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

ITEM: 3.40
(ID # 25889)
MEETING DATE:
Tuesday, July 01, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Consulting Services Agreement between the County of Riverside and Kimley-Horn and Associates, Inc. for the Cabazon Connector (Formally known as I-10 Bypass): Banning to Cabazon Project. District 5. [$11,598,915 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement between the County of Riverside and Kimley-Horn and Associates, Inc. for the Cabazon Connector (Formally known as I-10 Bypass): Banning to Cabazon Project in the amount not to exceed $11,598,915 for FY 25/26-30/31, and authorize the Chairman of the Board to execute the same; and

2. Authorize the Director of Transportation, or designee, to sign amendments to the agreement that extend the performance period, as necessary, at no cost to the County.

ACTION:Consent, Policy

Dennis Acuna, Director of Transportation 6/18/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	July 1, 2025
xc:	Transp.

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 2,500,000	$ 2,500,000	$ 11,598,915	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: TUMF-Regional System (RCTC) (64%) and Gas Tax/ HUTA (36%). There are no General Funds used in this project.	**Budget Adjustment:** No
	For Fiscal Year: 25/26-30/31

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cabazon Connector (Formally known as I-10 Bypass): Banning to Cabazon Project (Project) proposes to construct a new two-lane road extending 3.3 miles from the intersection of Hathaway Street and Westward Avenue in the City of Banning (Banning), easterly to the intersection of Bonita Avenue and Apache Trail in the unincorporated community of Cabazon.

The new road will connect Banning and Cabazon for motorists, bicyclists, and pedestrians and provide an alternative route to Interstate 10 (I-10). In the event there is a full or partial closure of the I-10, the Project will provide an emergency route between the I-10/Hargrave Street Interchange to the west and the I-10/Morongo Trail Interchange or the I-10/Main Street Interchange to the east. In addition, the Project will provide a direct connection from Cabazon to Banning without accessing I-10.

In the past, emergency closures on I-10 in the San Gorgonio Pass area have resulted in motorists being unable to exit I-10 for long periods.

The County of Riverside (County), the California Department of Transportation (Caltrans), the California Highway Patrol (CHP), the Cities of Banning, Beaumont, Palm Springs, and the Morongo Band of Mission Indians, as well as local emergency providers, developed the I-10 "Lifeline" Emergency Action Plan to address closures on I-10 between Hargrave Street in Banning and Indian Canyon Drive in Palm Springs. The Project is a significant component of the "Lifeline" Action Plan.

On December 7, 2021 (Agenda item 19.3), the Board of Supervisors approved the Environmental Impact Report/Environmental Assessment (EIR/EA), which facilitated the Project moving forward to complete the final design, right-of-way acquisitions (including an easement from the Morongo Band of Mission Indians), and utility relocations needed to construct this project.

To complete the remaining tasks necessary for the construction of this Project, the County will need to hire an engineering firm. The County issued a Request for Proposals to select an engineering firm to complete the geotechnical investigations, environmental permitting, final design, preparation of bid documents, and to provide technical support during construction. Four firms submitted written proposals. The written proposals were evaluated, and the four firms

were invited for interviews. The County selected Kimley-Horn and Associates, Inc. as the highest-ranked firm to provide the necessary environmental and engineering services.

The scope and negotiated fee for performing environmental and engineering services are provided in detail in Attachments "A," "B," and "C" of the subject agreement. A not-to-exceed amount of $11,598,915 was negotiated with Kimley-Horn and Associates, Inc. to perform the desired services.

Transportation is asking that the Board of Supervisors authorize the Director of Transportation, or designee, to sign amendments to the agreement that extend the performance period, as necessary, at no cost to County in the event the project completion date has to be extended.

Project No. B7-0776

Environmental Findings

An extensive Alternatives Analysis was prepared for the Project; 13 preliminary alternatives were developed and reviewed for engineering and environmental consideration. A screening analysis evaluated how the 13 Alternatives addressed the purpose and need of the Project, feasibility, and environmental factors. Two Alternatives (5 and 12) met the screening criteria and were thoroughly evaluated in the EIR/EA. The No Build Alternative was also evaluated in the EIR/EA.

Multiple public meetings were held for the Project. Extensive stakeholder, community and agency input has been obtained and incorporated into the Project which included the CHP and emergency service providers, the City of Banning, the Morongo Band of Mission Indians, the West Desert Municipal Advisory Council, the San Gorgonio Municipal Advisory Council, the Riverside County Airport Land Use Commission, the United States Fish & Wildlife Service, the California Department of Fish & Game, the Western Riverside County Regional Conservation Authority, the Coachella Valley Association of Governments, the Bureau of Indian Affairs, Friends of the Desert Mountains, the Inland Empire Biking Alliance, and utility providers.

The Draft EIR/EA was circulated for public and agency review from December 29, 2017, to April 30, 2018. A public meeting was held on January 25, 2018. Meetings at the Banning City Council were held on February 13, 2018, and April 11, 2018.

The Recirculated EIR/EA was available for public and agency review and comment from August 12, 2019, to September 25, 2019, and included the identification of a Locally Preferred Alternative. Upon completing the public comment period, the Project Development Team reviewed the comments received, compared, and weighed the benefits of the two Build Alternatives, and identified Alternative 12 as the Preferred Alternative. Responses to comments received during the recirculation of the EIR/EA have been responded to in the final EIR/EA.

The EIR/EA has identified the project's environmental impacts and includes mitigation measures, which are incorporated into the Mitigation Monitoring Reporting Program/Environmental Commitments Record. The EIR/EA also identifies significant and

unavoidable aesthetic, noise, and transportation impacts of the Project that remain after including mitigation measures. Findings for the adoption by the Board and the Statement of Overriding Consideration are included within Resolution No. 2021-201.

The environmental document for the Project is an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) and an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA). Caltrans is the NEPA lead agency for the Project and has issued a Finding of No Significant Impact for Preferred Alternative 12 on October 6, 2021.

On December 7, 2021 (Agenda item 19.3), the Board of Supervisors certified Alternative 12 as the Build Alternative.

Impact on Residents and Businesses

Area residents and businesses will benefit from a road allowing travel from Banning to Cabazon without using I-10. Additionally, Cabazon residents south of I-10 can travel to Banning without crossing the at-grade railroad tracks which can cause significant delays.

In addition, the new roadway can be used by commuters while Caltrans is performing maintenance or during major accidents on the I-10 to get between the communities of Cabazon and the City of Banning. This roadway will create an alternate route to the I-10, which currently does not have one in these communities.

Additional Fiscal Information

The total amount payable by County to Consultant shall not to exceed $11,598,915 as follows:

- Lump Sum Amount: $10,851,664.88
- Reimbursable Expenses Not-To-Exceed (paid on actual cost): $50,000.00
- Optional Items (if authorized by County Contract Administrator per the terms of the Consulting Services Agreement): $697,250.00

This project will be funded with TUMF-Regional System funds and Gas Tax/ HUTA.

Contract History and Price Reasonableness

The consultant's fee is consistent with consultant work performed for other county projects of similar scope and complexity.

ATTACHMENTS:

Vicinity Map
Agreement

Jason Farin, Principal Policy Analyst 6/25/2025

Aaron Gettis, Chief of Deputy County Counsel 6/19/2025

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Contract No.:	23-11-005
Termination Date:	12/31/2030
Amount Authorized:	$11,598,914.88
Federal Funding:	No
State Funding:	No

CONSULTING SERVICES AGREEMENT

for

I-10 BYPASS: BANNING TO CABAZON (PROJECT)

between

County of Riverside • Transportation Department

and

Kimley-Horn and Associates, Inc.

JUL 01 2025 3.40

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Table of Contents

ARTICLE I INTRODUCTION 1
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS 2
ARTICLE III STATEMENT OF WORK 3
ARTICLE IV PERFORMANCE PERIOD 3
ARTICLE V ALLOWABLE COSTS AND PAYMENTS 4
ARTICLE VI TERMINATION 5
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS 6
ARTICLE VIII RETENTION OF RECORDS/AUDIT 6
ARTICLE IX AUDIT REVIEW PROCEDURES 6
ARTICLE X SUBCONTRACTING 9
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES 9
ARTICLE XII STATE PREVAILING WAGE RATES 10
ARTICLE XIII CONFLICT OF INTEREST 14
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION 15
ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING 16
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE 17
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION 18
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION 19
ARTICLE XIX INDEMNIFICATION AND INSURANCE 24
ARTICLE XX FUNDING REQUIREMENTS 29
ARTICLE XXI CHANGE IN TERMS 29
ARTICLE XXII CONTINGENT FEE 29
ARTICLE XXIII DISPUTES 29
ARTICLE XXIV INSPECTION OF WORK 30
ARTICLE XXV SAFETY 30
ARTICLE XXVI OWNERSHIP OF DATA 31
ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR 32
ARTICLE XXVIII CONFIDENTIALITY OF DATA 32
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION 33
ARTICLE XXX LEGAL COMPLIANCE 33
ARTICLE XXXI EVALUATION OF CONSULTANT 33
ARTICLE XXXII RETENTION OF FUNDS 33
ARTICLE XXXIII TITLE VI ASSURANCES 34
ARTICLE XXXIV NOTIFICATION 34
ARTICLE XXXV CONTRACT 34
ARTICLE XXXVI SIGNATURES 36

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
Title VI Assurances D1

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ARTICLE I INTRODUCTION

A. This Consulting Services Agreement (hereinafter referred to as "Agreement") is entered into this 01 day of JUL, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, (hereinafter referred to as "CONSULTANT").

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

The CONSULTANT Project Manager shall be:

Darren Adrian, PE

Located at:

1100 W. Town & Country Road, Suite 700, Orange, CA 92868

The COUNTY Contract Administrator/COUNTY PROJECT MANAGER shall be:

Alfredo Martinez, PE

Located at:

4080 Lemon Street, 8th Floor, Riverside, CA 92502

C. CONSULTANT shall perform:

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

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

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

D. CONSULTANT in the performance of this Agreement, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and the results to be accomplished.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

G. Without the written consent of COUNTY, this Agreement is not assignable or transferable by CONSULTANT either in whole or in part. Except as expressly authorized herein, CONSULTANT shall not subcontract any work, without the prior written approval of the COUNTY.

H. CONSULTANT shall be as fully responsible to the COUNTY for the acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

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

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

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

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

Caltrans, Federal Highway Administration (FHWA), California Highway Patrol (CHP), City of Banning, Community of Cabazon, Morongo Band of Mission Indians, Bureau of Indian Affairs (BIA), Riverside County Transportation Commission (RCTC), Western Riverside Council of Governments (WRCOG), Coachella Valley Association of Governments (CVAG), Western Riverside County Regional Conservation Authority (RCA), Environmental Protection Agency (EPA), California Department of Fish and Wildlife (CDFW), US Fish and Wildlife Services (USFWS), US Army Corps of Engineers (USACE), and Regional Water Quality Control Board (RWQCB).

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

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

- Meeting Agendas
- Meeting Sign-in Sheets
- Meeting Minutes (Prior Meeting)
- Action Items Tracking List
- Deliverables Tracking List
- Schedule Summary

B. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

C. CONSULTANT Project Manager shall meet with COUNTY Contract Administrator, as needed, to discuss progress on the Agreement.

ARTICLE III STATEMENT OF WORK

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

ARTICLE IV PERFORMANCE PERIOD

A. This Agreement shall go into effect upon the execution of this Agreement by both parties, and CONSULTANT shall commence work after written notification to proceed by COUNTY Contract Administrator. The Agreement shall end on December 31, 2030, unless extended by a written amendment signed by the authorized representatives of both parties.

B. CONSULTANT is advised that any recommendation for Agreement award is not binding on COUNTY until the

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Agreement is fully executed and approved by COUNTY.

C. Services provided under this Agreement may be performed in separate Milestones or Phases. The sequencing and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is attached hereto and incorporated herein by reference. Each Milestone or Phase shall be contingent upon a written notification to proceed by COUNTY Contract Administrator.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this Agreement will be based on lump sum and reimbursable expenses where indicated. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. Reimbursable expenses as listed will be paid to CONSULTANT for actual costs incurred based on quantities and unit costs unless otherwise stated. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by a written amendment signed by the authorized representatives of both parties.

B. Progress payments will be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by COUNTY and notification to proceed has been issued by COUNTY Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone or phase and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and PROJECT title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this Agreement. The final invoice shall be submitted

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

within sixty (60) calendar days after completion of CONSULTANT's work. ***Final invoices not submitted within sixty (60) calendar days after completion of CONSULTANT's work will not be paid.*** Invoices shall be mailed to COUNTY Contract Administrator at the address provided in Article I, paragraph B.

E. The total amount payable by COUNTY shall not exceed $11,598,914.88 as follows:

- Lump Sum Amount for Phase II PS&E: $10,851,664.88

  As of the execution of this Agreement, COUNTY has not secured funding for Phase III and IV. At present, the Lump Sum Amount for Phase III and Phase IV is estimated to be $759,120.71 and will be subject to a 5% increase year over year due to rising labor costs. Thus, once COUNTY secures funding for Phase III and Phase IV, an amendment to this Agreement shall be executed to increase the total amount payable by COUNTY and add the Lump Sum Amount for Phase III and Phase IV before COUNTY issues the Notice to Proceed for Phase III and Phase IV.

- Reimbursable Expenses Not-to-Exceed (paid based on actual cost): $50,000.00
- Optional Items (if authorized by COUNTY Contract Administrator): $697,250.00

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

Federal funds:	[☐] are included	[☒] are not included
State funds:	[☐] are included	[☒] are not included

ARTICLE VI TERMINATION

A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) to CONSULTANT of COUNTY's termination. Upon termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and date estimates performed to that date, whether complete or not.

B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COUNTY from CONSULTANT is determined.

D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

The CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

B. Not later than thirty (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 Agreement.

D. CONSULTANT and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 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 Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator 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 Agreement 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 Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI. Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

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

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or rejects the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ARTICLE X SUBCONTRACTING

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

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY Contract Administrator, except that which is expressly identified in the CONSULTANT's Cost Proposal.

C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted.

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

E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in advance of assigning work to a substitute subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by COUNTY Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by COUNTY Contract Administrator, three competitive quotations must be submitted with the request, or the absence of quotations must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR 200 requires a credit to federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the PROJECT.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this PROJECT may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    a. The information contained in the payroll record is true and correct.
    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The Agreement executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

   c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

   d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

contractors and its subconsultants as well as their respective employees, agents, representatives, or independent contractors to comply with all applicable conflict of interest laws and regulations, including but not limited to the Political Reform Act and California Government Code section 1090. Furthermore, CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent contractors and its subconsultants as well as their respective employees, agents, representatives, or independent contractors to comply with the COUNTY's Conflict of Interest Code. CONSULTANT further agrees to cause itself, its respective employees, agents, representatives, or independent contractors to complete any statements of economic interest if required by COUNTY or State law. Notwithstanding any other provision contained in this Agreement, for a breach or violation of this provision, COUNTY shall have the right to immediately terminate this Agreement without liability and seek any other remedy provided by law or equity or this Agreement.

B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.

C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

D. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any subconsultant) shall not be eligible to perform any further phases of this PROJECT or to bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons, though joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

warranty, COUNTY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

If Article V.K identifies that federal funds are used, in whole or in part, to fund the services performed under this Agreement and such federal funding will exceed $150,000 then compliance with the provisions of Article XV as described below is required. If Article V.K identifies that services are not funded in whole or in part with Federal funds of such federal funding will be less than $150,000 then compliance with the requirements of Article XV is not required.

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

1. No state, federal or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations (CCR) Section 8103.

B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR Section 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this cause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

subcontracts to perform work under this Agreement.

G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration (FHWA).

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

A. CONSULTANT or subconsultants shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the Agreement (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these specials provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBE's certified by the CUCP can be found at https://dot.ca.gov/prgrams/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 40 CFR

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTs who enter into a federally-funded agreement will assist the COUNTY in a good faith efforts to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is N/A. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE gal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipients or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying CONSULTANT from future proposing as non-responsible

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

E. Termination and Substitution of DBE subconsultants

CONSULTANT shall utilize the specific DBE listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the COUNTY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form, included in the Bid.

The COUNTY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2) The COUNTY stipulate that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3) Work requires a CONSULTANT's license and listed DBE does not have a valid license under Contractors License Law.
4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5) Listed DBE's work is unsatisfactory and not in compliance with the Agreement.
6) Listed DBE is ineligible to work on the project because of suspension or debarment.
7) Listed DBE becomes bankrupt or insolvent.
8) Listed DBE voluntarily withdraws with written notice from the Agreement.
9) Listed DBE is ineligible to receive credit for the type of work required.
10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Agreement.
11) The COUNTY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1) One or more of the reasons listed in the preceding paragraph.
2) Notices from CONSULTANT to the DBE regarding the request.
3) Notices for the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Agreement to the extent to meet or exceed the DBE goal.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

CONSULTANT shall:

1) Notify the COUNTY Contract Administrator or designated representative of any changes to its anticipated DBE participation.
2) Provide this notification before starting the affected work.
3) Maintain records including:
    - Name and business address of each 1st-tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertified date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall complete a Disadvantaged Business Enterprise (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of Agreement acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of contract acceptance. The COUNTY will withhold $10,000 until the form is submitted. The COUNTY will release the withhold upon submissions of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the Agreement goal is it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out is responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect quantity, ordering the material and installing (where applicable), and paying for the material itself, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

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

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

J. CONSULTANT shall maintain records of materials purchases or supplied for all subcontracts entered into with certified DBEs. The record shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms, DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY Contract Administrator within thirty (30) calendar days.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

ARTICLE XIX INDEMNIFICATION AND INSURANCE

A. Basic Indemnity

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

2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, 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 Agreement and arising out of work performed for COUNTY pursuant to this Agreement. 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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.
2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant, of every Tier.
4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

C. INSURANCE

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

4. Professional Liability

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

5. General Insurance Provisions - All lines:

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

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

c. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ARTICLE XX FUNDING REQUIREMENTS

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

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

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

D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

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

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

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

ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

A. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

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

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

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXV SAFETY

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

B. Pursuant to the authority contained in Vehicle Code Section 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

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

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately, upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

D. 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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

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 Agreement.

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 Agreement 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 Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.

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

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

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

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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

F. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the performance of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX LEGAL COMPLIANCE

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

ARTICLE XXXI EVALUATION OF CONSULTANT

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

ARTICLE XXXII RETENTION OF FUNDS

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

B. COUNTY will withhold the last ten percent (10%) of the budget for preparation of the final PS&E documents. The ten percent (10%) retainage is to be held after ninety percent (90%) of the PS&E phase has been billed

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

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

ARTICLE XXXIII TITLE VI ASSURANCES

CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable, which is attached hereto and incorporated herein by reference.

ARTICLE XXXIV NOTIFICATION

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

ARTICLE XXXV CONTRACT

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

B. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

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

[SIGNATURE PAGE FOLLOWS]

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ARTICLE XXXVI SIGNATURES

COUNTY Signatures

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

DENNIS ACUNA, PE

Director of Transportation

APPROVED AS TO FORM:

County Counsel

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: JUL 01 2025

V. MANUEL PEREZ

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: JUL 01 2025

KIMBERLY RECTOR DEPUTY

Clerk of the Board (SEAL)

CONSULTANT Signatures

CONSULTANT:

DocuSigned by: Darren Adrian
E57ABFB21E1842B... Dated: 5/13/2025

Darren J. Adrian, PE No. 53031

Senior Vice President

CONSULTANT:

Signed by: Jason J. Melchor
19B1F64B42FA47D... Dated: 5/13/2025

Jason J. Melchor, PE No. 65218

Associate

JUL 01 2025 3.40

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ARTICLE XXXVI SIGNATURES

COUNTY Signatures

RECOMMENDED FOR APPROVAL:

_____ Dated: 5/14/2025

DENNIS ACUNA, PE

Director of Transportation

APPROVED AS TO FORM:

County Counsel

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

_____

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KIMBERLY RECTOR

Clerk of the Board (SEAL)

CONSULTANT Signatures

CONSULTANT:

DocuSigned by:
Darren Adrian
E57ABFB21E1842B... Dated: 5/13/2025

Darren J. Adrian, PE No. 53031

Senior Vice President

CONSULTANT:

Signed by:
Jason J. Melchor
19B1F64B42FA47D... Dated: 5/13/2025

Jason J. Melchor, PE No. 65218

Associate

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ATTACHMENT A • SCOPE OF SERVICES

TABLE OF CONTENTS

ARTICLE AI • INTRODUCTION 3
A. PROJECT DESCRIPTION 3
B. LOCATION 5
C. COORDINATION 5
D. PHASES 6
E. STANDARDS 6
F. QUALITY CONTROL 9
G. VALUE ENGINEERING 10
H. KEY PERSONNEL 10
I. COUNTY RESPONSIBILITIES 12
ARTICLE AII • PROJECT ADMINISTRATION 13
A. PROJECT MANAGEMENT 13
B. BUDGETING 14
C. SCHEDULING 14
D. COST ACCOUNTING 14
E. PROGRESS REPORTING 14
F. CONTRACT ADMINISTRATION 14
G. DELIVERABLES 15
ARTICLE AIII • PLANNING AND PROJECT DEVELOPMENT 16
A. RESEARCH AND DATA GATHERING 16
B. PROJECT DEVELOPMENT TEAM 16
C. RIGHT OF ENTRY 17
D. DESIGN SURVEYS 17
E. FINAL DESIGN DRAINAGE AND BRIDGE HYDRAULIC REPORTS 17
F. STORM WATER POLLUTION PREVENTION PLAN 23
G. FINAL GEOTECHNICAL INVESTIGATION AND DESIGN 24
H. FINAL ARCHITECTURAL DETAILS AND VISUAL SIMULATIONS 28
I. FINAL RIGHT OF WAY REQUIREMENTS EXHIBIT 28
J. UTILITY COORDINATION 29
K. MISCELLANEOUS DESIGN SUPPORT 32
ARTICLE AIV • STRUCTURES 33
A. BRIDGE TYPE SELECTION 33
B. STRUCTURAL DESIGN AND CALCULATIONS 34
C. INDEPENDENT CHECK REVIEW AND QUALITY CONTROL 35
D. STRUCTURE SPECIFICATIONS AND ESTIMATES 35
E. STRUCTURE PLANS, SPECIFICATIONS, AND ESTIMATE 35

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ARTICLE AV • ROADWAY 39
A. BASIC ROADWAY PLANS 41
B. CALCULATIONS 41
C. DRAINAGE PLANS 42
D. TRAFFIC PLANS 43
E. MISCELLANEOUS PLANS 43
F. INTERMEDIATE REVIEWS 44
G. QUALITY CONTROL 44
H. DRAFT PLANS, SPECIFICATIONS, AND ESTIMATE (95% COMPLETE) 44
I. FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% COMPLETE) 45
ARTICLE AVI • ENVIRONMENTAL 45
A. CULTURAL 45
B. BIOLOGY 46
C. PERMITTING 49
ARTICLE AVII • CONSTRUCTION BIDDING PHASE (REQUIRES AMENDMENT AND NOTICE TO PROCEED) 51
ARTICLE AVIII • CONSTRUCTION SUPPORT PHASE (REQUIRES AMENDMENT AND NOTICE TO PROCEED) 52
ARTICLE AIX • COMPUTER SERVICES 53
A. CALCULATIONS 53
B. COMPUTER AIDED DRAFTING AND DESIGN 53

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ATTACHMENT A – SCOPE OF SERVICES

ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

The County of Riverside (COUNTY) in cooperation with Caltrans, the City of Banning (CITY) and the Morongo Band of Mission Indians propose to construct a new two-lane roadway extending approximately 3.3 miles from the intersection of Hathaway Street and Westward Avenue in the CITY east to the intersection of Bonita Avenue and Apache Trail in the unincorporated community of Cabazon. The County, on December 7, 2021, completed Phase I, Project Approval/Environmental Document Phase and secured the environmental approval for the project. This Agreement between the County of Riverside (COUNTY) and "Kimley-Horn and Associates, Inc." (CONSULTANT) is to provide professional engineering and environmental services for preparing the Plans, Specifications, and the Estimate (PS&E) to construct the proposed new two-lane road. The environmental services will primarily entail securing the necessary regulatory permits for the construction of the I-10 Bypass Project and implementing and monitoring the Mitigation Measures. CONSULTANT will be responsible for preparing the final Right of Way Needs Maps for the Project. COUNTY, under a separate Request for Proposals, will solicit for the right of way engineering services to prepare appraisal and acquisition documents to secure the necessary right of way for constructing the project. The legal descriptions and plats shall be prepared by COUNTY. During the Bidding and Construction Phases, the CONSULTANT will provide design support services.

The Project is located in the San Gorgonio Pass area of Southern California, partially within the jurisdiction of the COUNTY, the CITY, and the Morongo Band of Mission Indians Tribal Land. The new roadway and bridges would cross undeveloped land south of Interstate 10 (I-10). In the past, emergency closures on the I-10 in the San Gorgonio Pass Area have resulted in motorists being unable to exit the I-10 for long periods of time. The County of Riverside, Caltrans, the California Highway Patrol (CHP), the Cities of Banning, Beaumont, and Palm Springs, and the Morongo Band of Mission Indians in cooperation with the local emergency providers developed the I-10 "Lifeline" Emergency Action Plan to address closures on I-10 between Hargrave Street in Banning and Indian Canyon Drive in Palm Springs. The I-10 Bypass: Banning to Cabazon

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Project is a major component of the "Lifeline" Action Plan.

The new road will serve as a local connection between Banning and Cabazon for motorists, bicyclists, and pedestrians and would provide an alternate road between Banning and Cabazon in the event of a closure on I-10. During a full or partial closure of I-10, the Project would function as an emergency route between the I-10/Hargrave Street Interchange to the west and the I-10/Morongo Trail Interchange or the I-10/Main Street Interchange to the East. In addition, the Project would provide a connection from Cabazon to Banning that does not require an at-grade crossing of the railroad tracks.

Traffic forecast volumes estimate the need for four lanes approximately 20 years after completion of the initial two-lane roadway; therefore a phased approach will be used, with two lanes constructed initially as part of this Project and two additional lanes constructed approximately 20 years later. The approved Environmental Document for the Project includes evaluation of impacts resulting from right-of-way acquisition and grading for the ultimate four-lane facility for the portion of the Project east of existing Westward Avenue to the intersection with Apache Trail and Bonita Avenue. For the portion of the Project utilizing existing Westward Avenue in the City of Banning from Hathaway Street to approximately 4,000 ft to the east, improvements to the existing two-lane facility within the existing right-of-way have been evaluated.

In the Southern California Association of Governments 2021 Federal Transportation Improvement Program (SCAG 2021 FTIP), the Project is programmed to construct two lanes of an ultimate 4-lane roadway. Currently, the funding for the 2-lane facility comes from local funding sources including Western Riverside County Transportation Uniform Mitigation Fee (TUMF) funds. This Project is scoped to construct the 2-lane interim facility. COUNTY plans to seek federal funds for acquiring the right-of-way, utility relocations, and construction of the Project. The right-of-way, utility relocation, and construction documents shall be prepared in complete compliance with the federal process, provisions, and guidelines to qualify for federal funds.

COUNTY will reevaluate the funding outlook from time to time in the hopes to identify sufficient funds for acquiring the right-of-way and grading for the ultimate four-lane facility. The scope and fee of this Agreement includes the grading design, bridge design and right-of-way requirements for the ultimate four-lane facility. The COUNTY may request the design for interim two-lane

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

bridges in the event of a funding shortfall. If requested, this would be treated as an amendment to this Agreement.

B. LOCATION

The Project is located in the San Gorgonio Pass area of Southern California, partially within the jurisdiction of the COUNTY, the CITY, and the Morongo Band of Mission Indians Tribal Land.

C. COORDINATION

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

- Caltrans
- Federal Highway Administration (FHWA)
- California Highway Patrol (CHP)
- City of Banning
- Community of Cabazon
- Morongo Band of Mission Indians
- Bureau of Indian Affairs (BIA)
- Riverside County Transportation Commission (RCTC)
- Western Riverside Council of Governments (WRCOG)
- Coachella Valley Association of Governments (CVAG)
- Western Riverside County Regional Conservation Authority (RCA)
- Environmental Protection Agency (EPA)
- California Department of Fish and Wildlife (CDFW)
- US Fish and Wildlife Services (USFWS)
- US Army Corps of Engineers (USACE)
- Regional Water Quality Control Board (RWQCB)

All contacts with CALTRANS will be directed through the COUNTY. Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein. The COUNTY PROJECT MANAGER will conduct these reviews in addition to the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by CONSULTANT with approval of COUNTY.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

D. PHASES

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

- Phase II – Plans, Specifications & Estimate (PS&E)
- Phase III – Bid Support
- Phase IV – Construction Support

COUNTY has completed "Phase I – Project Approval/Environmental Document (PA/ED) Phase" on December 7, 2021 and secured the environmental approval for the PROJECT. Phase II shall proceed upon written Notice to Proceed (NTP) by COUNTY. The subsequent phases shall not proceed until authorized in writing by COUNTY. As of the execution of this Agreement, COUNTY has not secured funding for Phase III and IV. At present, the Lump Sum Amount for Phase III and Phase IV is estimated to be $759,120.71 and will be subject to a 5% increase year over year due to rising labor costs. Thus, once COUNTY secures funding for Phase III and Phase IV, an amendment to this Agreement shall be executed to increase the total amount payable by COUNTY and add the Lump Sum Amount for Phase III and Phase IV before COUNTY issues the Notice to Proceed for Phase III and Phase IV.

E. STANDARDS

The Plans, Specifications and Estimates shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY PROJECT MANAGER. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions. The Engineering documents are not expected to be reviewed by or be under the purview of CALTRANS. However, considering the possibility of federal funds being authorized for the project, responding to one cycle of comments from CALTRANS Local Assistance on Bridge Type Selection Reports is included with the scope of work.

Environmental

The procedures to be followed and the content of the environmental surveys, environmental technical reports, and environmental documents are set forth in CALTRANS Project Development Procedures Manual

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

(PDPM), CALTRANS Transportation Laboratory technical manuals for environmental studies, FHWA's Technical Advisory T6640.8A and CALTRANS Standard Environmental Reference (SER) on the CALTRANS website.

Federal and state requirements for environmental analysis and impact assessment, as set forth in the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and other applicable federal and state regulations, must be satisfied.

Final Survey/Aerial Topographical Mapping

All final surveys and aerial mapping shall be performed by COUNTY. Supplemental surveys, if requested by the COUNTY, shall be performed by the CONSULTANT in accordance with the current CALTRANS "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards as approved by COUNTY. If requested, Supplemental surveys will be implemented as an optional items as defined herein.

Plans, Specifications, and Estimate

Bridge plans shall be prepared in accordance with the current editions of the bridge design specifications, manuals, aids, and CALTRANS guidelines, Division of Structures. COUNTY title blocks shall be used in preparation of bridge plan sheets.

Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions and/or COUNTY Road Standards as appropriate. Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement.

Roadway plans shall be prepared electronically in conformance with the CALTRANS Plan Preparation Manual and the CALTRANS CADD User's Manual of Instructions. Roadway plans shall be prepared with MicroStation Version V8i. All roadway plans shall be on single sheet files. Graphic files shall be two-dimensional and shall conform to the CALTRANS data format as defined in CALTRANS CADD User's Manual of Instructions. Electronic files in pdf format shall be provided with the final PS&E submittal.

Plans and specifications shall be prepared in conformance with COUNTY requirements. As part of the work involved in the preparation of the PS&E, the CONSULTANT shall prepare and furnish to COUNTY special provisions for items of work included in the plans which are not covered in the Standard Specifications or CALTRANS-approved SSPs.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Special Provisions shall be prepared using Microsoft Word conforming to CALTRANS format and content. CONSULTANT shall coordinate with COUNTY staff regarding procedures for specification and special provision preparation prior to commencing preparation of specifications. COUNTY PROJECT MANAGER and the staff will provide the boiler plate special provisions to be reviewed and included with technical special provisions by CONSULTANT. COUNTY PROJECT MANAGER will also provide the format to be used for Engineer's Estimate. This format shall be strictly adhered to.

Geographical Information System (GIS)

a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.

b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.

d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of COUNTY GIS information.

e. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

feasible. However, CONSULTANT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.

f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

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

Project Files

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

F. QUALITY CONTROL

1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared by CONSULTANT for this PROJECT and shall check all such material

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on PROJECT.

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

G. VALUE ENGINEERING

1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY PROJECT MANAGER may direct the CONSULTANT to examine the various elements of a design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages can be realized. The statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct immediate design changes where the value of the change is apparent without the need of detailed study and analysis.

2. CONSULTANT or its subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall not be used in the plans and specifications.

H. 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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

COUNTY PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

Assignment	**Key Personnel**
Project Manager	Darren Adrian, PE
Lead Roadway Engineer	Alan Huynh, PE
Lead Structures Engineer	Andrew Sanford, PE
Lead Environmental Planner	John Ko
Lead Hydraulics/Drainage Engineer	Richard Lucera, PE, QSD/P, CFM
Lead Traffic Engineer	Jason Melchor, PE
Quality Control/Quality Assurance Engineer	Jason Valencia, PE

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

I. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
  - Provide survey controls.
  - Verify that County survey control points are still in place and undisturbed.
  - Provide supplemental topographic surveys and mapping suitable for PS&E phase work. County may request CONSULTANT to provide supplemental surveys as an optional items as defined herein.
  - Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
  - Prepare existing right-of-way and parcel mapping.
  - Coordinate permits for right-of-entry with property owners.
  - Obtain and review title reports, identify easements and encumbrances.
  - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
  - Perform right-of-way negotiations and acquisitions.
  - Certify new acquired right-of-way.

Field Surveys and Mapping (Optional – if authorized in writing by COUNTY PROJECT MANAGER)

- Provide aerial mapping in Caltrans presentation format with two-foot contours within the limits shown on the attached Surveys Exhibit.
- Provide topographic scanning within areas of Smith Creek, San Gorgonio River and other areas as defined on the attached Surveys Exhibit.
- Provide ground surveys at project tie-ins along Westward Avenue, Hathaway Street, Bonita Avenue, and Apache Trail to encompass 25-foot cross sections, street features, and surface utility features within existing street right-of-way. See attached Surveys Exhibit for limits.
- Performance of these optional tasks will require written authorization from the COUNTY Contract Administer/COUNTY PROJECT MANAGER.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Provide up to five field survey days to obtain additional information necessary for the design such as: selective property boundaries, utility pothole locations, localized flowlines and creek banks, cultural features, and utility features.

Submittal Reviews

The COUNTY will participate in submittal reviews that use the Bluebeam software set up as a shared session by the CONSULTANT. This will result in one set of consolidated comments from the COUNTY for each submittal milestone.

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

This task includes the day-to-day management of the PROJECT. Project Development Team (PDT) meetings with the COUNTY PROJECT MANAGER, and the representatives from affected agencies will be held as appropriate. Other team leaders and/or subconsultants will attend PDT meetings as appropriate. The CONSULTANT shall prepare the meeting agenda and minutes for previous meeting and have these available for review at least one week prior to each succeeding meeting. The CONSULTANT shall document project submittals (Submittal Log), key project decisions, and action items (Action Item Log) in a Project Chronology Matrix.

The CONSULTANT's Project Management Plan (PMP) will include a Communication Plan. The Communication Plan will consist of a roster of staff involved in the PROJECT and multiple forms of contact for each team member (address, telephone number, e-mail, etc.). The roster of staff will be revised as necessary for the duration of the PROJECT and distributed to the PDT. The Communication Plan will also identify lines of communication with levels of responsibility/authority for development of the PROJECT.

Deliverable:

- Project Management Plan (PMP)

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Additional Project Coordination

The CONSULTANT will provide up to 200 additional project management and coordination hours as requested by the COUNTY for items that are not specifically identified in this scope of services.

B. BUDGETING

The CONSULTANT will prepare budgets for each task and milestone for the PROJECT. Such budgets will be entered into the CONSULTANT's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control.

C. SCHEDULING

Within one month from the Notice to Proceed (NTP), the CONSULTANT will provide a detailed project schedule, which indicates milestones, major activities and deliverables, to the COUNTY for review and comments. This schedule will reflect assumed review times necessary by all of the agencies involved. Review of the schedule will occur at subsequent PDT meetings. Adjustments will be made, if necessary, due to changing circumstances.

D. COST ACCOUNTING

The CONSULTANT will prepare monthly reports of expenditures for the PROJECT by task and milestone. Expenditures will include lump sum value earned and reimbursable expenses. These reports will be included as supporting data for invoices presented to the COUNTY every month.

E. PROGRESS REPORTING

Progress reports and invoices shall be prepared in accordance with COUNTY guidelines. Reports providing actual physical progress and an Earned Value Analysis will be required monthly and shall be accompanied by an invoice.

F. CONTRACT ADMINISTRATION

The CONSULTANT's Project Manager shall maintain ongoing liaison with the COUNTY PROJECT MANAGER, Agency contacts, and utility companies to promote effective coordination during the course of project development.

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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

PS&E close-out will be part of this task. Activities associated with the close-out entail verification that contract requirements have been completed, project hard copy and electronic files have been updated and archived, and project can be closed.

G. DELIVERABLES

The deliverables to the COUNTY by the CONSULTANT are identified below. They are also listed under each associated task. In addition to any requirement as specified in this Agreement, all deliverables will be provided in Acrobat Portable Document Format (pdf). Three hard copies of each final deliverable of the plans, specifications, and reports (excludes drafts) will be provided to the COUNTY.

- Project Management Plan (PMP)
- Project Schedule
- Final On-Site Drainage Report
- Final Bridge Hydraulics Report
- Concept Storm Water Pollution Prevention Plan (SWPPP)
- Draft and Final Materials Report
- Draft and Final Geotechnical Design Report
- Preliminary Foundation Reports for Type Selection
- Draft and Final Bridge Foundation Report (FFR)
- Right-of-Entry / Encroachment Permits
- Final architectural details for bridge aesthetics
- Utility Relocation Letters
- Utility Potholing Summary
- Composite Utility Plans
- Draft and Final Technical Specifications
- Draft and Final Engineer's Cost Estimate
- Final Right-of-Way Requirements Exhibit
- Design Exceptions Fact Sheet (updated for final design)
- Final Traffic Management Plan (TMP)
- 65%, 90%, 95%, and Final Bridge, Roadway, Lighting and Landscape Plans
- 65%, 90%, 95%, and Final Structure PS&E Package

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Permit Applications to USACE, CDFW, and RWQCB for geotechnical borings
- Permit Applications to USACE, CDFW, and RWQCB for construction activities
- Various reports necessitated by environmental documents including: Cultural Resources Mitigation and Monitoring Plan (CRMMP), Paleontological Resources Impact Mitigation Program (PRIMP), Restoration Plan, Wildlife fencing plan, Habitat Mitigation and Monitoring Plan (HMMP) , Determination of Biologically Equivalent or Superior Preservation Report (DBESP), and Translocation plan for Tortoise.
- Quality Control/Quality Assurance Plan (updated for final design)

Assumptions:

- Project duration for Phase II (PS&E) is assumed to be 36 months. If the schedule is extended, we will need to review our effort for a potential amendment.

ARTICLE AIII • PLANNING AND PROJECT DEVELOPMENT

A. RESEARCH AND DATA GATHERING

Existing topographic mapping, photos, reports, maintenance reports, right-of-way maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, utility index maps, local street improvement/development plans, and other pertinent data will be obtained and reviewed.

CONSULTANT will obtain readily available data related to their scope of work including the approved EA/EIR for the Project as well as any technical studies prepared in support of the EA/EIR. Anticipated agencies are the COUNTY, CALTRANS, City of Banning, and impacted utility companies.

B. PROJECT DEVELOPMENT TEAM

A PDT including representatives from the COUNTY and other relevant agencies shall be established within 15 days after NTP.

PDT meetings shall be held to resolve issues and to apprise the affected agencies of the progress of the PROJECT. A kick-off meeting with the PDT (PDT Meeting No. 1) shall be held as soon as possible after NTP.

Assumptions:

- Up to 24 PDT Meetings with up to 12 being in-person held at COUNTY offices in hybrid format (in-person and virtual).

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

C. RIGHT OF ENTRY

CONSULTANT shall identify locations outside the roadway right-of-way where it will be necessary to obtain specific rights-of- entry from affected property owners. The listing of the candidate locations will be furnished to the COUNTY. The COUNTY will contact property owners. CONSULTANT will be informed if their support is required to obtain rights-of-entry.

Resource agency permitting is included in Article AVI, Section C of this scope of work.

D. DESIGN SURVEYS

COUNTY shall perform field surveys, ground control, photogrammetric mapping, and digital terrain modeling.

E. FINAL DESIGN DRAINAGE AND BRIDGE HYDRAULIC REPORTS

A Final Design Drainage Report will be prepared to document hydrologic and hydraulic calculations necessary to complete drainage improvement plans related to the project. CONSULTANT will evaluate the flows across and along the Project alignment. Prior to developing drainage calculations, a reconnaissance will be conducted. Available documents pertinent to this Design Drainage Report will be obtained from the COUNTY for review. The Design Drainage Report will quantify the magnitude and frequency of design flows from adjacent areas to the PROJECT area, as well as the volumes attributable to the proposed improvements. The Final Drainage Design will consist of the following primary components:

1. Bridge Hydraulic Design Analysis to justify adherence of freeboard criteria and suitable foundation depth
2. 2D Sediment Transport Analysis to support permitting through CDFW
3. Conditional Letter of Map Revision to establish and quantify project impacts to Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas and comply with the County's Floodplain Ordinance
4. Roadway Drainage Analysis to justify the design of swales, inlets, pipes, cross culverts, etc.
5. Post Construction Stormwater Quality Analysis to demonstrate compliance with regional and municipal standards for permanent Best Management Practice (BMP) implementation.

<u>E.1 Bridge Hydraulic Design Analysis</u>

For the bridges proposed on Smith Creek, San Gorgonio River, and Smith Creek tributary a Final Bridge Hydraulics Report will be prepared. The following tasks will be performed:

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Conduct field review of the site as well as upstream and downstream reaches to observe the physical conditions and obtain the necessary hydraulic modeling parameters.
- Prepare a one-dimensional hydraulic evaluation of Smith Creek, San Gorgonio River and Smith Creek Tributary in the area of the proposed project using HEC-RAS. The previous analyses from the PA/ED phase will be updated and based on the accepted 100-year flow rates and updated topographic mapping provided by the client. A debris factor will be applied to the bridge piers, if appropriate. The hydraulic analyses will be used to provide the bridge opening dimensions, low chord elevation with consideration given to freeboard requirements, and the bridge alignment. Based upon the project Environmental Impact Report/Environmental Assessment (EIR/EA), evaluation of the "check flood" event is required (i.e. 200-year or higher event). Peak flow rates for the "check flood" event is assumed to be available from the client or FEMA – or in the absence of published values will be scaled relative to the 100-year as a function of 24-hour precipitation.
- Perform final design of the preferred bridge alternative at each location. The design will include tasks necessary to finalize the HEC-RAS analysis of the preferred alternative. In addition, local scour analyses of the piers will be performed to determine additional protection required for these structures.
- Prepare a report summarizing the results and recommendations of the analyses.
- Prepare a one-dimensional sediment transport analysis to determine the general scour and long-term scour at each of the three project bridges. The analysis will determine the adequate design of the bridge piers and appurtenances for channel bed scour. Soil gradations will be provided at three locations in the stream bed for each bridge location. Long term scour inherently requires the development of continuous long term hydrologic simulation (quasi-unsteady flow) based upon historic rainfall data to be provided by the County. Development of quasi-unsteady flow will be performed using HEC HMS.
- Provide supporting narrative, methodology, summary of results, and exhibits.

Deliverables for Task E.1.

- Draft and Final Bridge Hydraulics Report - pdf and two Hard Copies

Notes & Assumptions pertaining to E.1.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Analysis will build upon modeling work completed for the Preliminary Location Hydraulic Study developed by Kimley Horn in May 2015. Water surface elevation results shall be incorporated into Task E.3.
- 100-year Steady State flow rate will be based upon FEMA value, or as otherwise provided by Riverside County Flood Control. This task does not include steady state hydrology evaluation.
- Unsteady flow based upon long term simulation will be provided by CONSULTANT to support development of long-term scour for the sediment transport analysis. The COUNTY will provide representative long-term daily rainfall data in spreadsheet format.

E.2 Two Dimensional Sediment Transport Analysis to Support Resource Agency Permitting

California Department of Fish and Game is requiring that the project be separately analyzed for lateral channel migration and sediment transport.

A lateral migration analysis will be conducted based on a site visit, historical aerial photographs, and available historic topography. This will assess the potential for lateral migration of the braided streams in the vicinity of the proposed bridges to aid in locating the proposed bridge abutments.

A sediment transport model will be developed using SRH-2D to simulate existing and proposed sediment transport trends in the vicinity of the proposed bridges. Inflowing sediment load will be approximated near the upstream end of each reach based on the assumption of an equilibrium condition. A sensitivity analysis of the inflowing load for the existing conditions model runs will be conducted by increasing or decreasing the approximate equilibrium load in order to study source-limited and capacity-limited sediment transport conditions. This will be used to select an inflowing load that is appropriate for the proposed conditions model runs.

Hydrology for the sediment transport modeling will consist of an approximation of the channel forming discharge hydrograph, assumed to correspond to the 10-year (0.1 AEP) event. A series of 10-year events will be modeled in SRH-2D to approximate long term bed change trends at the proposed bridges. A simulation with the 100-year design storm hydrograph will also be run to approximate the additional sediment transport due to the design storm (general scour).

The following SRH-2D model runs are proposed:

1. Existing conditions without the I-10 Bypass; equilibrium load
2. Existing conditions without the I-10 Bypass; source-limited sediment load
3. Existing conditions without the I-10 Bypass; capacity-limited sediment load

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

4. Proposed conditions with initially assumed bridges design
5. Proposed conditions iteration #1
6. Proposed conditions iteration #2
7. Proposed conditions iteration #3
8. Proposed conditions iteration #4

As a part of model Runs 1-3, we will compare inundation extents at or near the 100-year design storm peak with published FEMA flood insurance rate map inundation limits and will adjust Manning's *n* values within reasonable limits to provide a better match.

A technical memorandum will be prepared that summarizes the analyses. This memo will be submitted with model files and other relevant backup data used in this study

Deliverables for Task E.2.

- Draft and Final Sediment Transport Analysis - pdf and two Hard Copies

Notes & Assumptions Pertaining to E.2.

- Unsteady flow for average annual conditions shall be taken from Task E.1. No hydrology is included under Task E.2.
- Sediment properties will be derived from work done under Article AIIIG.
- Analysis for future conditions associated with reclamation of the mining site is not included as part of this task.
- Limits of this analysis are within the area of the proposed project alignment as indicated in the attached Sediment Transport Analysis Exhibit.

E.3 Conditional Letter of Map Revision.

A Conditional Letter of Map Revision is required to comply with Section 8 of the County's Floodplain Ordinance (Ordinance 458 as amended through 458.17), which requires that development greater than 5 acres to determine specific base flood elevations, quantify project impacts to base flood (if any), and receive approval of the analysis by FEMA.

- A project analysis will be developed for the 100-year condition using a 1-dimensional steady state HEC RAS model along San Gorgonio River and Smith Creek.
- Hydrology for flood sources within the San Gorgonio River and Smith Creek will be based upon published values from FEMA or Riverside County Flood Control. No hydrology is included in this task.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- An evaluation of pre and post project flows is not considered relevant to this task based on the large magnitude of flow within the watershed compared to new impervious surface of roadway. We also do not anticipate the design of peak flow control basins.
- The post project analysis will be taken from the results of Task E.1.
- This task requires development of supporting documents consisting of project narrative, certified topographic work maps, pre and post project floodplain work maps, annotated FIRM, MT-2 application material, draft public notification letter, and certified mail receipts. The COUNTY shall be responsible for distribution of public notification letters and certified mail receipts. The CONSULTANT shall be responsible for the draft public notification letter and spreadsheet of impacted addresses.

Deliverables for Task E.3.

- Draft Conditional Letter of Map Revision (CLOMR) Submittal Package for County Review - pdf and two Hard Copies
- Final CLOMR Submittal Package for County Review - pdf and two Hard Copies
- Draft CLOMR Submittal Package for FEMA Review – Submitted Online
- Pre-Final CLOMR Submittal Package for FEMA Review – Submitted Online
- Final CLOMR Submittal Package for FEMA Review – Submitted Online

Notes & Assumptions Pertaining to E.3.

- 100-year steady state flows shall be based upon published FEMA values, or as otherwise provided by Riverside County.
- The COUNTY shall be responsible for distribution of public notification letters and certified mail receipts.

E.4 Roadway Drainage Analysis

Consultant shall develop a hydrology and hydraulic analysis to support the design of roadway drainage improvement plans described under Article A.V.C of the scope of work. The elements of the on-site drainage analysis will consist of:

- Rational Method Hydrology for roadway drainage improvements (approximately 1,400 acres) for 2-year, 5-year, 10-year and 100-year storms of 3-hour, 6-hour, and 24-hour durations, post project condition (AES Software).
- Hydraulic Analysis of roadway gutter flows and inlet location for 10-year and 100-year, post project

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

condition. (Software to be determined)

- Hydraulic analysis of inlet sizing for 10-year and 100-year post project condition. (Bentley FlowMaster)
- Hydraulic analysis of roadway drainage pipes for 10-year and 100-year post project condition (WSPG)
- Energy dissipation calculations at point of discharge for 100-year post project condition (spreadsheet)
- Unit Hydrograph Hydrology to develop flows for drainage areas larger than square mile, performed using HEC HMS in combination with the Riverside County pre-processing tool.
- Supporting narrative, methodology, summary of results, and exhibits.

Deliverables for Task E.4.

- Pre-Final and Final Drainage Report - pdf and two Hard Copies

Notes & Assumptions Pertaining to E.4.

- Analysis will build upon Draft Drainage Report prepared in the previous phase. CONSULTANT represents and warrants that CONSULTANT's duties and services under the previous agreement did not include preparing or assisting the COUNTY with any portion of the COUNTY's preparation of a request for proposal, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the COUNTY. The COUNTY at all times retained responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications was limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT cooperated with COUNTY to ensure that all bidders for a subsequent contract on any subsequent phase of this project had access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to the previous agreement.

E.5 Post Construction Stormwater Quality Analysis

The Project is in the Whitewater River watershed. Most of the runoff upstream of the Project area is from the San Bernardino Mountains and is conveyed through the Project area via Smith creek and the San Gorgonio River. Smith Creek confluences with the San Gorgonio River near the eastern part of the project. The San Gorgonio River then continues south and discharges to the Whitewater River and eventually to the

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Salton Sea. The whole watershed is part of the Colorado River Basin. The Project does not fall into any of the Priority Development Project Categories and therefore will not be subject to the preparation of a Water Quality Management Plan (WQMP). However, the MS4 Permit does require the Project to implement BMPs to the maximum extent practicable to reduce the discharge of pollutants through good management practices; control techniques; design and engineering methods; and such other provisions that are appropriate. The CONSULTANT will implement the BMPs into plans and specifications as appropriate. The post construction water quality analysis will consist of the following elements:

- Roadway swale velocity and residence time during 85th percentile storm event to assist in evaluating infiltration potential along the proposed parallel earthen roadway swales.
- Calculations to demonstrate additional infiltration within adjacent stormwater basins. We anticipate analyzing up to six infiltration basins.
- Summary Report with supporting narrative, methodology, summary of results, and exhibits

Deliverables for Task E.5.

- Draft and Final Water Quality Analysis - pdf and two Hard Copies

Notes & Assumptions Pertaining to E.5.

- City of Banning mandatory infiltration requirements do not pertain to this roadway improvement project.

F. STORM WATER POLLUTION PREVENTION PLAN

Erosion and sediment control plans for the site will be prepared consistent with General Permit requirements. These plans will be at scale 1"=40' and will indicate erosion control Best Management Practices (BMPs) to be implemented by the contractor prior to and during construction. This plan will be used as the basis for preparation of the formal Storm Water Pollution Prevention Plan (SWPPP).

CONSULTANT will prepare a conceptual SWPPP to assist in bidding for the final SWPPP to be prepared by the Contractor. This report will incorporate the Erosion and Sediment Control Plan and details for the construction site as described above. Preparation of a conceptual SWPPP requires risk level determination calculations that will further define the requirements. These calculations will be provided according to the current risk level spreadsheet mandated by the California State Water Resource Control Board.

The SWPPP will be designed to address the following objectives:

- Pollutants and their sources, including sources of sediment associated with construction, construction site erosion and other activities associated with construction activity are controlled

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Where not otherwise required to be under a Regional Water Board permit, non-storm water discharges are identified and either eliminated, controlled, or treated
- Site BMP selection to result in the reduction or elimination of pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT)
- Stabilization BMPs installed to reduce or eliminate pollutants after construction is completed

Deliverables:

- Draft and Final conceptual SWPPP - pdf and two Hard Copies

Notes & Assumptions

- The conceptual SWPPP serves as a guide for the Contractor who will be responsible for developing, implementing, and monitoring the final SWPPP.
- Final calculations and details for BMPs will be developed by the Contractor for the final SWPPP.
- The project is assumed as a Risk Level II. If the risk level is determined to be different, then we will need to re-evaluate our effort.

G. FINAL GEOTECHNICAL INVESTIGATION AND DESIGN

Geotechnical Task 1: Materials Report

Based on results from the field explorations and laboratory testing, the CONSULTANT will prepare a Materials Report (MR) during the PS&E phase of the project and develop final design pavement sections. CONSULTANT will provide appropriate Traffic Index (TI) values for COUNTY approval before pavement design. Pavement design will be conducted utilizing procedures described in Highway Design Manual Chapters 600 through 630.

The CONSULTANT will prepare a draft and final MR for review by the COUNTY. After review comments are received on Draft, CONSULTANT will address them in the final MR, as applicable.

Deliverables:

- Draft and Final Materials Report

Geotechnical Task 2: Geotechnical Design Report (including Field Exploration and Laboratory Testing) and Foundation Report for the PS&E Phase

The CONSULTANT will prepare a Geotechnical Design Report (GDR) and a Bridge Foundation Report (FR) for each bridge, providing final design and construction recommendations for the bridges,

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

roadway embankments, and general earthwork. As part of this task, a geotechnical subsurface investigation will be performed to collect subsurface soil and groundwater information to support the project design in general accordance with Caltrans practice. For bridges, CONSULTANT will conduct a field investigation with two borings located near each proposed support. These borings will be drilled to a depth of 60 to 100 feet or to refusal.

The proposed exploration locations for the bridges and along the roadway alignment will be depicted on a boring plan that includes access routes as part of the general Work Plan. The Work Plan must be reviewed and approved by the COUNTY prior to the start of any geotechnical work. The CONSULTANT will obtain a permit from the City of Banning and encroachment or right-of-entry permit from the Morongo Band of Mission Indians as necessary.

If water is present in the active riverbed in Smith Creek or San Gorgonio River, borings will be drilled as close as practical to the proposed Pier locations to obtain necessary geotechnical data for the design of bent columns. If water is not present in the low-flow channel, the CONSULTANT will perform boring at the planned bent location.

Upon approval of the proposed boring plan and receipt of required permits, the locations of the proposed field explorations will be marked, and Underground Service Alert (USA) will be notified to locate and mark existing lines and subsurface structures in the vicinity of proposed explorations. In addition, the CONSULTANT will subcontract with a private service (geophysical survey) to attempt to locate utilities in the area immediately surrounding the proposed boring locations to decrease the risk from drilling.

CONSULTANT will obtain soil specimens for sediment transport study. Specimen will be collected using a shovel from surface to two feet below surface. Sieve analysis will be performed on these samples.

CONSULTANT will obtain three representative soil specimens at each bridge for scour study: one at 100' upstream, one at bridge location (sample will be collected from one of the pier boring), and one at 100' downstream. Specimen will be collected using a shovel at a depth of about 1 to 2 feet below the channel bottom. A total of nine samples will be obtained and sieve analysis will be performed on these samples.

Shallow Infiltration Tests: Four double-ring infiltrometer tests will be performed in accordance with ASTM D-3385 utilizing a TurfTec International 24-inch diameter device to measure soil infiltration rates. The 24-inch diameter and 12-inch diameter rings, one inside the other, will be driven into the ground. The rings will be partially filled with water and maintained at constant level. The volume of water added into the outer ring

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

and inner ring to maintain the constant level will be recorded with time. Two sets of flow quantity versus time readings will be taken at the same test location until a trend in flow rate is developed.

Deep Infiltration Tests: Eight deep infiltration tests will be performed. Depth of the wells will depend on the design invert elevation of the proposed basin but is assumed to be no more than 10 feet below existing ground. The wells will not be sampled, though the soil type will be observed for comparison and documented in well logs. Each well will be soaked overnight and infiltration testing will commence the following day. Well infiltration testing will be performed following USBR 7300-89 method.

Laboratory testing will be performed on selected soil samples obtained during the field exploration to evaluate their engineering properties. The testing will be performed using current ASTM or Caltrans test methods. The following tests are anticipated:

- Moisture content and dry unit weight
- Grain-size distribution
- Atterberg limits
- Direct shear strength
- Consolidation
- Expansion Index
- R-value
- Sand equivalent
- Preliminary corrosivity (resistivity, pH, soluble sulfates, and soluble chloride)

The selected type and frequency of laboratory testing will depend on the nature of the soils encountered. Upon completion of the field exploration and laboratory testing, geotechnical engineering analyses will be performed as follows for GDR and FR:

- Development of design soil profiles and parameters, and design groundwater level
- Development of geologic cross sections for global slope stability analyses of the proposed embankments and (if necessary) retaining walls, and preliminary slope stability evaluation of the existing slopes, as applicable
- Evaluation of potential seismic hazards, including liquefaction and seismic slope instability
- AASHTO LRFD design of deep foundations consisting of cast-in-drilled-hole concrete piles or cast-in-steel-shell piles with or without casings

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Final seismic design recommendations
- Final liquefaction and lateral spread mitigation requirements
- Log of Test Borings (LOTB) for each of the bridge borings and boring logs for other borings
- Earthwork and grading recommendations to assist designers in the development of project specifications
- Construction considerations

The CONSULTANT will prepare a draft and final GDR and FR for review by the COUNTY.

Deliverables:

- Draft and Final Geotechnical Design Report
- Three Preliminary Foundation Reports for Type Selection
- Three Draft and Final Bridge Foundation Reports
- Right-of-Entry / Encroachment Permits for geotechnical investigation

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Assumptions:

- Up to 60 borings along the proposed alignment at the general locations indicated in the attached Boring Location Map.
- Sediment transport samples within the adjacent drainages at the general locations indicated in the attached Sediment Transport Analysis Exhibit. This shows five locations requiring two samples at each – one at surface and one approximately two feet deep.
- Nine soil specimens will be collected for scour study: one at 100' upstream of each bridge, one at bridge location at each bridge (sample will be collected from one of the pier boring), and one at 100' downstream of each bridge.

H. FINAL ARCHITECTURAL DETAILS AND VISUAL SIMULATIONS

The CONSULTANT will provide final architectural details and visual simulations for the bridge architectural features including the pilasters, exterior railings, and barrier treatments. The final architectural details will be based on the approved conceptual details as processed through COUNTY, City of Banning, and Morongo Band of Mission Indians. Final details will show all art work and graphics necessary for the bridge PS&E and will be routed through the project stakeholders for review and approval. The final details will be incorporated into the structural aesthetics plans, specifications, and estimate for bidding and construction.

Visual simulations will be developed in 3D graphics format to allow views from multiple perspectives and may be used for final design level detailing as well as COUNTY and City staff reviews.

Deliverables:

- 3D graphics for architectural treatments (up to 3 key views)

Assumptions:

- The agreed upon theme and approved details will apply to all three bridges in the same manner.
- Up to three conceptual bridge concepts will be developed. It is assumed that consolidated comments received will be incorporated into the final design drawings.
- Final architectural details for bridge aesthetics will be provided with the Structure Aesthetic Details.

I. FINAL RIGHT OF WAY REQUIREMENTS EXHIBIT

Right of way exhibit preparation will follow current COUNTY procedures. The CONSULTANT will coordinate with the COUNTY regarding the information that will be presented in the exhibit.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

The CONSULTANT will submit draft and final right of way requirements exhibits to the COUNTY for review and comment. It is anticipated that COUNTY will use the approved right of way requirements exhibit to prepare the Legal Descriptions, Plats and Right of Way Maps to acquire the necessary right of way. The COUNTY will be responsible for completion of land acquisition activities.

The CONSULTANT will assist the COUNTY in right of way coordination. This involves attending up to twenty meetings to assist in presenting the project and discussing right-of-way impacts. It also involves coordination needed between the designer and right-of-way consultant.

Deliverables:

- Draft and Final Right of Way Requirements Exhibit – PDF and 2 Hard Copies

Assumptions:

- We anticipate three exhibits to encompass City of Banning, Morongo Band of Mission Indians, and Unincorporated County of Riverside
- Up to 200 hours has been assumed for right of way coordination.

J. UTILITY COORDINATION

The intent of the COUNTY is that the services of the CONSULTANT shall be complete and "turn-key" with respect to all utility coordination matters, except for those procedures that must be performed by COUNTY. This project is proposed to be funded mainly by state and federal funds and must therefore conform to the processes and procedures of the CALTRANS Office of Local Programs.

CONSULTANT shall coordinate with utility owners and COUNTY utility coordination staff with respect to all utility related matters. CONSULTANT shall provide copies of all correspondence with utility companies and other utility related information to the COUNTY. Correspondence, as described herein, shall be prepared by CONSULTANT for either CONSULTANT or COUNTY signature, as appropriate, and as directed by the COUNTY'S Project Manager.

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

CONSULTANT shall Identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. CONSULTANT shall prepare composite utility plans, which shall include all existing utilities (above ground and below ground) and utilities that are identified in utility maps.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

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

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

The following shall be conducted to the extent of identifying conflicts, prior rights, relocation needs and cost impacts:

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

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

CONSULTANT shall monitor responses of utility notices received and make recommendations for mitigating conflicts. CONSULTANT shall provide written responses to utility companies with regard to stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the COUNTY PROJECT MANAGER and County utility coordination staff as early as practical. CONSULTANT, through COUNTY staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners. Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to accommodate their facilities. CONSULTANT understands that the utility companies are generally operating within the COUNTY right-of-way, but may have prior rights to that of the COUNTY in some cases. CONSULTANT shall coordinate inclusion of special provisions in County's bid documents for adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require that cooperative agreements be prepared by COUNTY between the County of Riverside and the owning utility companies. CONSULTANT

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.

CONSULTANT shall conduct utility coordination meetings, as needed, regarding adjustments and relocations, to resolve conflict issues.

CONSULTANT shall make recommendations for special provision language with regard to utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items, etc.

If new electrical service will be needed, CONSULTANT shall provide support as directed by COUNTY. Such support includes, but is not limited to, the following responsibilities:

Obtain approved electrical service point from the serving electric company for each service equipment enclosure to be installed, and identify requirements that the serving electric company has for the provision of service. Fulfill serving electric company requirements as appropriate, and advise COUNTY of requirements that are beyond the scope of the consultant (e.g., applications for service).

- Serving electric company shall be notified that Electrical Safety Orders clearance requirements must be met (10 feet radial clearance between 12kv overhead electrical facilities and signal poles and mast arms, and greater clearance for higher voltage electrical facilities). Show such clearance conflicts on the plans with construction notes.
- Submit plans indicating proposed service connection locations to serving electric company for approval (service equipment enclosure, conduit runs, riser quadrant, pole number, and connections to vaults as appropriate).
- Provide detailed load calculations to serving electric company, with a copy to the COUNTY, which provides calculations of the normal and maximum expected loads.

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

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

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

The CONSULTANT will show utilities according to readily available information. The COUNTY will provide field surveys with surface utility features shown and labeled. The COUNTY will provide field surveys to locate utility potholing determined to be necessary.

Utility relocations are anticipated to include adjustments to surface features (raising or lowering manholes and valves). Separate utility relocations designs are not anticipated.

Deliverables:

- Utility Relocation Letters
- Utility Potholing Summary
- Final Composite Utility Plans

Assumptions:

- Up to six field meetings for utility coordination.
- Up to twelve separate meetings with utility agencies (six in person and six virtual)
- Provide up to 20 potholes. Traffic Control Plans are not anticipated to be necessary and are not included. Potholes will be backfilled with native material or asphalt concrete cold patch if within roadway. Hazardous material handling is not anticipated and is not included.

K. MISCELLANEOUS DESIGN SUPPORT

Design Exceptions

If necessary, design exception documentation performed in the PA/ED phase will be updated during final design. CONSULTANT will coordinate with COUNTY for necessary updates. Design exceptions are described in a fact sheet presenting the exception with reason and necessary justification. Design exceptions will be processed through the COUNTY with necessary justification and documentation.

Deliverable:

- Design Exceptions Fact Sheets (updated for final design)

Assumptions:

- We anticipate documenting up to six design features.

Final Transportation Management Plan (TMP)

During final design, the CONSULTANT will prepare a detailed Traffic Management Plan (TMP). The objective of the TMP is to minimize the potential impacts that construction activities may have on the traveling public and emergency services providers. Preparation of the TMP will be coordinated with the emergency

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

services providers in the Project vicinity to minimize response delays resulting from traffic delays, temporary lane closures, and detours during Project construction.

Deliverable:

- Draft and Final Transportation Management Plan (TMP)

Emergency Action Plan Support

Coordinate with CHP regarding the configuration and setup associated with a shutdown along the I-10 Freeway within the project limits. Provide sketches and exhibits demonstrating temporary delineator placement (cones) and other temporary features needed to divert traffic around the incident along the new I-10 Bypass roadway. This will show the potential use of the center striped median as a second lane in one direction. The 8th Street and Hargrave Street interchanges are anticipated to be the diversion points to the west. Morongo Parkway and Main Street interchanges are anticipated to be the diversion points to the east.

Deliverable:

- Draft and Final Emergency Action Plan Exhibits

Assumptions:

- We do not anticipate developing a Procedures Plan as part of our emergency action plan support

Funding Support

Provide a budgetary amount to assist the COUNTY with funding applications for construction. This encompasses tasks such as: reviewing application, supplementing sections of application, performing the Benefit Cost Analysis (BCA), and assisting with stakeholder letters of support. We have established up to 200 hours to provide this assistance and will monitor as support is requested.

ARTICLE AIV • STRUCTURES

A. BRIDGE TYPE SELECTION

Based on the approved roadway geometric design plans for the preferred alternative, CONSULTANT shall prepare preliminary bridge design in 35% design level including performing preliminary structural design and seismic analyses in accordance with CALTRANS bridge design standards. A preliminary structure study shall be summarized in a Bridge Type Selection Report (TSR) for each of the three bridges on this project. In addition to the structure-related discussion, the TSR shall include a summary of engineering studies in various disciplines including falsework

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

(if required), utility relocation, stage construction, constructability-related topics, calculated scour depth, and geotechnical evaluation. The 35% bridge type selection design shall include a bridge general plan, a preliminary foundation plan, detailed cost estimates and other pertinent information needed to determine the proper structure type. CONSULTANT shall submit the TSR to the COUNTY for review and concurrence.

Deliverable(s):

- Bridge Type Selection Report for the Smith Creek Tributary Bridge, Smith Creek Bridge and the San Gorgonio River Bridge (Draft and Final)

Smith Creek Tributary Multi-Span Bridge (Optional – if authorized in writing by COUNTY PROJECT MANAGER)

At this time the Smith Creek Tributary Bridge is assumed to be a single span structure and has been scoped in accordance with this assumption. In the event that this structure has to be lengthened to a multi-span structure during the type selection process to mitigate environmental and hydraulic considerations, the multi-span bridge design will be implemented as an optional item, which assumes up to a three-span bridge and up to four additional borings. Performance of these optional tasks will require written authorization from the COUNTY Contract Administrator/COUNTY PROJECT MANAGER.

B. STRUCTURAL DESIGN AND CALCULATIONS

Following the Type Selection Meeting and approval of the General Plans for the three bridges, structural design calculations will be prepared in conformance with CALTRANS design specifications and procedures.

All plans and calculations shall conform to the current CALTRANS bridge design criteria and shall be submitted for review and approval.

The scope of this work shall include but not be limited to:

- Bridge plans and construction details shall be prepared on DOS format plan sheets. CONSULTANT shall use the County Title Blocks. Standard Details shall be incorporated into the Contract Plans where applicable.
- Each plan sheet shall be signed and stamped by the responsible design engineer who is registered in the State of California. Each design shall be independently checked by a Professional Engineer registered in the State of California.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Environmental Constraints Areas shall be shown in plans (if required in Environmental Document).

C. INDEPENDENT CHECK REVIEW AND QUALITY CONTROL

An Independent Check review shall be conducted as soon as the 65% design is complete. Checking shall include the preparation of an independent set of structural design check calculations and review of the plans and details. The checker and the designer will resolve any disagreements and concur on any revisions to the contract plans. The Quality Control Plan requirements in the COUNTY bridge design manual will be followed which includes check lists at the Initial (95%) and Final (100%) PS&E submittals.

D. STRUCTURE SPECIFICATIONS AND ESTIMATES

Special Provisions will be prepared for items not covered by the CALTRANS Standard Specifications or Standard Special Provisions (SSPs).

The CONSULTANT shall edit Standard Special Provisions (SSPs) and prepare Structure Special Provisions specific to this project which will be incorporated into the final PS&E. These Structure Special Provisions shall be prepared, signed and stamped by a Professional Engineer registered in the State of California.

The CONSULTANT shall prepare quantity calculations, and quantity check calculations for bid items and prepare the bridge cost estimate for each bridge. All contract items used shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams and dimensions necessary to allow them to be independently used by field inspectors. All quantity calculations shall be independently checked and substantiated with calculations.

The Construction Cost Estimate will be prepared using the latest available CALTRANS cost data, COUNTY cost data and actual recent construction costs in the PROJECT area.

Deliverables:

- Draft and Final Technical Specifications
- Draft and Final Engineer's Cost Estimate

E. STRUCTURE PLANS, SPECIFICATIONS, AND ESTIMATE

The structure PS&E will be provided in four submittal packages to the COUNTY. Submittal levels will be provided at 65%, 90%, 95%, and Final.

Initial Structure PS&E (65% Unchecked Plans)

(65%) structure PS&E will be compiled and submitted to the COUNTY for review.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Intermediate Structure PS&E (90% Checked Plans)

The (90%) structure PS&E will be compiled and submitted to the COUNTY for review.

Draft Final Structure PS&E (95% Checked Plans)

The draft (95%) structure PS&E shall be compiled and submitted for review to the COUNTY. One set of full size reproducible and ten half size copies of plans, two copies of design calculations and design check calculations, three sets of quantity calculations and Marginal Estimates and three sets of edited Structure Special Provisions. (One copy of each will be returned with comments).

Final Structure PS&E (100% Checked Plans)

The final structure PS&E will incorporate review comments from the COUNTY and other affected agencies. The CONSULTANT will provide all necessary documents in a bid-ready form. COUNTY will advertise, award, and administer the construction contract for this PROJECT.

The CONSULTANT shall deliver the following documents to COUNTY:

1 set of full size reproducible tracings of final design plans

1 set of half size reproducible tracings of final design plans

3 sets of final Structure Special Provisions

2 copies of final quantity and quantity check calculations and estimate

2 copies of final design calculations

2 copies of design check calculations

1 set of 4-Scale plans of the bridge deck contours

1 Resident Engineer's File (structures information)

Deliverables:

- 65%, 90%, 95%, and Final Structure PS&E Packages. Each submittal package is expected to include the following plan sheets:

Bridge on Smith Creek Tributary

- General Plan (1)
- Index to Plans (1)
- Deck Contours (1)
- Foundation Plan (1)
- Abutment Layout (2)

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Abutment Details (2)
- Abutment Walls (4)
- Typical Section (1)
- Girder Layout (1)
- Prestressing Notes (1)
- Girder Details (3)
- Additional Reinforcement (1)
- Joint Armor for Pedestrian Walkways (1)
- Lighting Details (Optional 2 Sheets)
- Deck Drainage Layout (3)
- Structure Approach Drainage Details (1)
- Utility Details (2)
- Log of Test Borings (1)

Smith Creek Bridge

- General Plan (2)
- Index to Plans (1)
- Structure Plan (3)
- Deck Contours (3)
- Foundation Plan (4)
- Abutment Layout (2)
- Abutment Details (5)
- Abutment Walls (2)
- Bent Layout (3)
- Bent Details (4)
- Typical Section (2)
- Girder Layout (3)
- Girder Details (3)
- Additional Reinforcement (3)
- Prestressing Notes (1)

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Camber Diagram (1)
- Hinge Layout (2)
- Hinge Details (6)
- Hinge Joint Seal Assembly Details (2)
- PTFE/Spherical Bearing Details (2)
- Joint Armor for Pedestrian Walkways (1)
- Sidewalk Concrete Barrier Joint Details (1)
- Miscellaneous Details (2)
- Lighting Details (Optional 2 Sheets)
- Deck Drain Layout (3)
- Aesthetic Structural Details for 3 Bridges (5)
- Structure Approach Drainage Details(1)
- Abutment Slope Protection (1)
- Utility Details (2)
- Log of Test Borings (3)

San Gorgonio River Bridge

- General Plan (1)
- Index to Plans (1)
- Structure Plan (2)
- Deck Contours (2)
- Foundation Plan (2)
- Abutment Layout (2)
- Abutment Details (2)
- Abutment Walls (4)
- Bent Layout (3)
- Bent Details (3)
- Typical Section (1)
- Girder Layout (2)
- Girder Details (2)

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Additional Reinforcement (3)
- Prestressing Notes (1)
- Camber Diagram (1)
- Hinge Layout (1)
- Hinge Details (5)
- Joint Seal Assembly Details (2)
- PTFE/Spherical Bearing Details (2)
- Joint Armor for Pedestrian Walkways (1)
- Sidewalk Concrete Barrier Joint Details (1)
- Miscellaneous Details (2)
- Lighting Details (Optional 1 Sheet)
- Deck Drain Layout (2)
- Structure Approach Drainage Details (1)
- Utility Details (2)
- Log of Test Borings (3)

- Aesthetic Architectural Plans and Details for three Bridges (2)

Assumptions:

- Aesthetic treatment will be the same for all three bridges. Aesthetic Structural Details and Architectural Plan and Details will be used for all three Bridges.

ARTICLE AV • ROADWAY

A pre-65% submittal will be prepared and submitted that consists of "skeletal" layouts at approximately 30% completion to confirm appropriate direction of the designs and plan set.

Upon the acceptance of the preliminary roadway geometric plans, CONSULTANT will prepare the 65% roadway plans consisting of Typical Sections and Notes sheets, Construction Detail Sheets, Plan and Profile Sheet in 1"= 40' scale, drainage plans and details, and signal modifications where required. The Roadway Plan and Profile shall show the existing topography, limits of work, construction notes, right-of-way, utilities, and other general design elements. Centerline and vertical design shall be provided on the profile.

CONSULTANT will prepare signing and striping plans. The plans shall show the location of all

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

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

Roadway construction will be based on the latest Caltrans Standard Specifications and Standard Special Provisions. For the 65% submittal, CONSULTANT will prepare an unedited Standard Special Provisions and cost estimates with preliminary construction quantities for the Roadway PS&E.

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate and signature of the Professional Engineer responsible for their preparation. All roadway plans shall also use single sheet files.

Notes:

- Skeletal Layouts will utilize plan and profile exhibits from the PA/ED phase that have the following adjustments:
    - Adjusted horizontal tie-ins along Westward Avenue and Bonita Avenue based on additional field surveys.
    - Evaluation for compatibility with future tie into Lincoln Avenue and future intersection with Cottonwood Avenue. This will also determine final location of rural section transition.
    - Adjusted roadway profile based on supplemental field survey information and consideration of cross culverts, wildlife crossings and adequate bridge clearances.
    - Confirmation of roadway and bridge typical sections.
    - Confirmation of truck pullout areas for monitoring.
    - Refine intersection layout at Hathaway Street and Apache Trail.
    - Confirm intermediate access points to existing properties and access for Morongo's planned development.
    - Layout Plans will be provided in 40-scale sheet format
    - Profiles will be provided in 40-scale roll plot/exhibit format

The following is a summary listing of drawing types that shall be prepared as part of the roadway PS&E package:

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

A. BASIC ROADWAY PLANS

The following plan sheets are anticipated:

(See attached Sheet Count Table for complete sheet breakdown):

- Title Sheet and Location Map (1)
- Drawing Index (2)
- General Notes, Abbreviations and Legend (1)
- Key Map and Line Index (1)
- Project Control and Monument Plan (1)
- Centerline Alignment Plan (1)
- Typical Cross Sections (6)
- Demolition Plans (4)
- Layout Plans (19)
- Roadway Profiles (20)
- Contour Grading Plans (19)
- Intersection Grading Plans (2)
- Construction Details (9)
- Erosion and Sediment Control Plans (20)

Assumptions:

- Demolition Plans will be provided for removal of existing roadway at both ends of the project.
- Profile plans will entail vertical design for roadway centerline and top of curb along Hathaway Avenue and Westward Avenue within City of Banning limits. Roadway centerline and property access points will be profiled within unincorporated areas. Profiles are not anticipated for the pavement shoulder widening along Apache Trail. Superelevation diagrams are not anticipated since curves will be designed to maintain a standard crown section.
- Erosion and Sediment Control Plans shall show temporary treatment during construction. Permanent erosion control treatment will be addressed with project features shown on the roadway and grading plans, and hydroseeding indicated in the specifications. Separate plans for permanent erosion control are not anticipated.

B. CALCULATIONS

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

The following calculations will be provided with the Roadway and Miscellaneous Plans:

- Working Roadway Cross Sections at 25-foot interval with Slope Staking Notes (to be provided with Miscellaneous Plans)
- Grid Grades (to be provided with Roadway Plans as part of Intersection Grading Plans)
- Profile (to be provided with Roadway Plans)
- Earthwork Quantities (to be provided with Cost Estimate)
- Other Quantities (to be provided with Cost Estimate)
- Earthwork Report using Average Area End Method by station

C. DRAINAGE PLANS

CONSULTANT shall perform hydrology and hydraulic studies to obtain and provide design solutions, which will remove surface runoff from the area of the improvements. Studies and designs shall be performed in accordance with Chapter 800 of the current Highway Design Manual, District 8 Project Development Policy Memos and the current CALTRANS, COUNTY, and City Standard Plans. Drainage plans will show the locations of deck drains for the proposed bridges and connections to existing storm drain systems when applicable.

The following is the list of drawing types anticipated:

- Drainage Layout and Profiles (Profile Ditches Only) (16)
- Drainage Layout and Profiles (10' x 10' Reinforced Concrete Box (RCB)) (1)
- Drainage Calculations and Details (10' x 10' RCB) (2)
- Drainage Profiles (Cross Culverts and Parallel Systems) (10)
- Drainage Infiltration Basin Plans and Details (4)
- Drainage Details (10)

Assumptions:

- Due to the anticipated fill depth exceeding 20-feet , the 10'x10' RCB is anticipated to be a non-standard design, which will require additional calculations, details and an independent check. The independent check of the 10' x 10' RCB structural calculations will be performed in accordance with Article AIV, Section C of this scope of work.
- Wing-walls will be designed per Standard Plans and will not require additional structural design, calculations or independent check.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Since the water quality treatment is not yet determined, we have assumed up to four sheets to show up to six infiltration basins.

D. TRAFFIC PLANS

The following is the list of drawing types anticipated:

- Pavement Delineation and Sign Plans (16)
- Detour Plans (2)
- Traffic Signal Plans (2)
- Street Lighting Plans (4)
- Bollard/Path Lighting - for multi-use path (Optional 7 Sheets)

County Multi-Use Path Lighting (Optional – if authorized in writing by COUNTY PROJECT MANAGER)

If requested, lighting along the multi-use path within unincorporated areas will be implemented as an optional item. Lighting along the multi-use path will include photometric calculations to assist with light spacing for two scenarios: 1) along the path when not on a bridge, and 2) along the bridge.

Assumptions:

- Stage construction will be handled to the extent needed with language in the specifications. Separate plans or exhibits are not included.
- Construction Area Signs will be addressed in the specifications.
- Pavement Delineation and Sign Plans will include striping along Lincoln Avenue west to Hargrave Street.
- Traffic Handling Plans will be provided by the Contractor and are not included in this scope.
- Standard Street Lighting design will be provided within City of Banning limits. Photometric design and analysis is not anticipated for this.
- Street lighting is not anticipated within unincorporated areas.

E. MISCELLANEOUS PLANS

The following miscellaneous plans shall be included:

- Composite Utility Plan (19)
- Wildlife Fencing Plans and Details (9)
- Landscape Plans and Details (6)

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Irrigation Plans and Details (6)
- Wildlife Crossing Plans and Details (7)
- Working Roadway Cross Sections with Slope Staking Notes (228)

Assumptions:

- Composite Utility Plans will entail existing and proposed utilities, and Pothole data.
- Wildlife fencing will be designed along the I-10 Bypass east of the City of Banning limits to Bonita Avenue.
- Depth of flow at wildlife crossings will be reviewed and wildlife crossings will be designed to provide protection from larger storm events.
- Landscape and Irrigation design will only be provided within City of Banning limits. Permanent irrigation is not anticipated within unincorporated areas.
- Summary of Quantities Sheets are not included in this scope.

F. INTERMEDIATE REVIEWS

Roadway, drainage, traffic and miscellaneous plans shall be submitted for review to the COUNTY at the 65%, 90%, 95%, and Final stages. The CONSULTANT will submit up to 5 full size sets of all plans and 5 sets of plans reduced to 11" x 17" size. Roadway cross sections, grid grades, and slope staking notes will be submitted only at the 100% complete submittal stage. Also, the CONSULTANT should submit electronic samples of all plan sheet groups at intermediate reviews.

SPECIFICATIONS AND ESTIMATE

Specifications and Special Provisions will be prepared for items not covered by the CALTRANS Standard Specifications or Standard Special Provisions.

The Roadway Construction Cost Estimate will be prepared using the latest available CALTRANS cost data, COUNTY cost data, and actual recent construction costs in the PROJECT area.

G. QUALITY CONTROL

The PS&E will be subject to quality control reviews before submittal. These reviews will assure conformance to CALTRANS and COUNTY standards and criteria as well as minimize typographical omissions.

H. DRAFT PLANS, SPECIFICATIONS, AND ESTIMATE (95% COMPLETE)

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

The roadway plans, revised to incorporate Quality Control review comments, will be submitted to the COUNTY for review and comments. These will include:

- Roadway Plans
- Design Calculations
- Special Provisions
- Roadway Quantities and Cost Estimate

One safety/constructability review meeting will be held at during the 95% PS&E stage and comments/changes will be incorporated with the 95% submittal.

I. FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% COMPLETE)

The final PS&E will incorporate applicable comments from the draft PS&E received from the COUNTY, and other affected agencies. The CONSULTANT will provide the necessary final PS&E documents in a bid-ready form. PROJECT files and the Project Engineer's/Resident Engineer's file will also be submitted with the final PS&E. The entire PROJECT, which will be prepared in MicroStation format, will be submitted upon final approval of the PS&E. A Digital Terrain Model (DTM) in MicroStation inroads format will be submitted for the proposed subgrade and top roadway surface. The top roadway surface DTM is intended to portray the primary control grade lines and will not include all design features such as bridges, complete culvert headwalls, and curb ramps. The final plans and specifications will govern over the DTM and the DTM is provided for reference only.

ARTICLE AVI • ENVIRONMENTAL

The Project is defined as Alternative 12 (the Preferred Alternative) within the EIR/EA approved for the Project. An Environmental Commitments Record (ECR) has been prepared for the Project that includes all avoidance, minimization and/or mitigation measures to minimize environmental impacts. In order to be sure that all of the environmental measures identified in ECR are executed at the appropriate times, the CONSULTANT shall implement the avoidance, minimization, and/or mitigation measures into the Project final Plans, Specifications, and the Estimate (PS&E).

A. CULTURAL

CONSULTANT will develop a Cultural Resources Mitigation and Monitoring Plan (CRMMP) in consultation with the Morongo Band of Mission Indians Tribal Historic Preservation Officer (THPO) that

(a) Identifies types and locations of resources likely to be encountered

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

(b) Testing/evaluation/treatment measures for each resource type

(c) Documentation requirements

(d) A list of acceptable and prescribed study techniques

Any artifacts recovered must be sent to the Western Science Center after studies completed under the CRMMP are final.

Project Archaeologist shall develop specific avoidance and preservation actions for the following prehistoric resource (bedrock milling features) locations, consistent with the listed requirements:

- CA-RIV-1397: Avoid or bury (Alternative 12 [Preferred Alternative])
- CA-RIV-11796: Avoid, bury, or relocate nearby (Alternative 12 [Preferred Alternative])
- CA-RIV-11797: Avoid or bury (Alternative 12 [Preferred Alternative])
- CA-RIV-12311: Avoid or bury (Alternative 12 [Preferred Alternative])

CONSULTANT, the COUNTY and the Morongo Band of Mission Indians shall consult to develop final disposition sites for each of the relocated resources.

For sites with "relocate" or "excision" mitigation, such mitigation shall be accomplished as one of the first items of work during construction.

For sites with "avoid or bury" measures, final project plans shall include plans and specifications to accomplish the measure.

CONSULTANT will prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the Project. The PRIMP should be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP).

Assumptions:

- Descriptions of construction and monitoring schedules or cost estimates are not included in the PRIMP.

B. BIOLOGY

CONSULTANT will perform the following tasks:

- Using the approved Determination of Biologically Equivalent or Superior Preservation Report (DBESP) as a basis, investigate and evaluate Los Angeles Pocket Mouse (LAPM) mitigation properties (general locations are identified in the DBESP). Prepare subsequent DBESP with the recommended property, consult with Western Riverside County Regional Conservation Authority

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

(RCA)/Coachella Valley Conservation Commision (CVCC)/CDFW/USFWS, obtain approval of the DBESP. Will need to provide the land to the RCA or CVCC.

- Prepare and obtain approvals for HMMP(s) for LAPM property.
- Determine if LAPM property can/should be used for mitigation for 401/404/1602 and riparian/riverine impacts. This may include biological property assessments, meetings with wildlife agencies and property owners.
- An on site restoration plan, specifications, and estimate shall be prepared by a Restoration Ecologist that specifies appropriate native seed mixes, site preparation activities including potential invasive species removal, and soil compaction, as well as installation methods and maintenance and monitoring performance standards.
- Prepare a wildlife fencing plan in consultation with from RCA/CVCC/CDFW/USFWS. The wildlife crossings will be designed for small-to-medium-size wildlife species consistent with the U.S. Department of Transportation's (USDOT) Wildlife Crossing Structure Handbook, Design and Evaluation in North America, the California Department of Transportation's (Caltrans) Wildlife Crossings Guidance Manual, and the WRMSHCP. The DBESP includes additional crossing requirements. The EIR/EA has conceptual locations and criteria.
- Compensatory mitigation is anticipated to be required to offset the loss of non-wetland jurisdictional waters (as described in Section 2.16.3) by the United States Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB) at a minimum 1:1 mitigation ratio.
- Prepare a translocation plan in accordance with the 2009 Desert Tortoise Field Manual and approved by the USFWS. The translocation plan will address any desert tortoises that may be found within the fenced area during the focused surveys or construction activities.

Assumptions:

- It is assumed that there will be three rounds of DBESP submittals, accompanied by up to three agency meetings.
- Perform a desktop review of wildlife agency proposed Los Angeles Pocket Mouse (LAPM) mitigation lands to determine which properties have the highest LAPM and other mitigation opportunities. Based on feedback from the COUNTY realtor specialist, conduct a reconnaissance

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

LAPM habitat assessment on up to four parcels to determine which parcels have the greatest likelihood of mitigation opportunities.

- We anticipate that the agencies will require a detailed evaluation and documentation of the proposed mitigation properties, specifically proven by small mammal trapping. Conduct protocol surveys for LAPM at two off-site properties to determine the extent of occupied habitat, up to 10 acres each maximum. Identify opportunities to combine concurrent mitigation opportunities on the same property.
- In additional to the preliminary assessment of the mitigation lands, we anticipate the need to conduct LAPM focused surveys on the chosen mitigation lands (up to 4 locations). This encompasses a five-night trapping period for two staff where one of them is permitted to trap for LAPM at each location and report.
- Prepare a Habitat Mitigation and Monitoring Plan (HMMP) for the on-site and off-site mitigation areas (two) HMMPs. The on-site HMMP will include a habitat restoration plan that will be incorporated into the construction plans.
- Wildlife Agency meetings: up to six virtual meetings and two in-person field meeting to address LAPM, riparian/riverine, wildlife fencing, revegetation, and wildlife crossings.
- Prepare an on-site revegetation plan and coordinate with design team for inclusion in the bid documents.
- Work with the design team and wildlife agencies to develop a wildlife exclusion fencing plan.
- Prepare a desert tortoise relocation plan.
- Work with the design team on the wildlife crossings design and fencing design.
- We anticipate up to three rounds of review and responses to comments from the COUNTY and Caltrans District 8.
- Compensatory mitigation budget is not included in the fees estimated by the CONSULTANT.

Deliverables:

- DBESP
- On-site HMMP
- Off-Site HMMP
- On-site Revegetation Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- Tortoise Relocation Plan

C. PERMITTING

Environmental permits for final construction will be required because the project will affect waters considered jurisdictional by the USACE, RWQCB, and CDFW. Agency coordination may include meetings with one or more of the applicable agencies to discuss the project and the submittal packages. A permitting premeeting is required with the water board. The permitting tasks will also require some coordination with the various project team members in order to obtain all of the requisite information and materials.

Deliverables:

- Permit Applications to USACE, CDFW, and RWQCB for geotechnical borings
- Permit Applications to USACE, CDFW, and RWQCB for construction activities

To complete this task, CONSULTANT will need to compile a variety of requisite engineering and construction information and materials, including plan view and cross-section view construction drawings pertaining to the jurisdictional areas subject to project-related impacts; construction and post-construction best management practices (BMPs); and hydrology/hydraulics data. It is important that the permitting process is initiated as soon as it is practical. The following tasks will be included:

- Prepare and submit a **Section 401 Certification** from the Regional Water Quality Control Board for activities that may result in impacts to State Water Quality Standards. An Alternatives Analysis must be prepared and submitted with the application.
- Prepare and submit a **Section 404 Permit** from the United States Army Corps of Engineers for activities that would discharge materials into a water of the United States.
- Prepare and submit a **1602 Permit Application** to the California Department of Fish and Wildlife for a Streambed Alteration Agreement.

In order to expedite the permit process, the CONSULTANT may be expected to prepare and submit the checks for the permit application fees. COUNTY will reimburse the CONSULTANT.

At least twenty meetings with various regulatory agencies will be required to coordinate details of the DBESP, mitigation, and permitting.

Assumptions:

- A budgetary amount has been established in the fee sheet for permit processing fees. This will be monitored as a direct reimbursement. We understand that larger permit fees, such as the Section 401

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Clean Water Act (CWA) certification from the Regional Water Quality Control Board (RWQCB), will be paid directly by the COUNTY.

- Permit applications will be submitted after comments are received on the 65% design.
- Preconstruction Biological Surveys for Geotechnical Borings
    - Nesting Bird Survey/Vegetation Removal Seasonal Constraints
    - This scope includes five days of preconstruction burrowing owl surveys that are required year-round. Preconstruction nesting bird surveys will be conducted concurrently with those for burrowing owl in the event that geotechnical boring activities result in vegetation removal during restricted timeframes.
    - Geotechnical boring locations and access routes will be pre-defined.
- This scope of work assumes that one permit package will be submitted simultaneously to each of the three regulatory agencies (USACE, RWQCB, and CDFW).
- Existing Jurisdictional Delineation (JD) is adequate for all permit applications and regulatory environment does not change.
- We will set up a pre-application meeting with the United States Army Corps of Engineers (USACE) before beginning the application process.
- Preconstruction surveys for the ultimate project are not included.

Prepare appropriate environmental documentation to support the geotechnical borings, entailing preparation of a Categorical Exemption or prior document finding for CEQA and completion of the Caltrans CEQA/NEPA Re-Validation form for NEPA. It is anticipated that no supplemental or new technical analysis will be required to evaluate the geotechnical borings.

- Assumes no DBESP will be required for geotechnical exploration.
- Assumes no cultural resources monitoring will be required for geotechnical exploration.

We anticipate environmental Revalidation/Certification based on updated impact areas and project features developed as part of final design. Efforts for Revalidation will run parallel to the 95% design.

- Prepare an Environmental Re-Validation for Caltrans (NEPA) and COUNTY (CEQA) approval to document modifications made to the design that differ from the design in the Final EIR/EA. The Re-Validation will involve completion of the Caltrans CEQA/NEPA Re-Validation Form for NEPA compliance and appropriate documentation for County CEQA approval.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

- To support the Environmental Revalidation, we will prepare a brief write-up on each environmental topical area from the Final Environmental Impact Report/Finding of No Significant Impact (EIR/FONSI) attached to the Caltrans form and County documentation.
- If it is determined that any proposed design modifications would result in new potentially significant impacts that require new mitigation measures, then a supplemental EIR/EA would be required. This scope of work does not include preparation of a supplemental environmental document.
- If it is determined that any proposed design modification would result in impacts outside the environmental impact limits evaluated in the EIR/FONSI, additional technical studies may be required to assess potential effects of the modification and any changes to significance conclusions. Completion of additional supplemental or new technical studies is not included in this scope of work.
- This scope includes up to three rounds of review and responses to comments from COUNTY and Caltrans District 8. If additional rounds require response or substantive issues develop requiring effort beyond this, a contract modification will be necessary, and a schedule adjustment may also be needed.
- During 100% design, we will coordinate with COUNTY and Caltrans to execute Environmental Certification at the Ready-to-List milestone.
- CEQA Re-Validation documentation would use the same supporting analysis as the NEPA Re-Validation form.

Deliverables:

- Resource Permit package for geotechnical borings
- Resource Permit package for final design
- Environmental Commitments Record
- Environmental Revalidation

ARTICLE AVII • CONSTRUCTION BIDDING PHASE (REQUIRES AMENDMENT AND NOTICE TO PROCEED)

Bidding procedures will be the responsibility of COUNTY. CONSULTANT shall remain available to attend a pre-bid meeting to be scheduled in advance of the bid opening date. While the PROJECT is being advertised for bids, all questions concerning the intent shall be referred to COUNTY for resolution. In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the CONSULTANT for decision by COUNTY as to the proper procedure required. Corrective

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

action taken will either be in the form of an addendum prepared by the CONSULTANT and issued by COUNTY or by covering change order after the award of the construction contract.

Deliverables:

- Responses to Requests for Information (RFI's)
- Design revisions to Plans and Specifications for Addenda
- Conformed Plans and Specifications.

ARTICLE AVIII • CONSTRUCTION SUPPORT PHASE (REQUIRES AMENDMENT AND NOTICE TO PROCEED)

A. CONSULTANT shall attend the pre-construction meeting with the successful contractor upon notification by the COUNTY.

B. Upon award of the construction contract, CONSULTANT will proceed with the Construction Support Phase services required by this contract.

C. During construction, the CONSULTANT shall furnish all necessary additional drawings for correcting and change orders required by errors and omissions of CONSULTANT. Such drawings will be requested in writing from the CONSULTANT by COUNTY and shall be at no additional cost to the COUNTY. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the COUNTY for duplication and distribution.

D. CONSULTANT shall review shop drawings and RFIs submitted by the contractor (falsework and rebar shop-plan review is not included). CONSULTANT shall complete shop plan reviews within two weeks of receipt. Contract change order and RFI reviews shall be completed within two working days of receipt.

E. Drawings and change orders required due to actions of the COUNTY, which are beyond the scope of the CONSULTANT's responsibilities, shall be considered extra services.

F. CONSULTANT shall be available to visit to the jobsite for on-site review of construction and other visits to the jobsite as requested by the COUNTY to resolve any discrepancies in the contract documents. CONSULTANT will be on-site during the pile placement to confirm the geotechnical design assumptions and to document soil conditions. CONSULTANT shall bring to the attention of the COUNTY's Resident Engineer any defects or deficiencies in the work by the construction contractor, which the CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of the COUNTY or to deputize another to do so. All agreements shall be between the COUNTY and its construction contractor. These provisions

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

shall not be construed as making the CONSULTANT responsible for failure of the construction contractor to carry out the work in accordance with the contract documents nor the construction means or methods or techniques, sequences, procedures or safety programs in connection with the work.

G. CONSULTANT shall prepare and deliver to the COUNTY the "As-Built" plans within two months of completion of the construction. As-Built plans will be based on a redline markup of the latest design as provided by the Contractor.

Deliverables:

- Response to RFI's
- Response to Submittals
- Response to Change Orders
- Plan Revisions
- Record Drawings

ARTICLE AIX • COMPUTER SERVICES

A. CALCULATIONS

All roadway calculations will be performed using AutoCAD Civil 3D or Bentley InRoads. The structural analyses and design will be performed by using commercially available bridge analysis and design programs.

B. COMPUTER AIDED DRAFTING AND DESIGN

All plans will be prepared using MicroStation format in conformance with the latest CALTRANS CADD User's Manual and the CALTRANS Drafting Manual as modified by the current COUNTY CADD Guidelines to assure complete compatibility.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Attachments

- **Sheet Count Table**
- **Surveys Exhibit**
- **Sediment Transport Analysis Exhibit**
- **Boring Location Map**

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Kimley»Horn

I-10 Bypass Sheet Count Table

2/2/2023

Sheet Title	Scale	Sheet Count
Basic Roadway Plans		**106**
General		**7**
Title Sheet and Location Map	*NTS*	*1*
Drawing Index	*NTS*	*2*
General Notes, Abbreviations and Legend	*NTS*	*1*
Key Map and Line Index	*NTS*	*1*
Project Control and Monument Plan	*NTS*	*1*
Centerline Alignment Plan	*NTS*	*1*
Roadway Plans and Details		**70**
Typical Cross Sections	*NTS*	*6*
Demolition Plans	*1" = 40'*	*4*
Layout Plans	*1" = 40'*	*19*
Roadway Profiles	*1" = 40' (H)* *1" = 5' (V)*	*20*
Contour Grading Plans	*1" = 40'*	*19*
Intersection Grading Plans	*1" = 10'*	*2*
Construction Details		**9**
Improvement Details	*1" = 10'*	*4*
Truck Pullout Details	*1" = 10'*	*2*
Graded Road/Access Tapers	*1" = 20'*	*3*
Erosion and Sediment Control Plans and Details		**20**
Erosion and Sediment Control Plans	*1" = 40'*	*19*
Erosion and Sediment Control Details	*NTS*	*1*
Structure Plans		**164**
Bridge on Smith Creek Tributary		**33**
General Plan	*NTS*	*1*
Index to Plans	*NTS*	*1*
Deck Contours	*1" = 20'*	*1*
Foundation Plan	*1" = 20'*	*1*
Abutment Layout	*NTS*	*2*
Abutment Details	*NTS*	*2*
Abutment Wall Details	*NTS*	*4*
Typical Section	*NTS*	*1*
Girder Layout	*1" = 20'*	*1*
Prestressing Notes	*NTS*	*1*
Girder Details	*NTS*	*3*
Additional Reinforcement	*NTS*	*1*
Joint Armor for Pedestrian Walkways	*NTS*	*1*
Lighting Details (Optional)	*NTS*	*2*
Deck Drainage Layout	*1" = 20'*	*3*
Aesthetic Details (Pedestrian/Bicyclist Metal Railing and Architectural Details	*NTS*	*4*
Structure Approach Drainage Details	*NTS*	*1*
Utility Details	*NTS*	*2*
Log of Test Borings	*NTS*	*1*
Smith Creek Bridge		**75**
General Plan	*NTS*	*2*
Index to Plans	*NTS*	*1*
Structure Plan	*1" = 20'*	*3*
Deck Contours	*1" = 20'*	*3*
Foundation Plan	*1" = 20'*	*4*
Abutment Layout	*NTS*	*2*
Abutment Details	*NTS*	*5*

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

I-10 Bypass Sheet Count Table

Abutment Walls	*1" = 20'*	*2*
Bent Layout	*1" = 20'*	*3*
Bent Details	*NTS*	*4*
Typical Section	*NTS*	*2*
Girder Layout	*1" = 20'*	*3*
Girder Details	*NTS*	*3*
Additional Reinforcement	*NTS*	*3*
Prestressing Notes	*NTS*	*1*
Camber Diagram	*NTS*	*1*
Hinge Layout	*1" = 20'*	*2*
Hinge Details	*NTS*	*6*
Hinge Joint Seal Assembly Details	*NTS*	*2*
PTFE/Spherical Bearing Details	*NTS*	*2*
Joint Armor for Pedestrian Walkways	*NTS*	*1*
Sidewalk Concrete Barrier Joint Details	*NTS*	*1*
Miscellaneous Details	*NTS*	*2*
Lighting Details (Optional)	*NTS*	*2*
Deck Drain Layout	*1" = 20'*	*3*
Aesthetic Structure Details	*NTS*	*5*
Structure Approach Drainage Details	*NTS*	*1*
Abutment Slope Protection	*NTS*	*1*
Utility Details	*NTS*	*2*
Log of Test Borings	*NTS*	*3*
San Gorgonio River Bridge		**56**
General Plan	*NTS*	*1*
Index to Plans	*NTS*	*1*
Structure Plan	*1" = 20'*	*2*
Deck Contours	*1" = 20'*	*2*
Foundation Plan	*1" = 20'*	*2*
Abutment Layout	*NTS*	*2*
Abutment Details	*NTS*	*2*
Abutment Walls	*1" = 20'*	*4*
Bent Layout	*1" = 20'*	*3*
Bent Details	*NTS*	*3*
Typical Section	*NTS*	*1*
Girder Layout	*1" = 20'*	*2*
Girder Details	*NTS*	*2*
Additional Reinforcement	*NTS*	*3*
Prestressing Notes	*NTS*	*1*
Camber Diagram	*NTS*	*1*
Hinge Layout	*1" = 20'*	*1*
Hinge Details	*NTS*	*1*
Hinge Joint Seal Assembly Details	*NTS*	*2*
PTFE/Spherical Bearing Details	*NTS*	*2*
Joint Armor for Pedestrian Walkways	*NTS*	*1*
Sidewalk Concrete Barrier Joint Details	*NTS*	*1*
Miscellaneous Details	*NTS*	*2*
Lighting Details (Optional)	*NTS*	*1*
Deck Drain Layout	*1" = 20'*	*2*
Aesthetic Structural Details	*NTS*	*5*
Structure Approach Drainage Details	*NTS*	*1*
Utility Details	*NTS*	*2*
Log of Test Borings	*NTS*	*3*

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Kimley»Horn

I-10 Bypass Sheet Count Table

2/2/2023

Drainage Plans, Profiles, Calculations and Details		**43**
Drainage Layout and Profiles (Profile Ditches Only)	**1" = 40'**	**16**
Drainage Layout and Profiles (10'x10' RCB)	**1" = 20'**	**1**
Drainage Calculations and Details (10'x10' RCB)	**NTS**	**2**
Drainage Profiles (Cross Culverts, Inlets and Parallel Systems)	**1" = 40'**	**10**
Drainage Infiltration Basin Plan and Details	**1" = 20'**	**4**
Drainage Details	**NTS**	**10**
Traffic Plans		**31**
Pavement Delineation and Sign Plan		**16**
Signing and Striping Plans	*1" = 40'*	*15*
Signing and Striping Details	*NTS*	*1*
Detour Plans	**NTS**	**2**
Traffic Signal Plans	**1" = 40'**	**2**
Street Lighting Plans (City Limits)		**4**
Street Lighting Plans	*1" = 40'*	*3*
Street Lighting Details	*NTS*	*1*
Bollard/Path Lighting Plans and Details (Multi-Use Path) (Optional)	**1" = 40'**	**7**
Miscellaneous Plans		**291**
Composite Utility Plans	**1" = 40'**	**19**
Wildlife Fencing Plans and Details		**9**
Fencing Plans	*1" = 40'*	*7*
Fencing Details	*NTS*	*2*
Landscape Plans and Details (City Limits)		**6**
Landscape Plans	*1" = 40'*	*3*
Landscape Schedule and Details	*NTS*	*3*
Irrigation Plans and Details (City Limits)		**6**
Irrigation Plans	*1" = 40'*	*3*
Irrigation Schedule and Details	*NTS*	*3*
Wildlife Crossing Plans and Details		**7**
Wildlife Crossing Plans and Profile	*1" = 20'*	*4*
Wildlife Crossing Details	*NTS*	*3*
Working Roadway Cross Sections at 25-foot interval with Slope Staking Notes	**1" = 10' (H) 1" = 10' (V)**	**228**
Summary of Quantities	**NTS**	**16**
	Total Sheet Count	**635**

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 100 200 FEET
SCALE

N

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

I-10 Bypass Project
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 100 200 FEET
SCALE

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

I-10 Bypass Project
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 100 200 FEET
SCALE

Sheet 3 of 14

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

I-10 Bypass Project
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

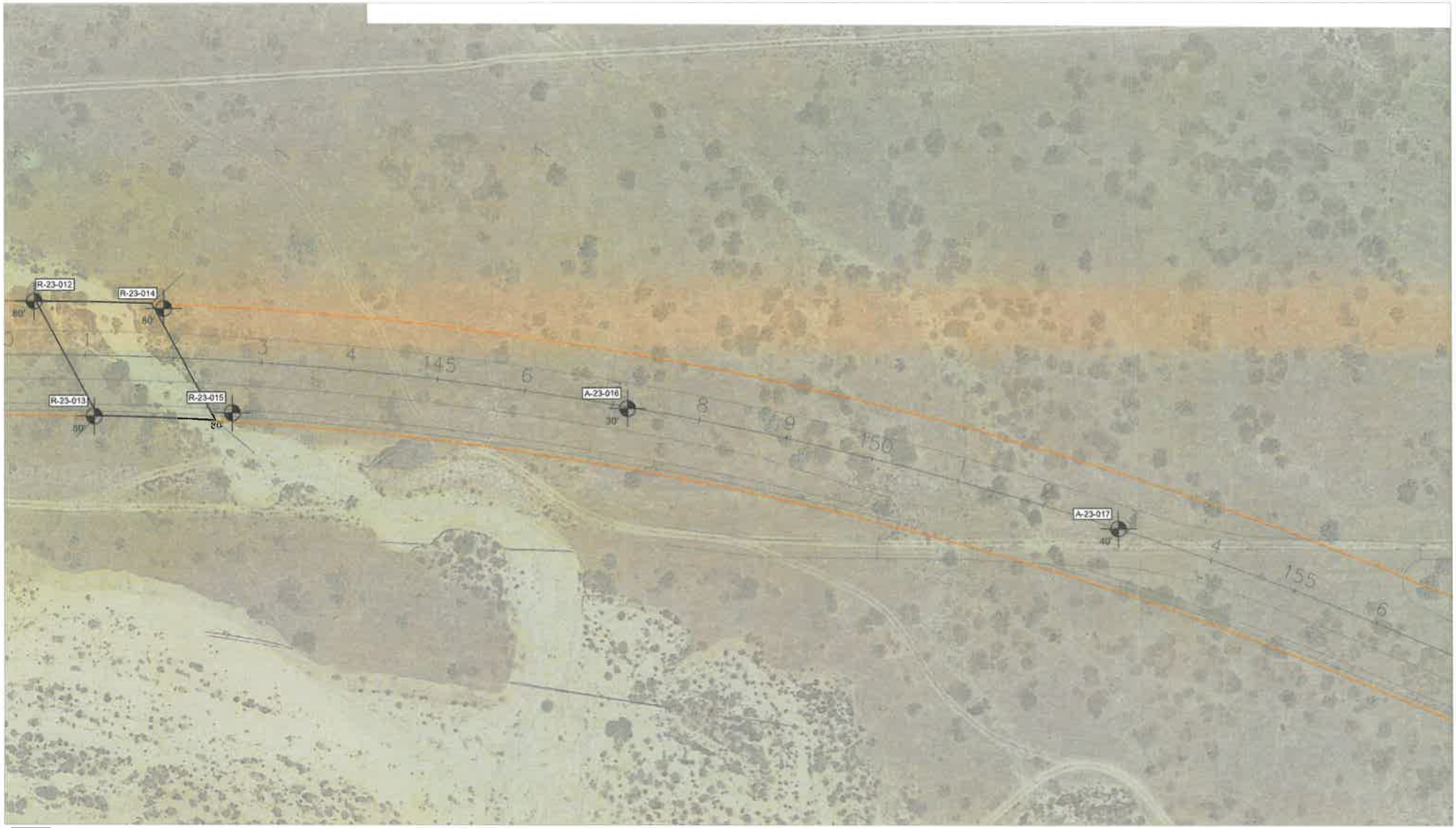
0 100 200 FEET
SCALE

N

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

I-10 Bypass Project
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 100 200 FEET
SCALE

N

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

I-10 Bypass Project
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 100 200 FEET
SCALE

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

I-10 Bypass Project
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

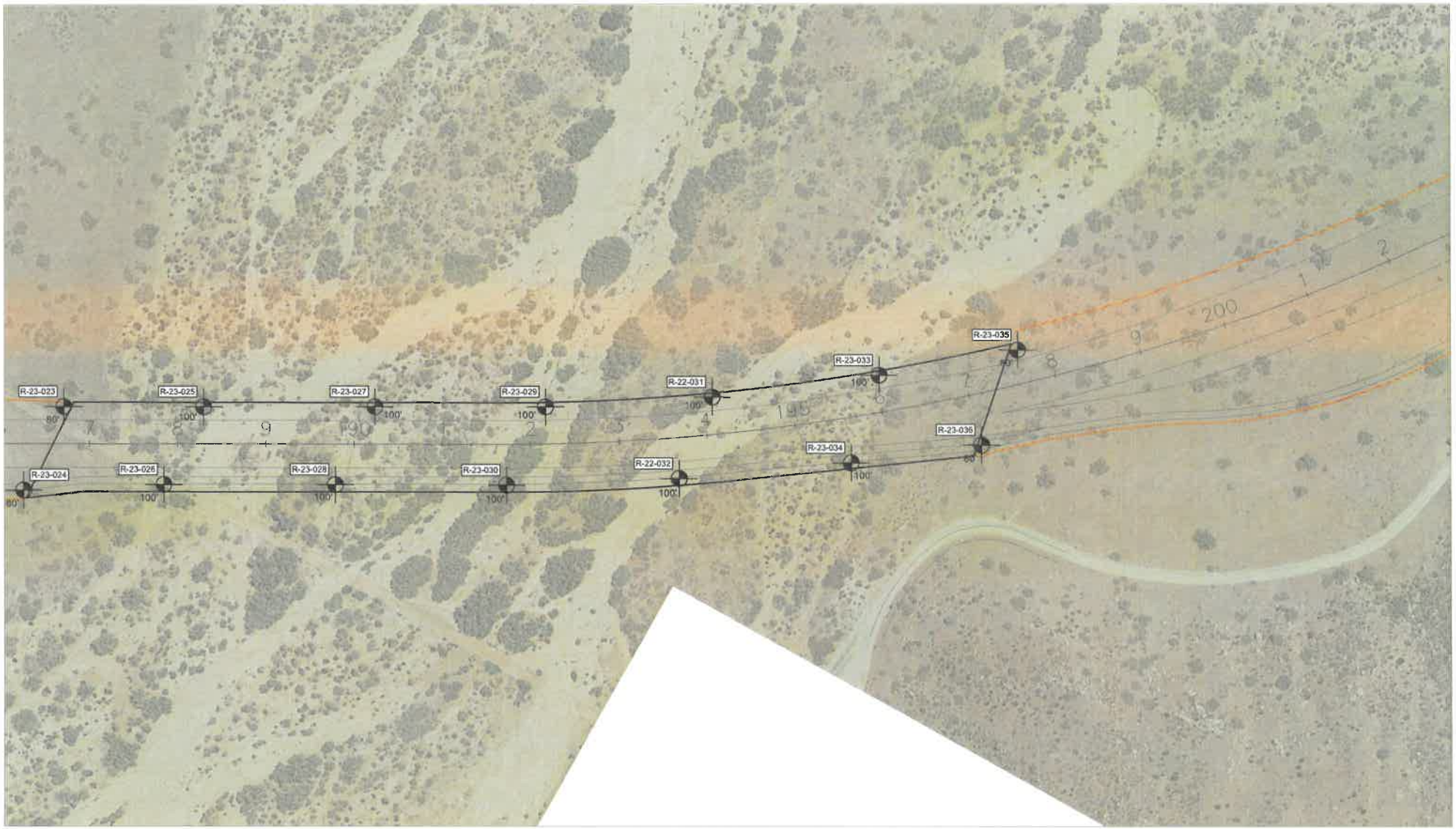
Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 100 200 FEET
SCALE

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

I-10 Bypass Project
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

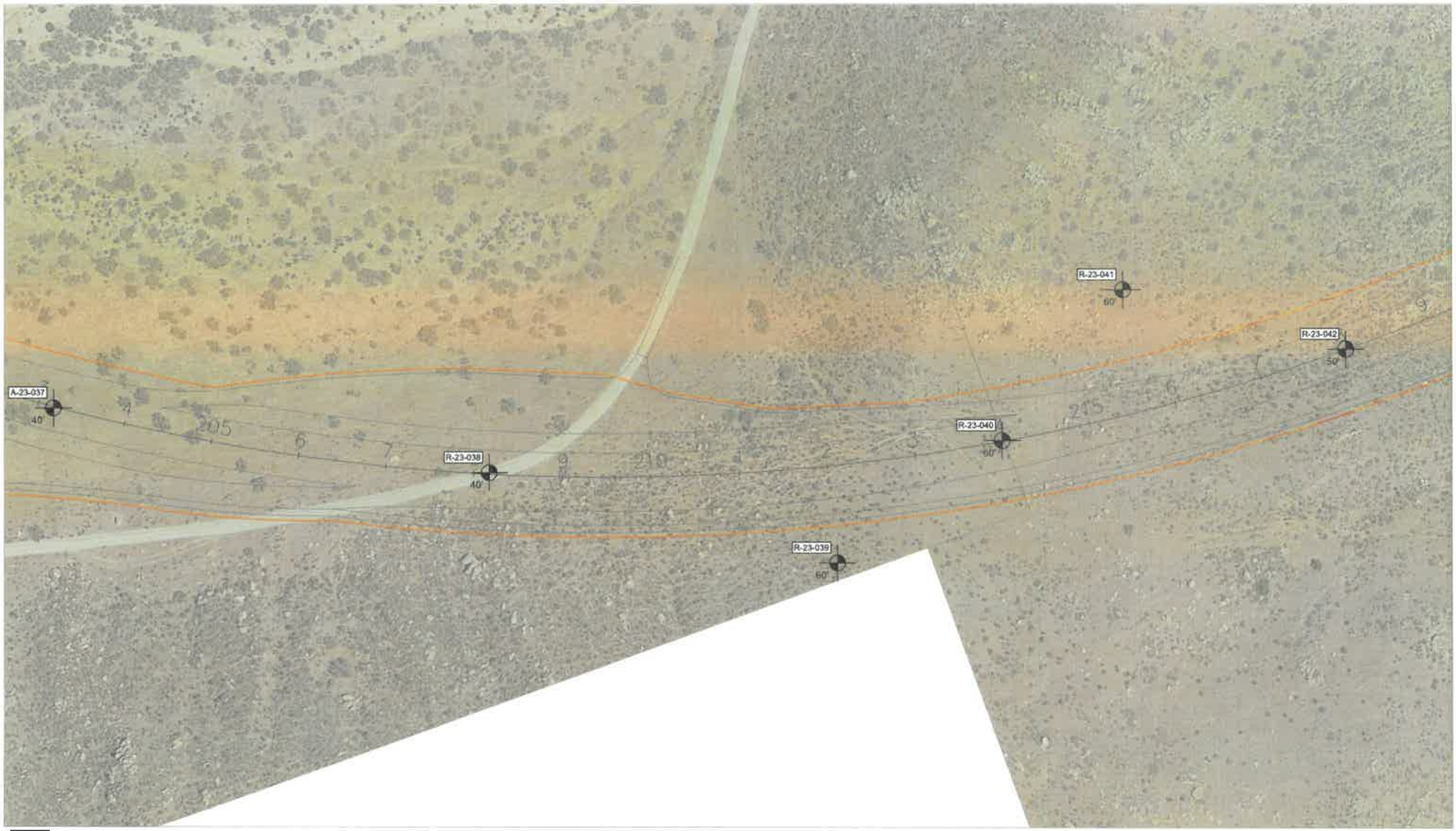
Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 250 500 FEET
SCALE

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

Smith Creek Bridge
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

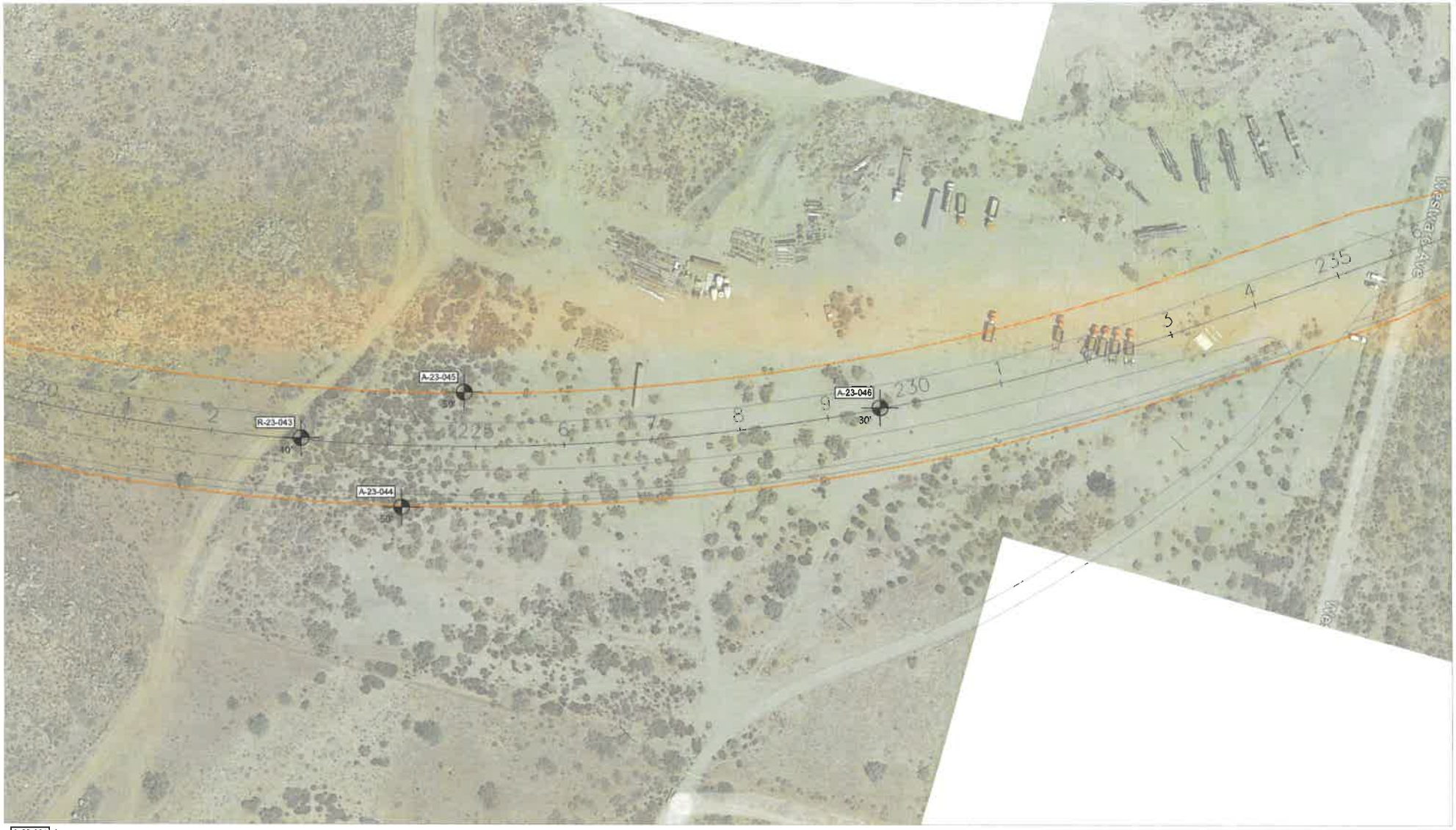
Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 250 500 FEET
SCALE

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

Smith Creek Bridge
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

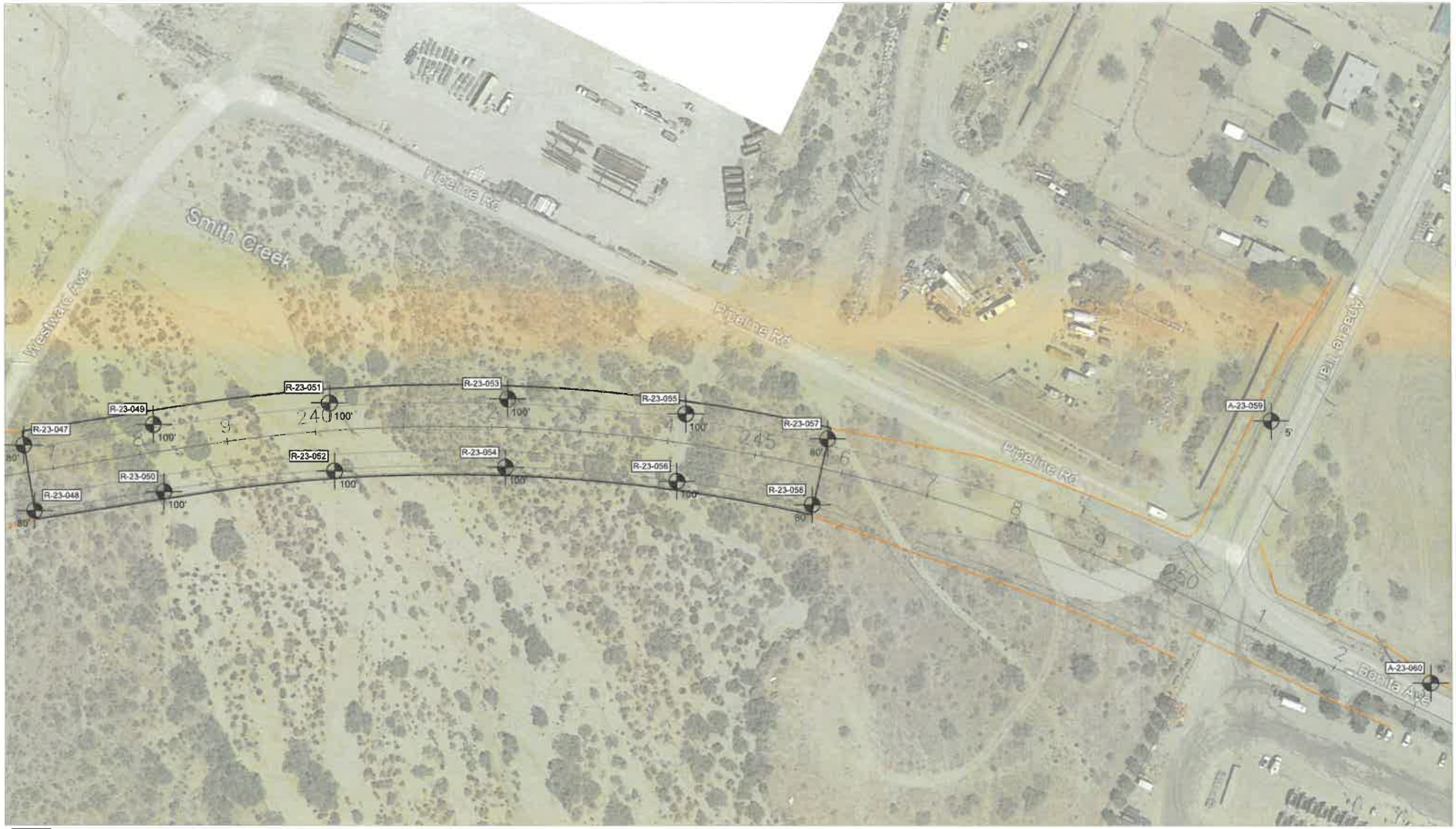
Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 250 500 FEET
SCALE

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

Smith Creek Bridge
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 250 500 FEET
SCALE

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

Sheet 11 of 14

San Gorgonio River Bridge
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

N

0 250 500 FEET
SCALE

Sheet 12 of 14

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

San Gorgonio River Bridge
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

N

0 250 500 FEET
SCALE

Sheet 13 of 14

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

San Gorgonio River Bridge
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25



A-23-001
Depth (ft)

Proposed Location of Geotechnical Boring
"A" - Hollow Stem Auger Boring
"R" - Rotary Wash Boring

0 250 500 FEET
SCALE

N

Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

Sheet 14 of 14

San Gorgonio River Bridge
Boring Location Plan

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

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 Agreement and with the following additional performance requirements. Time is of the essence in this Agreement.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. PHASES

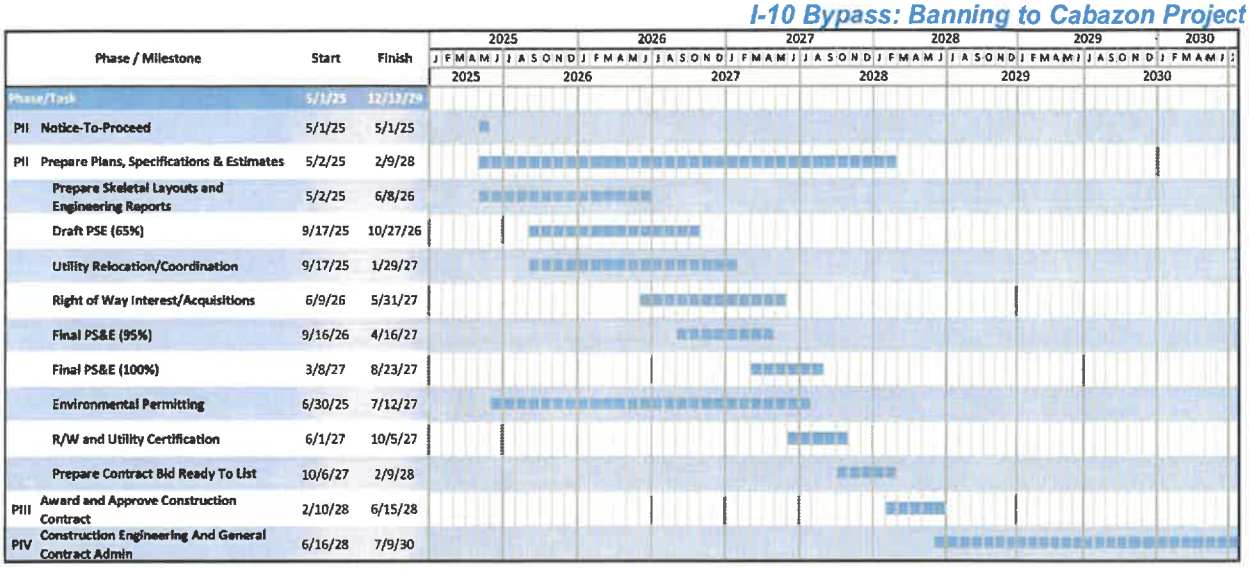
This Agreement is divided into the following 3 milestones/phases:

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

COUNTY has completed "Phase I – Project Approval/Environmental Document (PA/ED) Phase" on December 7, 2021 and secured the environmental approval for the PROJECT. Phase II shall proceed upon written Notice-to-Proceed (NTP) by COUNTY. The subsequent phases shall not proceed until authorized in writing by COUNTY. As of the execution of this Agreement, COUNTY has not secured funding for Phase III and IV. At present, the Lump Sum Amount for Phase III and Phase IV is estimated to be $759,120.71 and will be subject to a 5% increase year over year due to rising labor costs. Thus, once COUNTY secures funding for Phase III and Phase IV, an amendment to this Agreement shall be executed to increase the total amount payable by COUNTY and add the Lump Sum Amount for Phase III and Phase IV before COUNTY issues the Notice to Proceed for Phase III and Phase IV.

B. SCHEDULE OF SERVICES • GANTT CHART

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



	Phase / Milestone	Start	Finish
Phase/Task		5/1/25	12/12/29
PII	Notice-To-Proceed	5/1/25	5/1/25
PII	Prepare Plans, Specifications & Estimates	5/2/25	2/9/28
	Prepare Skeletal Layouts and Engineering Reports	5/2/25	6/8/26
	Draft PSE (65%)	9/17/25	10/27/26
	Utility Relocation/Coordination	9/17/25	1/29/27
	Right of Way Interest/Acquisitions	6/9/26	5/31/27
	Final PS&E (95%)	9/16/26	4/16/27
	Final PS&E (100%)	3/8/27	8/23/27
	Environmental Permitting	6/30/25	7/12/27
	R/W and Utility Certification	6/1/27	10/5/27
	Prepare Contract Bid Ready To List	10/6/27	2/9/28
PIII	Award and Approve Construction Contract	2/10/28	6/15/28
PIV	Construction Engineering And General Contract Admin	6/16/28	7/9/30

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 Agreement 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 unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after the Agreement end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this Agreement.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ATTACHMENT C • COMPENSATION PLAN
ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the services under this Agreement shall be compensated based upon the lump sum in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS and ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS of this Agreement.

ARTICLE CII • ELEMENTS OF COMPENSATION

The total amount payable by COUNTY will be comprised of the following elements:

LUMP SUM ITEMS:

PHASE II - PS&E	**$ 10,851,664.88**
PROJECT MANAGEMENT	$1,183,244.65
CONCEPT DEVELOPMENT AND ENGINEERING STUDIES	$4,454,086.67
65% PS&E	$2,065,563.40
90% PS&E	$873,633.19
95% PS&E	$859,344.67
FINAL PS&E	$421,956.66
ENVIRONMENTAL DOCUMENTATION	$923,835.64
EXPENSES	$30,000.00
UTILITY POTHOLING	$40,000.00
TOTAL LUMP SUM AMOUNT	**$10,851,664.88**

REIMBURSABLE ITEMS:

PERMIT FEES	$50,000.00
TOTAL REIMURSABLES NOT-TO-EXCEED	**$50,000.00**

OPTIONAL LUMP SUM ITEMS (IF AUTHORIZED BY COUNTY PROJECT MANAGER):

FIELD SURVEY/MAPPING	$166,320.00
MULTI-USE PATH LIGHTING (COUNTY)	$90,830.00
SMITH CREEK TRIBUTARY MULTI-SPAN BRIDGE (DIFFERENTIAL COST)	$440,100.00
TOTAL OPTIONAL ITEMS	**$697,250.00**

GRAND TOTAL **$11,598,914.88**

**** As of the execution of this Agreement, COUNTY has not secured funding for Phase III and IV. At present, the Lump Sum Amount for Phase III and Phase IV is estimated to be $759,120.71 and will be subject to a 5% increase year over year due to rising labor costs. Thus, once COUNTY secures funding for Phase III and Phase IV, an amendment to this Agreement shall be executed to increase the total amount payable by COUNTY and add the Lump Sum Amount for Phase III and Phase IV before COUNTY issues the Notice to**

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Proceed for Phase III and Phase IV.

ARTICLE CIII • INVOICING

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

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

   "I hereby certify that the progress payments being invoiced represents the actual percentage of work completed."

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The total amount payable by COUNTY shall not exceed $11,598,914.88 as follows:

- Lump Sum Amount for Phase II PS&E: $10,851,664.88
- Reimbursable Expenses Not-to-Exceed (paid based on actual cost): $50,000.00
- Optional Items (if authorized by COUNTY Contract Administrator): $697,250.00

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

ATTACHMENT D • TITLE VI ASSURANCES

ARTICLE DI • INTRODUCTION

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between COUNTY and CONSULTANT to contain Clauses A and E of Article DII • Clauses below. Clauses B, C, and D of Article DII • Clauses below are only applicable as shown below. In addition, the CONSULTANT must include Clauses A and E, and if applicable, Clauses B, C, and D of Article DII • Clauses below in all subcontracts to perform work under this Agreement.

Clause B of Article DII • Clauses below shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to COUNTY. Clauses C and D of Article DII • Clauses below shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project or program; and (b) for the construction of use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

ARTICLE DII • CLAUSES

CLAUSE A

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSE B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

CLAUSE C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

CLAUSE D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

CLAUSE E:

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and

Docusign Envelope ID: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25

Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

docusign

Certificate Of Completion

Envelope Id: F02B1FE4-F17D-40AD-96B4-8AB99CC3DB25
Subject: Complete with Docusign: I-10 Bypass Revised_Agreement_2025.05.13_Rev.1.pdf
Source Envelope:
Document Pages: 123
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Wendy Fraticelli
401 Fayetteville St.
Suite 600
Raleigh, NC 27601
Wendy.Fraticelli@kimley-horn.com
IP Address: 134.238.199.93

Record Tracking

Status: Original
5/13/2025 7:55:49 PM

Holder: Wendy Fraticelli
Wendy.Fraticelli@kimley-horn.com

Location: DocuSign

Signer Events	Signature	Timestamp
Darren Adrian darren.adrian@kimley-horn.com Senior Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Darren Adrian E57ABFB21E1842B... Signature Adoption: Pre-selected Style Using IP Address: 134.238.199.93	Sent: 5/13/2025 8:13:42 PM Resent: 5/13/2025 8:21:17 PM Viewed: 5/13/2025 8:29:37 PM Signed: 5/13/2025 8:32:04 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jason J. Melchor Jason.Melchor@kimley-horn.com Associate Security Level: Email, Account Authentication (None)	Signed by: Jason J. Melchor 19B1F64B42FA47D... Signature Adoption: Pre-selected Style Using IP Address: 134.238.199.93	Sent: 5/13/2025 7:58:46 PM Resent: 5/13/2025 8:32:10 PM Viewed: 5/13/2025 8:33:03 PM Signed: 5/13/2025 8:34:34 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/13/2025 7:58:46 PM
Envelope Updated	Security Checked	5/13/2025 8:13:42 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	5/13/2025 8:13:42 PM
Certified Delivered	Security Checked	5/13/2025 8:33:03 PM
Signing Complete	Security Checked	5/13/2025 8:34:34 PM
Completed	Security Checked	5/13/2025 8:34:34 PM

Payment Events	Status	Timestamps



LEGEND

- Alternative 12 (Preferred Alternative)
- Proposed Bridges
- Morongo Band of Mission Indians Tribal Lands
- City/County Boundary
- Interstate 10
- Union Pacific Railroad

FIGURE 1.4-4

N

0 1000 2000
FEET

SOURCE: Kimley Horn (Aerial: 2012; Data: 2014; 2017); Riverside County (2015)

I:\KHA1101\GIS\ProjDesc_Alt12Alignment.mxd (3/4/2020)

I-10 Bypass: Banning to Cabazon

Alternative 12 Alignment Overview