

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



**ITEM: 3.44  
(ID # 19097)**

**MEETING DATE:**  
Tuesday, June 07, 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 a Project Initiation Document: Project Study Report - Project Development Support for proposed improvements to the I-215 / Ethanac Road Interchange. District 5. [\$338,423 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 a Project Initiation Document: Project Study Report - Project Development Support (PSR-PDS) for proposed improvements to the I-215 / Ethanac Road Interchange; 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 sum total of ten percent (10%) of the cost of the contract.


**ACTION:Policy**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** June 7, 2022  
**xc:** TLMA-Transportation

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 38,423	\$ 300,000	\$ 338,423	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Riverside County Transportation Commission (RCTC) (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 21/22 - 23/24	

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

**BACKGROUND:**

**Summary**

The Ethanac Road Interchange is located on I-215 between McCall Boulevard to the south and State Route 74 (SR-74) to the north in the City of Perris. 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. Constructing improvements to the Ethanac Road interchange will address existing deficiencies and accommodate future growth and development.

In 2020, the County of Riverside Transportation Department (County) in cooperation with Riverside County Transportation Commission (RCTC) and the Cities of Lake Elsinore, Menifee, and Perris completed a planning study of the Ethanac Road/SR-74/Nichols Road Corridor (now referred to as the Ethanac Expressway) between I-15 and I-215. Ethanac Expressway connects the Cities of Lake Elsinore, Menifee, Perris, Hemet, and San Jacinto and is planned to function as a primary east-west, non-freeway arterial route that will provide connectivity between I-15 and I-215. Ethanac Expressway would involve various improvements including a bridge crossing, new roadway to fill missing links, grade separation, and interchange improvements. The results of the corridor study prioritized improvements at the I-215 / Ethanac Road interchange.

The City of Perris (City) in cooperation with the California Department of Transportation (Caltrans) are proposing to improve the existing I-215 / Ethanac Road interchange. Interchange improvements will be identified through the preparation of the PSR-PDS.

The interchange is located within the jurisdictional boundaries of the City. The County Transportation Department has extensive experience in the development and implementation of Interchange projects. The City has agreed to support the County as the lead agency in the development and implementation of the Project in part due to the experience and expertise of the County.

On March 7, 2017, Michael Baker International, Inc. (MBI) was selected through an engineering service agreement (Board of Supervisors Agenda Item No. 3.60) to prepare the corridor

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

planning study for Ethanac Expressway and completed the study in 2020. Based on their performance on the corridor study and terms of the agreement, MBI has been selected again to provide engineering services to complete the PSR-PDS for the I-215 / Ethanac Road Interchange Project. Preparation of the PSR-PDS is a necessary step to prepare the project for the next preliminary engineering and environmental phase.

The detailed scope, proposed schedule, and negotiated fee for performing the consultant services for the project are provided in Attachments "A", "B", and "C" respectively.

A cooperative agreement between Caltrans and the County will be going to the County Board of Supervisors (BOS) for approval on the same agenda as this consultant services agreement. The cooperative agreement between Caltrans and the County will assign responsibilities, designate funding obligations, and authorize work to complete the PSR-PDS.

I-215 / Ethanac Road Interchange Project Number: D2-0061

**Impact on Citizens and Businesses**

The proposed improvements will improve safety and enhance operational efficiency for local, regional, and interregional traveling motorists.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The consultant's proposed fee for preparing the PSR-PDS is \$338,422.85. The department is requesting that the Board approve a 10% contingency of \$33,842.29, which is to be used only with prior written approval from the County's contract administrator. The proposed consulting services fee is reasonable and in line with recent County projects of similar scope and fee.

On January 17, 2017 (Agenda Item No. 3.38), the BOS approved an agreement between the County and RCTC using Regional Measure A Western County funds for the new corridor improvement study of Ethanac Expressway. The agreement outlined funding the corridor planning study with \$2,000,000 to be provided by RCTC and \$1,000,000 to be provided by the Local Agencies (County and Cities of Lake Elsinore, Menifee, and Perris).

On June 25, 2019 (Agenda Item No. 3.49) the BOS approved the agreement between the County and Cities of Lake Elsinore, Menifee, and Perris for the Ethanac Expressway corridor planning study. The agreement outlined the funding breakdown of the \$1,000,000 contribution from Local Agencies mentioned in the original agreement between the County and RCTC.

On May 27, 2021, the County and RCTC executed Amendment No. 1 to the Regional Measure A Western County funding agreement to utilize the remaining \$1,056,630 from the original agreement to fund the I-215 / Ethanac Road Interchange PSR-PDS.

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

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

**ATTACHMENTS:**

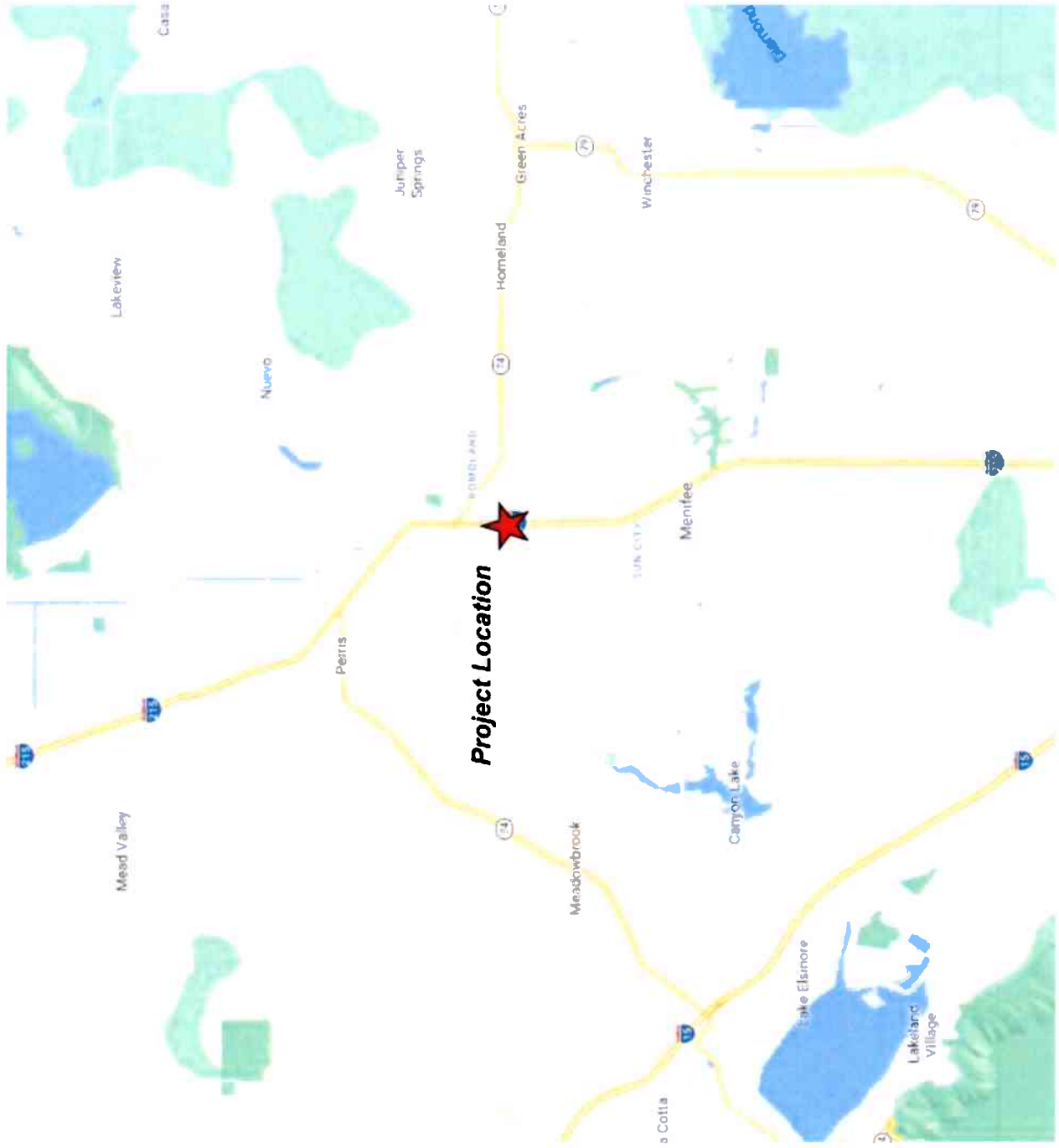
Vicinity Map

Consulting Services Agreement



Jason Farrin, Principal Management Analyst 6/1/2022





**Project Location**

Contract No.: 22-05-002  
Termination Date: 06/30/2024  
Amount Authorized: \$338,422.85  
Federal Funding: [No]  
State Funding: [No]

## CONSULTING SERVICES AGREEMENT

for

**I-215/Ethanac Road Interchange Improvements**

between

**County of Riverside • Transportation Department**

and

**Michael Baker International, Inc.**



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**Table of Contents**

ARTICLE I INTRODUCTION .....1

ARTICLE II CONSULTANT’S REPORTS OR MEETINGS ..... 2

ARTICLE III STATEMENT OF WORK ..... 2

ARTICLE IV PERFORMANCE PERIOD ..... 2

ARTICLE V ALLOWABLE COSTS AND PAYMENTS ..... 3

ARTICLE VI TERMINATION ..... 4

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS ..... 5

ARTICLE VIII RETENTION OF RECORDS/AUDIT ..... 5

ARTICLE IX AUDIT REVIEW PROCEDURES ..... 5

ARTICLE X SUBCONTRACTING ..... 8

ARTICLE XI EQUIPMENT PURCHASE ..... 8

ARTICLE XII STATE PREVAILING WAGE RATES ..... 9

ARTICLE XIII CONFLICT OF INTEREST ..... 10

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION ..... 10

ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING ..... 10

ARTICLE XVI STATEMENT OF COMPLIANCE ..... 11

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION ..... 12

ARTICLE XVIII FUNDING REQUIREMENTS ..... 13

ARTICLE XIX CHANGE IN TERMS ..... 13

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

ARTICLE XXI CONTINGENT FEE ..... 16

ARTICLE XXII DISPUTES ..... 16

ARTICLE XXIII INSPECTION OF WORK ..... 17

ARTICLE XXIV SAFETY ..... 17

ARTICLE XXV INDEMNIFICATION AND INSURANCE ..... 17

ARTICLE XXVI OWNERSHIP OF DATA ..... 22

ARTICLE XXVII CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR ..... 23

ARTICLE XXVIII CONFIDENTIALITY OF DATA ..... 23

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION ..... 24

ARTICLE XXX LEGAL COMPLIANCE ..... 24

ARTICLE XXXI EVALUATION OF CONSULTANT ..... 24

ARTICLE XXXII RETENTION OF FUNDS ..... 24

ARTICLE XXXIII NOTIFICATION ..... 25

ARTICLE XXXIV CONTRACT ..... 25

ARTICLE XXXV APPROVALS ..... 26

**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

1 **ARTICLE I INTRODUCTION**

2 A. This Consulting Services Agreement ("Agreement") is entered into this 7 day of June,  
3 2022, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
4 hereinafter referred to as "COUNTY", and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania  
5 corporation, hereinafter referred to as "CONSULTANT".

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

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

9 Hector Salcedo, PE

10 Located at:

11 3536 Concourse, Suite 100, Ontario, CA 91764

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

13 John Ashlock, PE

14 Located at:

15 4080 Lemon St, 8<sup>th</sup> Floor, Riverside, CA 92502

16 C. CONSULTANT shall perform:

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

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

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

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

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

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

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

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

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

6 CALTRANS

7 County of Riverside (COUNTY)

8 City of Perris

9 Western Riverside County Regional Conservation Authority

10 United States Fish and Wildlife Service

11 California Department of Fish and Wildlife

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

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

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

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

28 **ARTICLE III STATEMENT OF WORK**

labor, material, equipment,



1 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in  
2 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

3 **ARTICLE IV PERFORMANCE PERIOD**

4 A. This contract shall go into effect upon the issuance of a notice to proceed from COUNTY's Contract  
5 Administrator after this contract has been approved by the County of Riverside Board of Supervisors, and  
6 CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The  
7 contract shall end on June 30, 2024, unless extended by contract amendment.

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

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

13 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

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

25 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$23,538.54. The  
26 fixed fee is nonadjustable for the term of the contract, except in the event of a change in the scope of work and  
27 such adjustment is made by contract amendment.

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

- 1 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain  
2 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator  
3 before exceeding such cost estimate.
- 4 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.  
5 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If  
6 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement  
7 of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the  
8 provisions of Article VI Termination.
- 9 F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- 10 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's  
11 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after  
12 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each  
13 Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the  
14 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the  
15 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice  
16 must contain the final cost and all credits due COUNTY including any equipment purchased under the  
17 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60  
18 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract  
19 Administrator at the address provided in Article I.B.
- 20 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$338,422.85.
- 21 I. Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation  
22 Plan and is approved by COUNTY's Contract Administrator.
- 23 J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases,  
24 which are the direct result of changes in the prevailing wage rates are reimbursable.
- 25 K. The services included under the terms of this contract are funded in whole or in part as noted below:  
26 Federal funds:     are included                     are not included  
27 State funds:         are included                     are not included

28 **ARTICLE VI TERMINATION**

ndar days written notice to

1 CONSULTANT with the reasons for termination stated in the notice.

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

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

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

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

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

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

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

**ARTICLE IX AUDIT REVIEW PROCEDURES**

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

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

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

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

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

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

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

26 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to  
27 issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead  
28 cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the

ent, this provisional ICR will



1 become the actual and final ICR for reimbursement purposes under this contract.

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

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

9 **ARTICLE X SUBCONTRACTING**

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

26 **ARTICLE XI EQUIPMENT PURCHASE**

- 27 A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT  
28 enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or  
city or desirability of incurring

1 such costs.

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

18 **ARTICLE XII STATE PREVAILING WAGE RATES**

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

- 21 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in  
22 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances  
23 applicable to the work.
- 24 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction  
25 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of  
26 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the  
27 Director of Industrial Relations.
- 28 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence

Industrial Relations (DIR) as outlined

1 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

6 **ARTICLE XIII CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

be paid by-or-on behalf of

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

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

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

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

19 **ARTICLE XVI STATEMENT OF COMPLIANCE**

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

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

harassment. CONSULTANT



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

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

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

21 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

22 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws  
23 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to  
24 Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she or  
25 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently  
26 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has  
27 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the  
28 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or

any matter involving fraud or



1 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to  
2 COUNTY.

- 3 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in  
4 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating  
5 agency, and dates of action.
- 6 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration  
7 are to be determined by the Federal Highway Administration.

8 **ARTICLE XVIII FUNDING REQUIREMENTS**

- 9 A. It is mutually understood between the parties that this contract may have been written before ascertaining the  
10 availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program  
11 and fiscal delays that would occur if the contract were executed after that determination was made.
- 12 B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose  
13 of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any  
14 statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions,  
15 terms, or funding of this contract in any manner.
- 16 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any  
17 reduction in funds.
- 18 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by  
19 mutual agreement to amend the contract to reflect any reduction of funds.

20 **ARTICLE XIX CHANGE IN TERMS**

- 21 A. This contract may be amended or modified only by mutual written agreement of the parties.
- 22 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change  
23 and must be approved by amendment.
- 24 C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement  
25 of Work but that are consistent with and needed to complete the contracted services and do not require an  
26 increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget  
27 allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as  
28 follows:

Phase is allowable without

1 authorization by COUNTY.

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

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

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

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

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

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

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

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

- 1 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.
- 2 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
- 3 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the
- 4 procedural requirements specified in 49 CFR 26.53(f).
- 5 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
- 6 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work
- 7 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
- 8 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
- 9 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
- 10 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
- 11 is commensurate with the work it is actually performing, and other relevant factors.
- 12 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
- 13 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
- 14 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
- 15 not participate.
- 16 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
- 17 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
- 18 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
- 19 that it is not performing a CUF.
- 20 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
- 21 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
- 22 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of
- 23 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
- 24 performed by their own forces along with the corresponding dollar value of the work.
- 25 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form
- 26 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
- 27 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized
- 28 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to

re percent (25%) of the dollar

1 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to  
2 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),  
3 First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

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

8 **ARTICLE XXI CONTINGENT FEE**

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

16 **ARTICLE XXII DISPUTES**

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

ntract that is not disposed of



1 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of  
2 Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.

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

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

8 **ARTICLE XXIII INSPECTION OF WORK**

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

12 **ARTICLE XXIV SAFETY**

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

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

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

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

28 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**



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

B. Indemnity for Design Professional Services

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

any other person or entity;

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

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

#### 24 C. INSURANCE

25 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,  
26 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following  
27 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the  
28 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,

appointed officials, agents or

1 representatives as Additional Insureds.

2 1. Workers' Compensation:

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

8 2. Commercial General Liability:

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

16 3. Vehicle Liability:

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

22 4. Professional Liability

23 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's  
24 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per  
25 occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written  
26 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term  
27 of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting  
28 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a  
it; or 3) demonstrate through

1 Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original  
2 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

3 5. General Insurance Provisions - All lines:

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

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

16 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside  
17 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
18 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by  
19 the County Risk Manager, provide original Certified copies of policies including all Endorsements and  
20 all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
21 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days  
22 written notice shall be given to the County of Riverside prior to any material modification, cancellation,  
23 expiration or reduction in coverage of such insurance. In the event of a material modification,  
24 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the  
25 County of Riverside receives, prior to such effective date, another properly executed original Certificate  
26 of Insurance and original copies of endorsements or certified original policies, including all  
27 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance  
28 required herein is in full force and effect. CONSULTANT shall not commence operations until the

I certified original copies of



1 endorsements and if requested, certified original policies of insurance including all endorsements and  
2 any and all other attachments as required in this Section. An individual authorized by the insurance  
3 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
4 Insurance.

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

20 **ARTICLE XXVI OWNERSHIP OF DATA**

- 21 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this  
22 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer  
23 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete  
24 the review and approval process.
- 25 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-  
26 readable form, are intended for one-time use in the construction of the project for which this contract has been  
27 entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used  
28 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and

le and exclusive property of



COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is implemented or not.

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

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

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

**ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this

ure.

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

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

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

19 **ARTICLE XXX LEGAL COMPLIANCE**

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

25 **ARTICLE XXXI EVALUATION OF CONSULTANT**

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

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

15 **ARTICLE XXXIII NOTIFICATION**

16 All notices hereunder and communications regarding interpretation of the terms of this contract and changes

17 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage

18 prepaid, and addressed to the CONSULTANT's Project Manager and COUNTY's Contract Administrator at the

19 respective addresses provided in Article I.B.

20 **ARTICLE XXXIV CONTRACT**

21 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby

22 agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two

23 parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work

24 to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as

25 evidenced by the signatures below.

26 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all

27 of which together shall constitute but one and the same instrument. It shall not be necessary that any single

28 counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each

s digital signatures that meet

1 the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to  
2 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties  
3 included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual  
4 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated  
5 with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant  
6 to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions  
7 and contracts among parties in California, including a government agency. Digital signature means an electronic  
8 identifier, created by computer, intended by the party using it to have the same force and effect as the use of a  
9 manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature  
10 is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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SIGNATURES ON NEXT PAGE

1 **ARTICLE XXXV APPROVALS**

2 **COUNTY Approvals**

3 **RECOMMENDED FOR APPROVAL:**

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

7 **MARK LANCASTER**

8 **Director of Transportation**

9  
10 **APPROVED AS TO FORM:**

11 **County Counsel**

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

13  
14 **By Deputy**

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

17  
18  Dated: JUN 07 2022  
19  
20 **JEFF HEWITT**

21 **Chairman, Riverside County Board of Supervisors**

22  
23 **ATTEST:**

24  
25  
26  Dated: JUN 07 2022

27 **KECIA R. HARPER**  
28 **Clerk of the Board (SEAL)**

**CONSULTANT Approvals**

**MICHAEL BAKER INTERNATIONAL, INC.**

 Dated: 5/6/22

\_\_\_\_\_  
**BRANDON REYES**  
**Associate Vice President**  
TITLE

 Dated: 5/9/2022

\_\_\_\_\_  
**TANYA BILEZIKJIAN**  
**Vice President**  
TITLE



ARTICLE XXXV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 5-25-22

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

County Counsel

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

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

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

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

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

KECIA R. HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

MICHAEL BAKER INTERNATIONAL, INC.

 Dated: 5/6/22

BRANDON REYES

Associate Vice President

TITLE

 Dated: 5/9/2022

TANYA BILEZIKJIAN

Vice President

TITLE

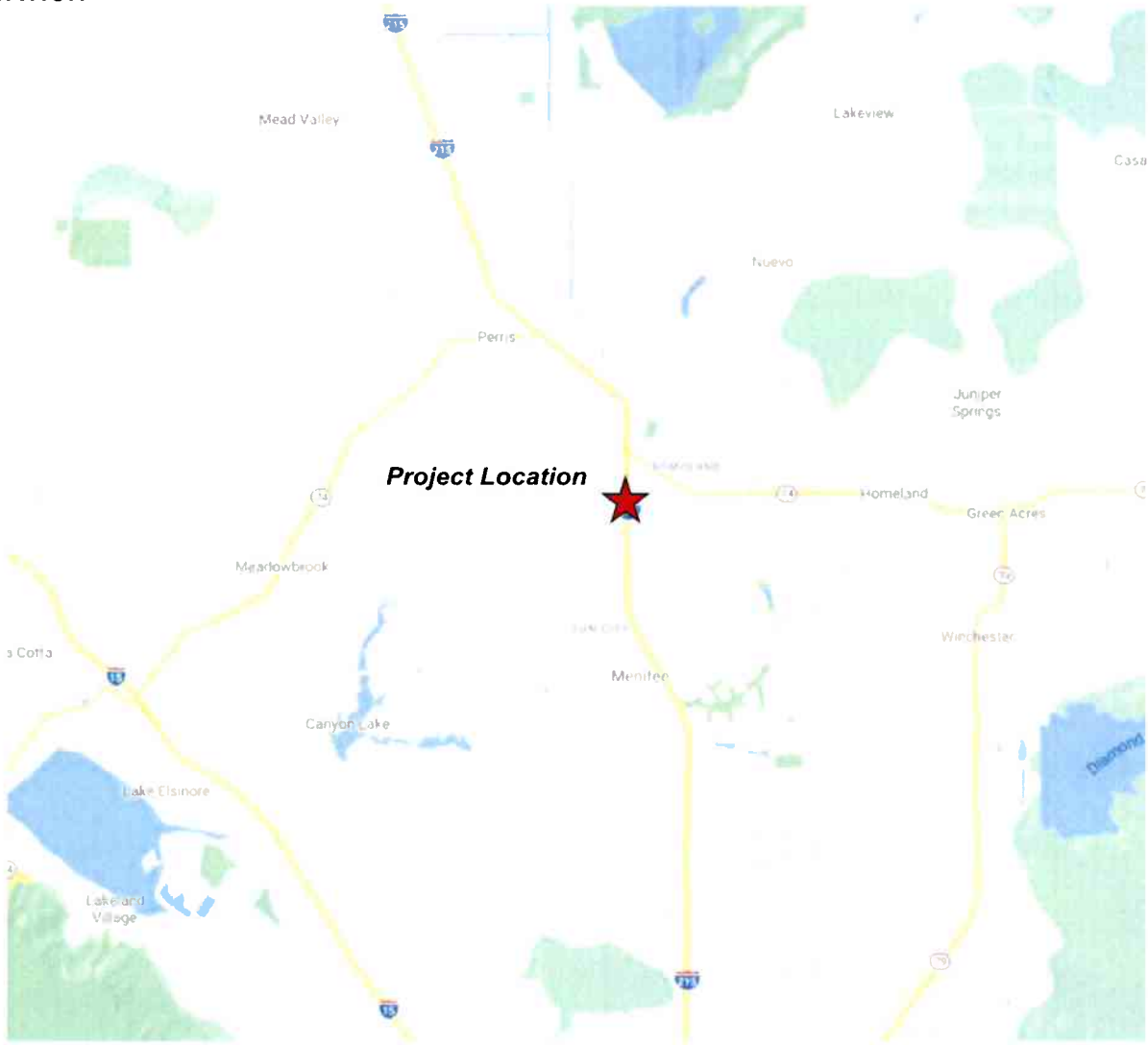
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**ATTACHMENT A • ARTICLE AI • INTRODUCTION**

**A. PROJECT DESCRIPTION**

The I-215/Ethanac Road Interchange is projected to operate deficiently in the 2045 forecast year. A Project Study Report – Project Development Support (PSR-PDS) will be prepared in accordance to California Department of Transportation (Caltrans) Project Development Procedures Manual (PDPM) Appendix S. The PSR-PDS will identify potential alternatives, scope the subsequent Project Approval/Environmental Document (PA/ED) phase, and program capital support costs for project delivery.

**B. LOCATION**



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**C. COORDINATION**

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible interchange design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- Caltrans
- Riverside County Transportation Department (COUNTY)
- City of Perris (CITY)
- Western Riverside County Regional Conservation Authority
- United States Fish and Wildlife Service
- California Department of Fish and Wildlife

The scope assumes the Project Initiation Proposal and Cooperative Agreement with Caltrans is completed by others prior to NTP.

Public outreach and utility coordination are not required by Caltrans procedures during the PID phase and therefore are not required in this phase of work. Utility coordination will be conducted via Dig-Alert.

Coordination is assumed to occur virtually, final reports will be printed and mailed as needed.

**D. PHASES**

The services performed by CONSULTANT will be accomplished in one Phase:

Phase 1 – Project Study Report – Project Development Support

Phase I will proceed upon written notice to proceed.

**E. STANDARDS**

Caltrans Highway Design Manual

Caltrans Project Development Procedures Manual

County of Riverside Road Standards

All Documents shall be prepared using English standards and dimensions.

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**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: Hector Salcedo
- Project Engineer: Steven Alvarez
- Environmental Manager: Alan Ashimine
- Traffic Engineer: Jason Pack

*ARTICLE AII • SERVICES TO BE PROVIDED*

**A. CONTRACT DELIVERABLES**

- Quality Management Plan
- Traffic Engineering Performance Assessment
- Preliminary Environmental Analysis Report
- Storm Water Data Report
- Life Cycle Cost Analysis
- Project Study Report – Project Development Support

**B. PHASE I SERVICES**

CONSULTANT will prepare PSR-PDS in accordance with Caltrans Guidelines and Procedures, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs

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**1.0 PROJECT MANAGEMENT**

**1.1 PROJECT INITIATION AND PLANNING**

CONSULTANT will schedule a Pre-PID meeting with Caltrans per Appendix S of the PDPM. CONSULTANT and COUNTY will meet with CALTRANS to communicate a shared view of the PROJECT and to establish an understanding of the procedures, roles, and responsibilities of the PROJECT. The meeting will begin the process to prepare and enter into an agreement with Caltrans for reimbursable work. CONSULTANT will review the PSR-PDS and PID development processes with CALTRANS and COUNTY. CONSULTANT will set the framework of the design concept and scope, as well as the purpose and need for the PROJECT. CONSULTANT will develop agenda and meeting minutes for the meeting.

Deliverables:

- Pre-PID Meeting Agenda, handouts, and meeting minutes

**1.2 EXECUTION AND CONTROL**

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

CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, PA&ED (Begin Environmental, Circulate ED, and PA&ED), Design and Construction. An 18-month schedule is anticipated for scoping purposes.

CONSULTANT will attend three (3) project meetings. Meetings include: an internal kick-off meeting with the



## ***I-215/Ethanac Road Interchange Improvements***

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COUNTY and CITY prior to the pre-PID meeting, one traffic meeting to discuss results of the Traffic Engineering Performance Assessment (TEPA), and one progress meeting prior to submittal of the PSR-PDS. Meeting minutes will be provided within five days after the meetings.

Two (2) informational meetings and presentations may be required to provide updates to stakeholders.

Additional workshops and comment resolution meetings are noted elsewhere in this scope. Monthly PDT meetings are not required for the PID phase and not anticipated.

Deliverables:

- Three (3) Project Meetings and Meeting Agendas/Minutes
- Two (2) Stakeholder Meetings and Presentations
- Project Schedule

### **1.3 QUALITY MANAGEMENT PLAN**

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan.

Deliverables:

- QMP

### **1.4 RISK ASSESSMENT**

CONSULTANT will prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced

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amount of data that is required for the PSR-PDS transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the COUNTY and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS.

Deliverables:

- Risk Register
- Summary of Risks in PSR-PDS

**2.0 PROJECT INITIAL ASSESSMENT**

**2.1 EXISTING DATA GATHERING**

COUNTY and CITY will provide existing reports, studies, mapping, and other information for the PROJECT. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS. CONSULTANT will obtain as-builts, utility information, Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of Riverside General Plan, City General Plan, local development plans , other reports.

The PSR-PDS will utilize available aerial mapping provided by the CONSULTANT. CONSULTANT will utilize available GIS right of way mapping. New or additional aerial mapping, survey, topographic mapping, or right of way mapping for the PROJECT will not be required for this phase of the work.

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CONSULTANT will obtain Caltrans Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project, such as field photography, traffic data, etc.

Deliverables:

- Photographs, Exhibits, Inventory List of related studies, mapping and reports
- Caltrans Encroachment Permit

**2.2 TRAFFIC FORECASTS**

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Ethanac Road/Highway 74/Nichols Road Expressway Traffic Operations Report (Fehr & Peers, May 2018), which included traffic counts. Data collected and found in this report is representative of pre-pandemic conditions and considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

***Analysis Scenario***

- Existing Conditions
- Design Year (2045) Conditions – No Build Alternative
- Design Year (2045) Conditions – Build Alternatives (up to two build alternatives)

***Intersections***

- Ethanac Road/Barnett Road
- Ethanac Road/Case Road
- Ethanac Road/Southbound I-215 Ramps
- Ethanac Road/Northbound I-215 Ramps
- Ethanac Road/Encanto Drive
- Ethanac Road/Trumble Road

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Deliverables:

- Traffic forecast volumes

**2.3 PROBLEM DEFINITION**

CONSULTANT will establish the PROJECT need and purpose in accordance with Caltrans guidelines in the PDPM and Environmental Documentation requirements. The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, and accident data provided by Caltrans and PROJECT scoping.

CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- Purpose and Need Statement
- Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)
- Design Scoping Index

**3.0 INITIAL ALTERNATIVES DEVELOPMENT**

**3.0 CONCEPT ALTERNATIVES DEVELOPMENT**

CONSULTANT will identify two (2) alternative concepts for the PSR-PDS. The two (2) alternative concepts will be agreed upon through an alternative screening process. The alternative screening process will consist of comparing up to five (5) alternatives through various criteria that will be developed and coordinated with CALTRANS, COUNTY and the CITY. One (1) alternative screening workshop will be held to determine the

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two (2) alternative concepts that will be considered in the PSR-PDS and future phases. CONSULTANT will prepare layout schematics in 11x17 format at 1" = 500' scale for two (2) alternative concepts as Caltrans standard cut sheets including title block. The layout schematics will illustrate proposed ramp configurations and include proposed lane configurations, shoulders, and right of way for each alternative. Right of way requirements, retaining wall and sound wall locations will be shown (if applicable).

Deliverables:

- Alternative Screening Matrix with up to five (5) alternatives
- One (1) alternative screening workshop
- Two (2) Layout schematics and typical sections sheet (2 total) for two (2) alternative concepts

**4.0 ALTERNATIVES ANALYSIS**

**4.1 RIGHT OF WAY CONCEPTUAL COST ESTIMATE**

CONSULTANT will summarize the anticipated right of way, and utilities impacts for the two (2) build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with Section 5, Article 7 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g. permit search, as-built drawings, field review). CONSULTANT will prepare "Conceptual Cost Estimate – Right-of-Way Component" to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA&ED. CONSULTANT will coordinate with the COUNTY to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with COUNTY and comparable properties within the vicinity of the project.



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Deliverables:

- Preliminary Right of Way Requirement Exhibits for two (2) build alternatives
- Utility and Assessment
- Conceptual Cost Estimate – Right-of-Way Component

**4.2 PRELIMINARY STRUCTURES ASSESSMENT**

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT will identify proposed structure improvements for each of the two (2) build alternatives in support of the cost estimate for the PSR-PDS. CONSULTANT will use a streamlined estimating process, such as square-footage costs to develop a "Structure PSR-PDS Cost Estimate" for inclusion into the PSR-PDS document when bridge and/or nonstandard retaining wall work is necessary. CONSULTANT will prepare the Division of Engineering Services (DES) Scoping Checklist in coordination with Project Liaison Engineer. For a PSR-PDS, the level of detail in the DES Scoping Checklist and "Structure PSR-PDS Cost Estimate" is limited to information required to develop accurate work plans for the PA&ED phase.

Deliverables:

- Structures PSR-PDS Cost Estimate
- DES Scoping Checklist

**4.3 PRELIMINARY DRAINAGE ASSESSMENT**

Freeway, County and City drainage systems will be reviewed and the impacts of the proposed two (2) build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify

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permits for design, construction, and operations of drainage facilities.

Deliverables:

- Identification of impacts to major drainage facilities
- Preliminary cost estimates to affected major drainage facilities

**4.4 TRAFFIC CAPACITY ANALYSIS**

CONSULTANT will evaluate the project in accordance with Caltrans Traffic Operations Policy Directive 13-02: Intersection Control Evaluation. CONSULTANT will evaluate intersection variations based on the first step of the screening process. CONSULTANT will document evaluation in an ICE Technical Memorandum to identify the preferred intersection control for the two (2) build alternatives within the PSR-PDS.

Deliverables:

- Intersection Control Evaluation Technical Memorandum (Step 1)

**4.5 TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT**

In coordination with the COUNTY and other project-related engineers, CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within Section 5, Article 5 of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude of the Traffic Engineering studies (i.e. Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and, Safety Review) that need to be performed during the subsequent Project Approval & Environmental Document (PA/ED) phase.

To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be

## ***I-215/Ethanac Road Interchange Improvements***

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limited to an assessment of readily available information and data, and macro-level analysis and evaluation.

This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above)
- Potential performance benefits and deficiencies
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis and evaluation) to be performed during the Project Approval and Environmental Document phase

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, design year (2045) no build conditions, and design year (2045) with two build alternatives conditions. The analysis will present delay and level of service at each study intersection and freeway mainline. The analysis will be used to determine two (2) build alternatives for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work.

CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

Deliverables:

- Traffic Engineering Performance Assessment
- Preliminary traffic assessment of two (2) build alternatives
- Summary of traffic engineering studies and scope for PSR-PDS

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**4.6 CONSTRUCTION ESTIMATES**

CONSULTANT will prepare a “Capital Outlay Project Estimate” in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for two (2) build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. CALTRANS will prepare the “Capital Outlay Support Estimate” to identify level of staff support for PA/ED

Deliverables:

- Capital Outlay Project Estimates for two (2) build alternatives

**4.7 EXCEPTIONS TO DESIGN STANDARDS DEVELOPMENT**

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate two (2) build alternatives using Design Information Bulletin 82-01 “Design Checklist”. Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non-standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met for each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with CALTRANS design staff to obtain approval of risk assessment.

Deliverables:

- List of non-standard features for two (2) build alternatives
- Risk assessment for approval for non-standard features
- Design Exception Risk Assessment Meeting

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**4.8 STORMWATER DOCUMENTATION**

CONSULTANT will prepare stormwater documentation in accordance with Section 5, Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA&ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the two (2) build alternatives, right-of-way needs, or PROJECT costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements.

Deliverables:

- Storm Water Data Report

**5.0 PRELIMINARY ENVIRONMENTAL ANALYSIS (PEAR)**

**5.1 PEAR PREPARATION**

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per CALTRANS Standard Environmental Reference Guidelines and the PEAR Handbook. Caltrans guidelines for the PEAR will follow the guidance available as of contract date. The PEAR will identify the anticipated Environmental Document, anticipated impacts, the future technical studies and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The PEAR will also present and discuss the results of preliminary environmental studies in order to identify environmental analyses that may affect design. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical



## ***I-215/Ethanac Road Interchange Improvements***

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Summaries section of the PEAR, but will not have a separate technical memoranda prepared.

The PEAR will also include:

- Purpose and Need Statement
- A discussion of environmental resources and a description of the potential PROJECT issues or impacts, which could delay the PROJECT or affect any PROJECT alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.

Deliverables:

- Draft and Final PEAR

### **6.0 LIFE CYCLE COST ANALYSIS**

#### **6.1 PREPARE LIFE CYCLE COST ANALYSIS**

CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A preliminary materials report (PMR) is not anticipated to be required for the PID phase of work and excluded from the scope of work. The LCCA will be divided into three different pavement scenarios:

Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid

Pavement Scenario 2– worst case Ethanac Road 20/40-year Flexible & Rigid

Pavement Scenario 3– worst case outside auxiliary lane 20/40-year Flexible & Rigid

CONSULTANT will review existing geotechnical maps and report in order to develop preliminary pavement sections based on highly simplified pavement assumptions. It is assumed that Caltrans Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also Perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

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Deliverables:

- Draft and Final LCCA Report

**7.0 APPROVED PSR-PDS**

**7.1 DRAFT PSR-PDS**

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general PROJECT strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

Deliverables:

- Draft PSR-PDS

**7.2 FINAL PSR-PDS**

CONSULTANT will prepare the Final PSR-PDS based on any comments received from Caltrans, and schedule a focus meeting on first review comments. Response to comments will be prepared to address all of the Caltrans comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with RCTC on the project description, funding, and schedule.

Deliverables:

- Approved Final PSR-PDS
- Updated FTIP Description (RIV060111)

**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 milestones/phases:

- I. Project Initiation Document: Project Study Report – Project Development Support

**B. SCHEDULE OF SERVICES**

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

- I. Project Initiation Document June 2022 – June 2024

**C. SUBMITTALS**

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

**D. TIME EXTENSIONS**

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

**E. FINAL ACCEPTANCE**

When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder

for any work performed after

1 the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment  
2 regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within  
3 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS  
4 AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion,  
5 it has satisfactorily completed all covenants as stipulated in this contract.

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**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

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

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, 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. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

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

PAYROLL ADDITIVES .....42.77 %

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

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 \$23,538.54.
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
Reprographics	\$500.00	Lump Sum	\$500.00
Postage and Mailing	\$500.00	Lump Sum	\$500.00
Mileage	\$0.56	Miles	\$280.00

**D. OUTSIDE SERVICES**

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

**ARTICLE CIII • DIRECT SALARY RATES**

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

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

**B. SALARY RATES**

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

POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

Project Manager	\$61	hour
Environmental Manager	\$95	hour
Technical Manager	\$94	hour
Senior Engineer	\$74	hour
Project Engineer	\$55	hour
Structural Engineer	\$60	hour
Design Engineer	\$45	hour
Environmental Analyst	\$40	hour
Sr. Environmental Planner	\$67	hour
Design Technician	\$38	hour
Administrative	\$25	hour
Project planner	\$48	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.

Secretary of Labor and the general

1 prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar  
2 classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate.  
3 The Department will not accept lower State wage rates determinations. This includes "helper" (or other  
4 classifications based on hours of experience) or any other classification not appearing in the Federal wage  
5 determinations. Where Federal wage determinations do not contain the State wage rate determination  
6 otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors  
7 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the  
8 employees in question.

9 **ARTICLE CIV • INVOICING**

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

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

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

22 **ARTICLE CV • PAYMENT**

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

25 **ARTICLE CVI • COST PROPOSAL**

26 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will  
27 serve as a guideline and reference document during the execution of this contract. The total amount of the contract  
28 is not to exceed \$338,422.85. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall

t is provided, COUNTY shall

1 hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this  
2 agreement. Contingency budget shall only be used at the discretion of the COUNTY's Contract Administrator, and  
3 with prior written authorization by the COUNTY's Contract Administrator in the form of an Administrative Budget  
4 Modification as required by the COUNTY's Consulting Services Manual. Contingency budgets are not allowed for  
5 services that are paid in whole or in part with federal-aid funding.

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**I-215/Ethanac Road PSR-PDS Fee Proposal Summary**

March 14, 2022

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
MICHAEL BAKER INTERNATIONAL Prime	\$ 260,203.90				\$ 260,203.90
Fehr and Peers TEPA	\$ 36,618.24				\$ 36,618.24
HDR LCCA	\$ 41,600.71				\$ 41,600.71
<b>TOTAL</b>	<b>\$ 338,422.85</b>				<b>\$ 338,422.85</b>

- Phase I **PSR-PDS**
- Phase II
- Phase III
- Phase IV



**FEE PROPOSAL WORKSHEET**

COMPANY <b>MICHAEL BAKER INTERNATIONAL</b>	SCOPE OF WORK <b>Project Summary</b>	PHASE <b>All Phases</b>
PROJECT <b>I-215/Ethanac Road PSR-PDS</b>		DATE <b>March 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Hector Salcedo	Project Manager	246	@	\$61.00	\$15,006.00
Alan Ashimine	Environmental Manager	40	@	\$95.00	\$3,800.00
	Technical Manager	18	@	\$94.00	\$1,692.00
	Senior Engineer	10	@	\$74.00	\$740.00
	Project Engineer	300	@	\$55.00	\$16,500.00
	Structural Engineer	40	@	\$60.00	\$2,400.00
	Design Engineer	68	@	\$45.00	\$3,060.00
	Environmental Analyst	200	@	\$40.00	\$8,000.00
	Sr. Environmental Planner	85	@	\$67.00	\$5,695.00
	Design Technician	659	@	\$38.00	\$25,042.00
	Asst. Engineer/Planner			\$35.00	
	Project Controls			\$30.00	
	Administrative	64	@	\$25.00	\$1,600.00
	Project Planner	180	@	\$48.00	\$8,640.00

TOTAL HOURS: **1,910**      TOTAL AMOUNT: **\$92,175.00**

**MULTIPLIERS**

ESCALATION @	3.00%	(Rates Vary by Phase)	\$2,765.25
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$99,839.17
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$40,605.94
PROFIT (FIXED FEE)	10.0%		\$23,538.54

TOTAL MULTIPLIERS: **\$166,748.90**

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reprographics	1	lump sum	@	\$500.00	\$500.00
Postage and Mailing	1	lump sum	@	\$500.00	\$500.00
Mileage	500	miles	@	\$0.56	\$280.00

TOTAL ODC'S: **\$1,280.00**

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Fehr and Peers	\$11,128.60	\$25,349.64	\$140.00	\$36,618.24
HDR	\$14,571.19	\$26,929.52	\$100.00	\$41,600.71

TOTAL SUBCONSULTANT SERVICES: **\$78,218.95**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>MICHAEL BAKER INTERNATIONAL</b>	SCOPE OF WORK: <b>PSR-PDS</b>	PHASE: <b>Phase I</b>
PROJECT: <b>I-215/Ethanac Road PSR-PDS</b>		DATE: <b>March 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Hector Salcedo	Project Manager	246	@	\$61.00	\$15,006.00
Alan Ashimine	Environmental Manager	40	@	\$95.00	\$3,800.00
	Technical Manager	18	@	\$94.00	\$1,692.00
	Senior Engineer	10	@	\$74.00	\$740.00
	Project Engineer	300	@	\$55.00	\$16,500.00
	Structural Engineer	40	@	\$60.00	\$2,400.00
	Design Engineer	68	@	\$45.00	\$3,060.00
	Environmental Analyst	200	@	\$40.00	\$8,000.00
	Sr. Environmental Planner	85	@	\$67.00	\$5,695.00
	Design Technician	659	@	\$38.00	\$25,042.00
	Asst. Engineer/Planner			\$35.00	
	Project Controls			\$30.00	
	Administrative	64	@	\$25.00	\$1,600.00
	Project Planner	180	@	\$48.00	\$8,640.00

TOTAL HOURS: **1,910**      TOTAL AMOUNT: **\$92,175.00**

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$2,765.25
OVERHEAD @	105.16%	(of Direct Labor + Escalation)	\$99,839.17
PAYROLL ADDITIVES @	42.77%	(of Direct Labor + Escalation)	\$40,605.94
PROFIT (FIXED FEE)	10.0%		\$23,538.54
TOTAL MULTIPLIERS:			<b>\$166,748.90</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reprographics	1	lump sum	@	\$500.00	\$500.00
Postage and Mailing	1	lump sum	@	\$500.00	\$500.00
Mileage	500	miles	@	\$0.56	\$280.00

TOTAL ODC'S: **\$1,280.00**

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Fehr and Peers	\$11,128.60	\$25,349.64	\$140.00	\$36,618.24
HDR	\$14,571.19	\$26,929.52	\$100.00	\$41,600.71

TOTAL SUBCONSULTANT SERVICES: **\$78,218.95**

MANHOUR WORKSHEET

COMPANY: MICHAEL BAKER INTERNATIONAL  
 PROJECT: I-215/Ethanac Road PSR-PDS  
 SCOPE OF WORK: Manhour Summary  
 PHASE: All Phases  
 DATE: March 14, 2022

TASK	PROJECT MANAGER	ENVIRONMENTAL MANAGER	TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	STRUCTURAL ENGINEER	DESIGN ENGINEER	ENVIRONMENTAL ANALYST	SR. ENVIRONMENTAL PLANNER	DESIGN TECHNICIAN	ASST. ENGINEER/PLANNER	PROJECT CONTROLS	ADMINISTRATIVE	PROJECT PLANNER	HOURS	HOURS
	\$166	\$269	\$286	\$202	\$190	\$164	\$123	\$109	\$183	\$104	\$95	\$82	\$68	\$131		

PHASE TOTALS 246 40 18 10 300 40 68 200 85 659 64 180 1,910 1,910

PHASE I 246 40 18 10 300 40 68 200 85 659 64 180 1,910 1,910

PHASE II

PHASE III

PHASE IV

TASK	HOURS

PHASE TOTALS

PHASE I

PHASE II

PHASE III

PHASE IV









**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Fehr and Peers</b>	SCOPE OF WORK: <b>TEPA</b>	PHASE: <b>All Phases</b>
PROJECT: <b>I-215/Ethanac Road PSR-PDS</b>		DATE: <b>November 3, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Jason Pack, P.E.	Principal	32	@	\$93.75	\$3,000.00
Anna Luo, P.E.	Senior Associate	12	@	\$66.83	\$801.96
Diwu Zhou, P.E.	Senior Engineer	80	@	\$44.71	\$3,576.80
Mae Tomayo, E.I.T.	Engineer	80	@	\$38.94	\$3,115.20
Sandra Hyatt	Project Coordinator	8	@	\$41.83	\$334.64
Kayleigh Monlina-Pastorius	Project Biller	8	@	\$37.50	\$300.00
		<b>TOTAL HOURS</b>	<b>220</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$11,128.60</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(Rates Vary by Phase)	\$333.86
OVERHEAD @	111.96%	(of Direct Labor + Escalation)	\$12,833.37
PAYROLL ADDITIVES @	77.35%	(of Direct Labor + Escalation)	\$8,866.21
PROFIT (FIXED FEE)	10.0%		\$3,316.20
<b>TOTAL MULTIPLIERS</b>			<b>\$25,349.64</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage	250	Miles	@ \$0.56	\$140.00
Postage/Overnight Delivery				
<b>TOTAL ODC'S</b>				<b>\$140.00</b>

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Fehr and Peers</b>	SCOPE OF WORK: <b>TEPA</b>	PHASE: <b>Phase I</b>
PROJECT: <b>I-215/Ethanac Road PSR-PDS</b>		DATE: <b>November 3, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Jason Pack, P.E.	Principal	32	\$93.75	\$3,000.00	
Anna Luo, P.E.	Senior Associate	12 @	\$66.83	\$801.96	
Diwu Zhou, P.E.	Senior Engineer	80 @	\$44.71	\$3,576.80	
Mae Tomayo, E.I.T.	Engineer	80 @	\$38.94	\$3,115.20	
Sandra Hyatt	Project Coordinator	8 @	\$41.83	\$334.64	
Kayleigh Monlina-Pastorius	Project Biller	8 @	\$37.50	\$300.00	
		<b>TOTAL HOURS</b>	<b>220</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$11,128.60</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(of Direct Labor)	\$333.86
OVERHEAD @	111.96%	(of Direct Labor + Escalation)	\$12,833.37
PAYROLL ADDITIVES @	77.35%	(of Direct Labor + Escalation)	\$8,866.21
PROFIT (FIXED FEE)	10.0%		\$3,316.20
<b>TOTAL MULTIPLIERS</b>			<b>\$25,349.64</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.56	
Postage/Overnight Delivery				
<b>TOTAL ODC'S</b>				

**SUBCONSULTANT MANHOOUR WORKSHEET SUMMARY**

COMPANY:

**Fehr and Peers**

SCOPE OF WORK:

**TEPA**

PHASE:

**All Phases**

PROJECT:

**I-215/Ethanac Road PSR-PDS**

DATE:

**November 3, 2021**

TASK	PRINCIPAL	SENIOR ASSOCIATE	SENIOR ENGINEER	ENGINEER	PROJECT COORDINATOR	PROJECT BILLER	HOURS
	\$298	\$213	\$142	\$124	\$133	\$119	

**PHASE TOTALS**

<b>32</b>	<b>12</b>	<b>80</b>	<b>80</b>	<b>8</b>	<b>8</b>	<b>220</b>
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PHASE I

32

12

80

80

8

8

220

PHASE II

PHASE III

PHASE IV



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>HDR</b>	SCOPE OF WORK: <b>LCCA</b>	PHASE: <b>All Phases</b>
PROJECT: <b>I-215/Ethanac Road PSR-PDS</b>		DATE: <b>November 4, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Mark Hager	QA/QC Reviewer	5	@ \$129.10	\$645.50	
Gary Goldman	Senior Geotech Engineer	30	@ \$97.14	\$2,914.07	
Jim Starick	Task Leader	66	@ \$73.27	\$4,835.82	
Support staff from Geotech Group	Designer	108	@ \$48.97	\$5,288.76	
Ana Rios	Admin	24	@ \$36.96	\$887.04	
			@		
		<b>TOTAL HOURS</b>	<b>233</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$14,571.19</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(Rates Vary by Phase)	\$437.14	
OVERHEAD @	151.38%	(of Direct Labor + Escalation)	\$22,719.60	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE)	10.0%		\$3,772.79	
			<b>TOTAL MULTIPLIERS</b>	<b>\$26,929.52</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Travel Costs	1	LS @	\$100.00	\$100.00	
				<b>TOTAL ODC'S</b>	<b>\$100.00</b>



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>HDR</b>	SCOPE OF WORK: <b>LCCA</b>	PHASE: <b>Phase I</b>
PROJECT: <b>I-215/Ethanac Road PSR-PDS</b>		DATE: <b>November 4, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mark Hager	QA/QC Reviewer	5	@	\$129.10	\$645.50
Gary Goldman	Senior Geotech Engineer	30	@	\$97.14	\$2,914.07
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Support staff from Geotech Group	Designer	108	@	\$48.97	\$5,288.76
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		<b>TOTAL HOURS</b>	<b>233</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$14,571.19</b>

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ESCALATION @	3.00%	(of Direct Labor)	\$437.14	
OVERHEAD @	151.38%	(of Direct Labor + Escalation)	\$22,719.60	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE)	10.0%		\$3,772.79	
			<b>TOTAL MULTIPLIERS</b>	<b>\$26,929.52</b>

**OTHER DIRECT COSTS**

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

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT	
Travel Costs	1	LS	@	\$100.00	\$100.00	
					<b>TOTAL ODC'S</b>	<b>\$100.00</b>



