPOSAL WORKSHEET

COMPANY: Michael Baker International, Inc.	SCOPE OF WORK: Bid Support	PHASE: Phase III
PROJECT: I-10/Jackson PS&E	DATE: March 30, 2022	

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Brandon Reyes	Project Manager	40	@ \$105.00	\$4,200.00
	Environmental Lead		\$91.73	
Kyle Turner	Structural Engineer	40	@ \$90.00	\$2,200.00
	Technical Manager		\$65.00	
Brad Losey	Senior Engineer	20	@ \$55.00	\$700.00
	Project Engineer		\$67.00	
	Landscape Architect		\$50.00	
	Regulatory Specialist		\$67.00	
	Senior Surveyor		\$60.00	
	Structures Drafter		\$45.00	
	Senior Survey Technician		\$36.00	
	Survey Technician		\$45.00	
	Design Engineer		\$45.00	
	Environmental Analyst		\$40.00	
	Designer/Planner/Regulatory Analyst		\$108.00	
	2 Person Crew		\$50.00	
	Utility Coordinator		\$35.00	
	Design Technician		\$30.00	
	CADD Designer		\$25.00	
	Asst. Engineer/Planner		\$38.00	
Project Controls	\$25.00			
Administrative				
TOTAL HOURS:		140	TOTAL AMOUNT:	\$8,100.00

MULTIPLIERS

ESCALATION @	3.00%	(of Direct Labor)	\$243.00
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$8,773.50
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$3,568.30
PROFIT (FIXED FEE)	10.0%		\$2,068.48
TOTAL MULTIPLIERS:			\$14,653.28

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT

TOTAL ODC'S:

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Parsons				
EMI				
TOTAL SUBCONSULTANT SERVICES:				

TOTAL SUBCONSULTANT SERVICES:

TOTAL \$22,753.28

COMPANY	PROJECT OF WORK	Phase
Michael Baker International, Inc.	Bid Support	Phase III
PROJECT	DATE	
19 Jackson PS&E	March 30, 2022	

TASK DESCRIPTION	PROJECT										Total Manhours					
	1000000	1000001	1000002	1000003	1000004	1000005	1000006	1000007	1000008	1000009						
Task 1.0 - Contracts/Bid Support											20	20	20	140	\$	22,081
1.1 Contract/Bid Support											20	20	20	140	\$	22,081
														140	\$	22,081

COMPANY Michael Baker International, Inc. PROJECT I-19/Jackson PS&E	SCOPE OF WORK Construction Support	PHASE Phase IV DATE March 30, 2022
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TASK DESCRIPTION	PHYSICAL	CONSTRUCTION	OPERATIONS	MAINTENANCE	TRAINING	COMMISSIONING	START-UP	OPERATIONAL	TECHNICAL	OTHER	TOTAL	UNIT PRICE	TOTAL COST
Total Manhours	80	150	300	60			360	48	475	475	60	2,008	
Task 4.0 - Construction Support	80	150	300	60			360	48	475	475	60	2,008	\$ 238,742
4.1 Construction Support	80	150	300	60			360	48	475	475	60	2,008	\$ 238,742
												2,008	\$ 238,742

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Parsons Transportation Group, Inc.	SCOPE OF WORK Structures	PHASE: Phase II
PROJECT: I-10/Jackson Street Improvements		DATE: March 30, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mike Roberts	Project Manager	36	@ \$111.64	\$4,019.04
Kevin Michalski	Structure Lead	80	@ \$112.76	\$9,020.80
Casey Weber	Structure Principal Engineer	280	@ \$83.96	\$23,508.80
Adam Douglass	Structure Senior Engineer	560	@ \$66.25	\$37,100.00
Melvin Principe	Structure Senior Engineer	460	@ \$55.26	\$25,419.60
Lauren Laing	Structures Engineer	180	@ \$46.95	\$8,451.00

TOTAL HOURS **1,596** TOTAL DIRECT LABOR **\$107,519.24**

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	74.07% (of Direct Labor + Escalation)	\$79,639.50
PAYROLL ADDITIVES @	48.84% (of Direct Labor + Escalation)	\$52,512.40
PROFIT (FIXED FEE)	10.0%	\$23,967.11
TOTAL MULTIPLIERS		\$156,119.01

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel/Mileage	500	Mile	@ \$0.56	\$280.00
Reproductions	1	LS	@ \$250.00	\$250.00

TOTAL ODC'S **\$530.00**

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY		
COMPANY: Parsons Transportation Group, Inc.	SCOPE OF WORK: Structures	PHASE: Phase II
PROJECT: I-10/Jackson Street Improvements		DATE: March 30, 2022

TASK	PROJECT MANAGER	STRUCTURE LEAD	STRUCTURE PRINCIPAL ENGINEER	STRUCTURE SENIOR ENGINEER	STRUCTURE SENIOR ENGINEER	STRUCTURE ENGINEER	HOURS
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\$273.74 \$276.48 \$285.07 \$162.45 \$135.50 \$115.12

PHASE TOTALS	36	80	280	560	460	180	1,596
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PHASE I							
PHASE II	36	80	280	560	460	180	1,596
PHASE III							
PHASE IV							

FEE PROPOSAL WORKSHEET		
COMPANY Earth Mechanics, Inc.	SCOPE OF WORK GDR, MR, and 2 FRs	PHASE Phase II
PROJECT I-10/Jackson PS&E		DATE March 30, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
	Principal	210	@ \$93.00	\$19,530.00
	Senior Engineer	400	@ \$61.40	\$24,560.00
	Sr. Project Geologist	250	@ \$55.10	\$13,775.00
	Project Engineer	480	@ \$46.30	\$22,224.00
	Senior Technician	180	@ \$47.50	\$8,550.00
	Sr. Staff Engineer	200	@ \$46.10	\$9,220.00
	Staff Engineer	130	@ \$34.00	\$4,420.00
		TOTAL HOURS	1,850	TOTAL AMOUNT
				\$102,279.00

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	185.46% (of Direct Labor + Escalation)	\$189,686.63
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$29,196.56
TOTAL MULTIPLIERS		\$218,883.20

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel/Mileage	10672	Miles @	\$0.585	\$6,243.12
Drill Rig Rental (night)	12	Night @	\$4,100.000	\$49,200.00
Drill Rig Rental (day)	15	Day @	\$3,600.000	\$54,000.00
Traffic Control Rentals	14	Day @	\$1,550.000	\$21,700.00
Traffic Control Plans	2	EA @	\$250.000	\$500.00
R-value test	16	EA @	\$240.000	\$3,840.00
Soil Cutting Contaminants Testing	11	EA @	\$210.000	\$2,310.00
Soil Cutting (drums) Disposal	55	EA @	\$210.000	\$11,550.00

TOTAL ODC'S **\$149,343.12**

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL

TOTAL SUBCONSULTANT SERVICES

MANHOUR WORKSHEET

COMPANY: Earth Mechanics, Inc.	SCOPE OF WORK: Manhour Summary	PHASE: All Phases
PROJECT: I-10/Jackson PS&E		DATE: March 30, 2022

TASK	PRINCIPAL	SENIOR ENGINEER	SR. PROJECT GEOLOGIST	PROJECT ENGINEER	SENIOR TECHNICIAN	SR. STAFF ENGINEER	STAFF ENGINEER	HOURS	(Top & Bottom) HOURS
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\$292.03 \$192.00 \$173.02 \$145.38 \$109.19 \$144.76 \$106.76

PHASE TOTALS	210	400	250	480	180	200	130	1,850	1,850
PHASE II	210	400	250	480	180	200	130	1,850	

MANHOUR WORKSHEET		
COMPANY: Earth Mechanics, Inc.	SCOPE OF WORK: Plans, Specs & Estimates	PHASE: Phase II
PROJECT: I-10/Jackson PS&E		DATE: March 30, 2022

TASK DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	SR. PROJECT GEOLOGIST	PROJECT ENGINEER	SENIOR TECHNICIAN	SR. STAFF ENGINEER	STAFF ENGINEER					HOURS	COST

Total Manhours:	210	400	250	480	180	200	130					1,850	
Task 2.0 - Field Research and Reporting	210	400	250	480	180	200	130					1,850	\$ 321,162
2.5 Geotechnical Report	210	400	250	480	180	200	130					1,850	\$ 321,162
												1,850	\$ 321,162