

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

T. Y. LIN INTERNATIONAL

**SR-91/Adams Street Interchange Reconfiguration
Federal Aid Project No. STPL-5058 (094)**

RFP 1871

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of August, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and T. Y. LIN INTERNATIONAL, a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," Scope of Services ("Services"), attached hereto and incorporated herein by reference, in conjunction with SR-91/Adams Street Interchange Reconfiguration, Federal Aid Project No. STPL-5058(094) an RFP 1871 ("Project").

2. **Design Standards.** While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. **Consultant's Endorsement.** Consultant shall sign all technical studies, report, and memoranda furnished by Consultant, and where appropriate, indicate a California registration number.

4. **Term.** This Agreement shall be effective on the date first written above and, contingent upon approval by City, Consultant shall commence work after notification to proceed by City's Contract Administrator. The contract shall end four years thereafter, unless extended by Agreement amendment.

Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.

5. **Compensation/Payment.**

A. The method of payment for this contract will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work as described in Exhibit "B" attached hereto and incorporated herein. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved

Consultant's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Cost Proposal. In the event, that City determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by City shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of Seventy One Thousand Three Hundred Thirty One Dollars (\$71,331). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

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

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 12, Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address: Public Works Department, City of Riverside, 3900 Main Street, 4th Floor, Riverside, CA 92522

H. The total amount payable by City including the fixed fee shall not exceed Two Million Two Hundred Five Thousand Fifty Three Dollars (\$2,205,053).

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City's Contract Administrator.

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

6. **Cost Principles and Administrative Requirements.**

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

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

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

7. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval. The key person assigned to oversee the services under this Agreement on behalf of Consultant is Thomas Kim.

8. **Contract Administration.** Thuy Nguyen, Principal Engineer, shall administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

9. **Consultant's Reports.** The Consultant shall submit progress reports with each Request for Payment. The report should be sufficiently detailed for the City's Contract Administrator to determine if the Consultant is performing to expectation and is on schedule, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. City will make the reports available for review by relevant state, federal, or local agencies providing funding for the project.

10. **Assignment.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval.

11. Subcontracting.

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the City 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 the City'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 pertinent to this contract shall be subcontracted without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by the City.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants, including without limitation, the insurance obligations set forth herein.

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

F. Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subconsultant for purposes of establishing a duty of care between any subcontractor and the City.

12. Equipment Purchase.

A. Prior authorization in writing, by the City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$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 Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit City 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 City procedures; and credit City 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 City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

13. **Excusable Delays and Extensions.** Should Consultant be delayed or prevented from the timely performance of the services described in this Agreement by reason of act of God, inclement weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in either its sovereign or contractual capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of Consultant, performance shall be excused for the period of such delay.

If Consultant believes it is entitled to an extension of time due to conditions set forth above, Consultant shall provide written notice to the City within seven (7) working days from the time Consultant knows, or reasonably should have known, that the services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay.

14. **Additional Services.** Adjustment of Consultant's compensation for additional services shall be negotiated when Consultant establishes and City agrees that there has been or is to be a significant change in scope, complexity or character of the services to be performed, or conditions under which the services are to be performed. If Consultant believes that additional services and a fee adjustment are required, Consultant shall advise City at the earliest possible opportunity and shall obtain City's concurrence on the need for the additional services and estimated cost thereof. No additional services shall be performed without City's prior concurrence. Consultant shall document services for which costs are claimed. Any additional costs incurred by Consultant due to Consultant's own errors and omissions shall be borne by Consultant.

15. **Independent Contractor.** In the performance of this Agreement, Consultant and Consultant's employees, subcontractors, and agents shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or Federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

16. **Indemnification.**

16.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Profession Code, and a business entity offering architectural services in accordance with the chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Profession Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Profession Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Profession Code, and a business entity offering professional land surveying services in accordance with that chapter.

16.2 Defense Obligation for Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

16.3 Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arises out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Contract, notwithstanding that the City may have benefited from work or services and whether or not caused in part by the negligence of an Indemnified Party.

16.4 Defense Obligation for Other than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way

connected with: (1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or (2) any breach of the Contract by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

16.5 Indemnity for Other than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim of damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributed to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

17. Insurance.

17.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

17.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations herein.

17.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

17.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

17.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

17.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or (2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

17.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

17.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

17.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

17.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed

with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

14.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

17.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

17.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

18. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

19. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the

contract pursuant to Government Code 8546.7; Consultant, subconsultants, and the City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

20. Audit Review Procedures.

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

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City'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 the City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

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

21. Time of Essence. Time is of the essence for each and every provision of this Agreement.

22. Ownership of Documents. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City.

Consultant shall not release to others information furnished by City without prior express written approval of City.

23. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. City shall grant to FHWA and the State of California a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for government purposes.

24. **Patents.** Should Consultant become aware of or receive notice of potential infringement of any intellectual property right related to the Services, regardless of the source of that awareness or notice, in addition to its indemnity obligation, Consultant shall (a) immediately cease the copying and any other activity which is the potential source of infringement; and within seven (7) calendar days (b) investigate the potential infringement; (c) submit to the City copies of all documents relating to that awareness, the notice, or the object thereof; and (d) issue to the City a complete written response and analysis of the potential infringement and the course of action recommended by Consultant. Consultant shall submit to the City a supplement of the initial report within seven (7) calendar days of Consultant's receipt of, or awareness of, additional related information. Nothing in this Agreement shall be deemed to relieve Consultant of its obligations under this paragraph, nor shall the City's receipt of the information indicated herein give rise to any duty or obligation on the part of City.

25. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

26. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

27. **Conflict of Interest.**

A. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

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

C. 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 contract.

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

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

28. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

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

30. **Prohibition of Expending City, State or Federal Funds for Lobbying.**

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

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. 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 subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

31. **General Compliance with Laws.** Consultant shall keep fully informed of Federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services, and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code.

32. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

33. **State Prevailing Wage Rates.**

A. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

B. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

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

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

E. Consultant is aware of and stipulates that Consultant will also comply with the following sections of the California Labor Code:

- i. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- ii. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- iii. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- iv. Section 1810 providing that eight hours of labor shall be a day's work; and
- v. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.

34. **National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one 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 the Consultant to comply with an order of the National Labor Relations Board.

35. Debarment and Suspension Certification.

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

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

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

36. Inspection of Services. The Consultant and any subcontractor shall permit the City, the state and the Federal Highway Administration to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

37. Safety.

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

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

D. 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 feet or deeper.

38. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

39. **Disputes.**

A. Any dispute, other than an audit, concerning a question of fact arising out of this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the City's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by the Consultant.

B. Not later than thirty (30) days after completion of all of the services under the Agreement, Consultant may request review by the Assistant City Manager of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

C. 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.

40. **Termination.**

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

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

41. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

42. **Claims Filed by City's Construction Contractor.**

A. If claims are filed by the City's construction contractor relating to services performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate and defend against such claims, Consultant agrees to make its personnel available for consultation with the City's Construction Contracts Administrator and City Attorney's Office and for testimony, if necessary, at deposition, trial or arbitration proceedings.

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

C. Services of the Consultant's personnel in connection with the City's construction contractor claims will be performed pursuant to a written amendment, if necessary, extending the term of this Agreement in order to finally resolve the claim.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this paragraph.

43. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

44. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Riverside
Public Works Department
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522

To Consultant

T. Y. Lin International
Attn: Karen Chapman, PE
3633 East Inland Empire Blvd., Suite 900
Ontario, CA 91764

45. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in Section 10, Assignment, of this Agreement.

46. Nondiscrimination; Statement of Compliance.

A. 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 Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

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

47. Disadvantaged Business Enterprises (DBE) Participation

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

B. The goal for DBE participation for this contract is 7%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) submitted by Consultant with Consultant's Proposal and are incorporated by reference as part of this 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. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

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

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

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

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, 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.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract 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.

I. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records 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 prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

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

K. If a DBE subconsultant is decertified during the life of the contract, 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 Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within 30 days.

48. Subconsultant.

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants 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 the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.

D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subconsultant.

49. Retainage; Prompt Payment of Funds Withheld to Subconsultants. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the

violating prime consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

50. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

51. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

52. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

53. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

A. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. References to section numbers are to sections in the Agreement unless expressly stated otherwise.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

C. In the event of a conflict between the body of this Agreement and Exhibit "A" Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

54. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation (Actual Cost plus Fix Fee)

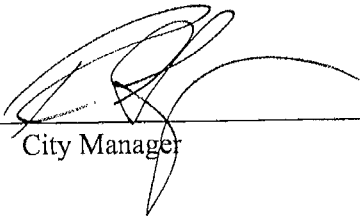
Exhibit "C" - Key Personnel

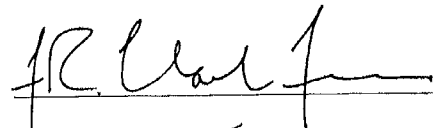
(Signatures on Following Page)

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

T. Y. LIN INTERNATIONAL, a California corporation

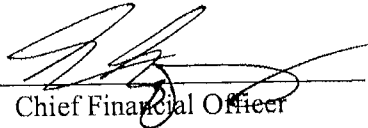
By: 
City Manager

By: 
F.R. CLARK FEENON
[Printed Name]
VICE PRESIDENT
[Title]

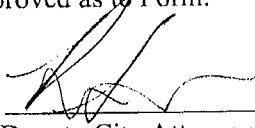
Attest: 
City Clerk

By: _____
[Printed Name]
[Title]

Certified as to Availability of Funds:

By: 
Chief Financial Officer

Approved as to Form:

By: 
Deputy City Attorney

CA# 19-0553 19-0533
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EXHIBIT "A"

Scope of Services

State Route 91/Adams Street Interchange Reconfiguration
Project Approval/Environmental Document Services

SCOPE OF WORK

May 22, 2019

Project Description

The State Route 91 (SR-91)/Adams Street Interchange Reconfiguration project ("project") would reconfigure the existing interchange between postmiles 15.1 and 16.2 along SR-91 in the City of Riverside. This scope of work is based on the following assumptions:

- The project will address the two Build alternatives, identified as Alternatives 3 and 7 in the City of Riverside's Request for Proposals No. 1871, in this scope of work. This applies to all engineering and environmental technical studies and environmental document (ED) outlined in this scope of work. Any additional build alternatives identified for analysis will require a separate scope and fee evaluation.
- The project as described is considered to have independent utility and logical termini.
- The California Environmental Quality Act (CEQA) document will be an Initial Study/Mitigated Negative Declaration (IS/MND).
- The National Environmental Policy Act (NEPA) document will be an Environmental Assessment/Finding of No Significant Impact (EA/FONSI).
- The California Department of Transportation (Caltrans) will be the lead agency under NEPA and CEQA.

This scope of work constitutes our current understanding of the project. Only those items specifically identified in this scope of work are included. No other effort is assumed or implied. Other tasks not specifically addressed in this proposal are excluded, but can be negotiated if desired. Certain assumptions have been made in preparing the scope of work and fee estimate. To the extent possible, they are stated herein and are reflected in the estimated fees. If unanticipated conditions occur during design, it is anticipated that Consultant and City will revise the scope, schedule, and budget accordingly. The fee estimate has been reduced as requested by the City to eliminate all "buffers;" any differences between expected and actual required level of effort will require a change order. No additions to the scope can be accommodated within the fee estimate.

This scope of work is the sole document that describes the contract scope of work for the Consultant's services. This scope of work supersedes all other documents that describe scope work elements, including, but not limited to, the Request for Proposals and any amendments, the Consultant's proposal response to the Request for Proposals. The fee listed in the cost proposal for a given scope element is the maximum fee that will be expended on that scope element. Any additional effort needed for the project will be authorized by the City as part of a contract amendment to the fee.

The number of review cycles included in the scope and fee for a given task is described in each applicable work task in this scope of work. Any additional review cycles for a given task will require a contract amendment to the fee authorized by the City.

Task 1: Project Management, Coordination & Administration

This task includes the Project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of Consultant work.

1.1 Coordination & Administration

Consultant will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the project scope of work. Consultant will coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the project.

A kickoff meeting will be held soon after contract execution to review project objectives and requirements, receive initial information from agencies, establish the communication plan and protocols, and address other issues as necessary to ensure successful project initiation. Thereafter, Consultant will actively participate in PDT meetings in conjunction with the City, Caltrans, and stakeholders as required by the City, to discuss progress, coordinate design activities, obtain direction, exchange project information, and identify issues to be resolved.

Consultant will participate in the following meetings:

- PDT meetings: Meetings will be held with City, Caltrans, and other key stakeholders as needed to discuss policy, procedures, and make decisions affecting the direction of the Project Report (PR) and ED. Consultant will prepare and distribute meeting notices, agendas, handout material relevant to the agenda, and meeting notes. Up to 36 PDT meetings will be conducted.
- Agency Coordination Meetings: Meetings will be held to discuss issues with specific agencies. Consultant will participate in meetings and will bring exhibits as appropriate. Up to 2 agency coordination meetings will be conducted.
- Internal project team task-specific meetings: These will be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

Consultant administration activities will include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with Caltrans' standards and policies. Prepare, circulate, and file correspondence and memos as appropriate.

The Environmental Manager will attend up to 28 meetings, the environmental lead will attend up to 14 meetings, and the traffic lead will attend up to 3 meetings.

A maximum of 10 unique exhibits will be prepared for meetings.

Deliverables

- PDT meeting notices, agendas, handouts, and notes
- Meeting notices, agendas, handouts, and record of action items
- Meeting exhibits

1.2 Schedules

Within 30 days after notice-to-proceed, Consultant will prepare the Project Master Schedule (PMS) for the technical studies, ED, and PR. The schedule will be prepared in Microsoft Project or Oracle Primavera using the Critical Path Method, and will be consistent with the tasks outlined in this scope of work. Additional critical path items will be added as necessary. The PMS will reflect the various levels of reviews for the draft and final environmental documents. The PMS will include:

- Project milestones and delivery of intermediate Project deliverables
- Reviews for the draft and final environmental documents and intermediate Project deliverables by the City and Caltrans

The PMS will include a display of the critical path. The order sequence and interdependence of significant work items will be reflected on the PMS.

Consultant will submit a copy of the PMS to the City's Project Manager for review and approval and a copy to Caltrans for information. It is expected that the City and Caltrans will review and comment on draft documents within the assumed review periods listed in the project schedule after approval of the project schedule. Consultant will not be responsible for the effect of review period delays on the project schedule.

Deliverables

- Project Master Schedule

1.3 Progress Reports & Invoicing

Consultant will report the progress of the work on a periodic basis, typically monthly. Consultant will submit one copy of a progress report to the City's Project Manager consisting of a written narrative for each main scope task. It will describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes. The progress report will be provided with the invoice for services corresponding to the same work period.

Deliverables

- Progress Reports & Invoices

1.4 Project Work Plan

Consultant will prepare and maintain a Project Work Plan (Project Management Plan) throughout the performance of the services under this Agreement. The Project Work Plan (PWP) will conform to Consultant's internal requirements, and will include a Communication Plan, Risk Management Plan, and Quality Plan as described below.

A Quality Plan will be prepared specifically for this project. The Quality Plan will include Consultant's Quality Management Plan, which will provide comprehensive quality control processes and procedures that outline the independent checking procedures to be performed on report preparation, calculations and drawings, independent reviews and management systems; and quality assurance procedures for internal and subconsultant surveillances and audits, to maintain product quality, schedule, and budget adherence.

Consultant will prepare the Quality Plan to comply with the:

- Caltrans Standard Environmental Reference, Environmental Handbook, Volume 1, Chapter 38, NEPA Assignment
- The Caltrans District 8 submittal checklists
- Caltrans Environmental Document External Quality Control Certification Sheet
- Environmental Document Review Checklist

Consultants will sign off on each checklist by sub-functional responsibility before submittal of the draft and final ED.

All deliverables will be subject to a quality control review utilizing the Consultant's processes and procedures before they are submitted to the City and Caltrans for review comments. Consultant will prepare a comment response matrix indicating how and where the changes to the documents have been made in response to comments. The comment response matrix will accompany the submittal documents when the revised documents are resubmitted to the City and Caltrans.

In addition:

- The Environmental Document Review Checklist for draft and final environmental documents will accompany the screencheck draft, draft, and final ED, respectively.
- The QMP will include a QA procedure that describes the QA Certification process for each deliverable that is certified by Consultant's Quality Manager or Project Manager.
- Each deliverable will be certified by Consultant's Quality Manager or Consultant Project Manager as being prepared and checked in accordance with the approved QMP.
- Consultant will identify QC reviews within the Project Master Schedule (PMS).
- Consultant will submit a QA Certification to the City and/or Caltrans with each submittal upon request.
- Consultant will submit Quality Control documents to the City, and Caltrans if needed, upon request.

Deliverables

- Project Work Plan
- Quality Assurance and/or Quality Control documentation, upon request as described above

Task 2: Engineering Development

2.1 Background Data Collection/Permit Applications

Consultant will collect pertinent information from the City, Caltrans and local jurisdictions, and perform field reconnaissance necessary for the project. Consultant will research the following available information:

- Approved Project Study Report-Project Development Support (PSR-PDS)
- Approved Preliminary Environmental Analysis Report (PEAR) used to support the PSR-PDS
- Technical studies included in the approved PSR-PDS
- Preliminary Project plans/profiles
- Existing roadway geometrics and intersection configuration
- As-Built Plans
- Right-of-way information
- Any other information/documentation used to support the PSR-PDS

Existing design drawings, "as-built" drawings, design plans, reports and specifications for planned, existing, adjacent and affected facilities will be made available to Consultant by City and Caltrans. The Consultant and the City assume that the information provided on these documents are accurate for the continuation of the design process.

Similar to the PSR-PDS, it is assumed that the City will contact utility companies to obtain record plans and will provide them to the Consultant for use in the PA/ED phase.

Consultant will coordinate with Caltrans to obtain the necessary encroachment permits for the field reconnaissance. It is assumed that encroachment permits will be provided at no cost; any fees that are requested by agencies will be paid directly by the City.

Deliverables

Consultant will prepare the following items and will provide them to the City upon request:

- Inventory of existing planning/engineering data

- Inventory of existing environmental conditions
- Caltrans Encroachment Permit Application and Approval

2.2 Aerial Topographic Mapping & Survey

All mapping will be compiled in conformance with existing Caltrans mapping standards.

Survey Control

The Consultant will establish survey control within the project limits to be used for the PA/ED phase, and to establish project control datum for use on future phases of the project. Aerial photogrammetric and profile targets will be set in conformance with the aerial flight plan. Where possible, these targets will be centered on existing cadastral monuments. Where no such monument is found, the surveyors will set a semi-permanent monument to define the center of the target. All surveying and mapping for this project will be completed utilizing the horizontal datum of the North American Datum of 1983 (NAD83), and the vertical datum of the North American Vertical Datum of 1988 (NAVD88).

Photogrammetric Mapping

The Consultant will obtain color aerial photography of the proposed site at a nominal photo scale of 1"=300' (1:3,600) which will be used to generate a 1"=50' mapping with 2-foot contour intervals and covering the area shown outlined in yellow on the following image. The Caltrans three step ABC process of project submittals and approvals consisting of flight and control layout, Aerial Triangulation adjustment, Photo Index and ultimately the final DGN files will be implemented during this project. Any additional topographic areas required during the delivery of the project will be supplemented from available topo from other sources, or will be produced as part of a separate scope and fee to be authorized by the City.



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Right of Way Delineation

Major cadastral monuments will be located in the project area to map the centerline, right of way, and parcel lines for SR-91, Adams Street, Indiana Avenue, Monroe Street and Madison Street from recorded and available information obtained from the City of Riverside, Caltrans District 8, and the County of Riverside.

Adams Street Bridge Clearance

A stationary scanner will be utilized to obtain the Adams Street Bridge soffit information. From the stationary scan, the bridge clearance will be obtained, the bridge wing walls will be located, and the bridge center columns will be located.

Deliverables

- Aerial topographic mapping
- Aerial photos
- Centerline information
- Bridge clearance
- ASCII point files

2.3 Geometric Development

Geometric layout plans will be developed based on English design standards as defined in Caltrans HDM, latest edition. Geometrics will be prepared for the build alternatives identified in the approved PSR-PDS as refined through the Value Analysis process. Refinements to the alternatives outlined in the PSR-PDS and/or the Value Analysis will be evaluated with the intent of improving local street operations, freeway operations, and/or minimizing environmental effects. Additionally, refinements to the purpose and need will be considered based on baseline traffic modeling conducted as part of Task 3.4-3a and these refinements will be reflected in the alternatives brought forward for evaluation into the Project Report and ED.

Typical section element and right-of-way widths will be labeled. Title sheet, typical sections, key map, layout plans, and profiles/superelevation sheets will be developed. Additional, full-size geometric drawing exhibits (scale: 1"=100') will be prepared to aid in the conceptual geometric approval process. Preliminary cut/fill lines will be generated and labeled.

Vertical profiles will be developed at critical locations where additional engineering definition is necessary to validate the proposed build alternative(s) and/or adequately define the environmental characteristics analyzed and carried forward in the Draft ED.

The typical section, layout and profile sheets for the alternatives to be carried forward as attachments to the PR and ED, are assumed to be 11"x17" cut sheets. A total of 11 typical sections, 20 layout sheets, and 22 profile sheets are expected to be completed for the two build alternatives. The 1"=100' design will be displayed and measure at 1" = 200' on the 11"x 17" cut sheets.

Nonstandard design features will be identified in a matrix format and on strip plot exhibits for discussion with Caltrans and the City. Upon conceptual approval from Caltrans, the design standard risk assessment will be prepared and submitted to Caltrans for review and assignment of the risk determination. This table will be included in the Draft PR. Upon selection of the preferred alternative, any changes to the nonstandard design features as a result of design refinements will be updated in the design standard risk assessment table and provided to Caltrans and the City for review, and for Caltrans to assign any updated risk determinations. This table will be included in the Final PR. For estimating purposes, six

meetings are included to obtain the design standard risk determinations for inclusion in the Draft and Final PRs.

Consultant will work with City, Caltrans, and primary stakeholders through the City, to obtain geometric approval of the build alternatives. Comments received from the submittal of the geometric plans will be reviewed and incorporated as required for final approval of the Project Report.

Deliverables

- Geometric Drawing Exhibits in strip plot format for discussion and review purposes
- Geometric Plans (title sheet, typical sections, key map, layout plans, and profiles/superelevation, scale 1"=200') for inclusion as attachments in the Draft and Final Project Reports

2.4 Value Analysis

The Consultant will conduct a Value Analysis in accordance with Caltrans' Value Analysis Program guidelines. This will include a prestudy session, a maximum 5-day workshop, implementation action, and report preparation in accordance with Caltrans VA Program guidelines. The Value Analysis team will include individuals not directly involved in the PSR-PDS alternatives development, City of Riverside, and Caltrans, as well as other stakeholders if desired by the City. The VA will be conducted early in the PAVED process to identify/vet new PA&ED alternatives or improve/refine Build Alternatives 3 and/or 7. No new exhibits for the Value Analysis are included. It is assumed that existing available exhibits from the PSR-PDS will be utilized for the Value Analysis. If new exhibits are required, an additional scope and fee from the City may be required.

Deliverables

- Value Analysis Report

2.5 Construction Staging/Traffic Handling

Consultant will develop a conceptual construction staging/traffic handling concept to verify constructability and feasibility of traffic handling for the Project build alternatives. The construction staging/traffic handling concept will be developed on large scale strip plots that display the anticipated staging/traffic handling concept.

Consultant will maintain the existing number of freeway mainline lanes during construction of the build alternative(s). Detour concepts that will minimize disruption and impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept. A total of 9 concept sheets addressing both build alternatives, are expected to be completed.

Deliverables

- Construction Staging/Traffic Handling Concepts

2.6 Structures Advance Planning Studies

TYLI will complete Advance Planning Studies (APS) as an attachment to the Project Report to document the scope and cost of structure work for the build alternatives. Each APS will consist of one plan sheet for each structure showing the basic structure layout details and cost estimate. TYLI will prepare a structures APS for each structure such as bridges, special design retaining walls, pumping plant, and pumping plant modifications. For special design retaining walls, it is assumed that all walls are grouped under one APS for each alternative.

The APS will be prepared in accordance with guidelines set forth in the Caltrans OSFP Information and Procedures Guide and Caltrans Memo to Designers in order to develop feasible structure alternatives, costs, and controls appropriate for the specific location. The Caltrans' Consultant-Prepared Advance

Planning Studies Checklist will be used as a guideline for the appropriate content for a PA/ED-level APS document. The analysis will include identification of the following:

- Structure lengths, widths and types
- Span lengths
- Structure depths
- Vertical and horizontal clearances
- Roadway widths
- Bridge removal (if required)

Deliverables

- Advance Planning Studies memo for each structure in each build alternative (9 APSs total)

2.7 Preliminary Geotechnical/Materials/Foundations Reports

District Preliminary Geotechnical Report

The Consultant will prepare a District Preliminary Geotechnical Report (DPGR) documenting the site geotechnical and geologic conditions. The DPGR will include topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The report will also address stability and settlement of proposed roadway embankments. Consistent with the typical level of work completed for the PA/ED phase, the evaluation will be based on a review of existing subsurface data, and will not include field investigations, borings or laboratory testing.

Deliverables

- Draft DPGR
- Responses to comments on Draft DPGR
- Final DPGR

Preliminary Materials Report

A Preliminary Materials Report (PMR) is already available for this project. The Consultant will update this PMR if necessary to provide revised pavement structural sections. The evaluation will be based on a review of available existing subsurface data and will not include field investigations, borings or laboratory testing. Caltrans' pavement design procedures using traffic indices and pavement design lives will be utilized. It is expected that the Traffic Indices will be provided by Caltrans. Information on existing pavement sections will be based on the Typical Section Sheets provided by the Civil Designers. Recommendations for rehabilitation of existing pavements will not be included in this report. The calculated pavement sections will be used by to complete the pavement Life Cycle Cost Analysis (LCCA). Caltrans is in the process of switching their flexible pavement design method to the Mechanistic-Empirical (M-E) procedure; however, software for designing flexible pavement using the M-E procedure is not yet available for commercial use. Therefore, it is assumed that flexible pavement will be designed using the November 2017 HDM method.

Deliverables

- Draft PMR
- Responses to comments on Draft PMR
- Final PMR

Structure Preliminary Geotechnical Report

The Consultant will prepare Structure Preliminary Geotechnical Reports (SPGR) for Alternative 3 and 7 for Adams Street Overcrossing (OC), and for Alternative 3 for the eastbound on-ramp OC and eastbound off-ramp OC APSs in accordance with the Caltrans Guidelines. An idealized soil profile and design strength parameters for foundation analysis will be developed based on existing subsurface data obtained from the as-built log-of-test-boring sheet for the existing Adams Street OC. Preliminary seismic design parameters (acceleration and response spectrum) will be provided using the latest Caltrans web-based seismic design criteria. Using the soil profile and strength parameters, preliminary foundation types for the proposed bridges will be provided.

Deliverables

- Draft SPGRs
- Responses to comments on Draft SPGRs
- Final SPGRs

2.8 Utilities

Utility information provided by the City in Task 2.1 will be compiled into a utility base CAD file. Information from this task will be used in completing the Utility Information Sheet supporting the Right-of-Way Data Sheets. Existing utilities are understood to consist of AT&T cable, City of Riverside electrical, Southern California Gas Company gas lines, City of Riverside water, and AT&T and City of Riverside telecommunication facilities.

These will be verified through record plan and field research. The potential impacts to each utility with respect to each build alternative, will be evaluated at a level appropriate for the PA/ED phase.

Consistent with the typical level of detail for the PA/ED phase, no potholing of existing utilities is included.

2.9 Right-of-Way Data Sheets

New right-of-way, including partial and full acquisitions, would be needed for construction of the proposed project. Build Alternative 3 could result in acquisitions at 23 parcels. Build Alternative 7 is estimated to require approximately 54,700 square feet of additional right-of-way. Alternative 7 could result in acquisition at 43 parcels. Build Alternative 7 is estimated to require approximately 278,200 square feet of additional right-of-way. Temporary construction easements would likely be required under both build alternatives.

The locations and areas of the acquisitions and temporary construction easements will be known with a higher degree of certainty once more detailed design information becomes available during the PA/ED phase which will be utilized in preparing the RWDS.

Existing utility information will be summarized in a utility information sheet.

While the project does not cross or impact a railroad, the railroad information sheet will remain a part of the right of way data sheet.

2.10 Drainage Report

The Consultant will conduct a limited PA/ED-level drainage study for the proposed project. As-built plans and up to two proposed build alternatives will be reviewed to determine qualitative potential impacts to the existing drainage systems. Needs for new drainage systems will be evaluated. A summary report will be prepared to document the general impacts to the existing system, recommendations, and preliminary cost estimate for the proposed drainage improvements. Identification and/or evaluation of any drainage conditions beyond the project limits is excluded, but may be added under an amended scope and fee.

The report is expected to include the following:

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- Bulleted list of drainage design criteria
- Qualitative evaluation of the existing conditions
- Noted unusual and special conditions
- Drainage mapping of main watershed areas
- Preliminary hydraulic analysis
- Preliminary drainage design

Deliverables

- Draft Drainage Report
- Responses to comments on Draft Drainage Report
- Final Drainage Report

2.11 Storm Water Data Report

The Consultant will prepare a limited PA/ED-level Storm Water Data Report for the Project summarizing project impacts to water quality, general mitigation measures, and to recommend general categories of Best Management Practices (BMPs) that would address the water quality issues associated with the site. The limited study SWDR will address the impacts from roadway improvements and the need for erosion control measures by referencing Caltrans standard checklists. Potential conceptual locations of treatment BMPs will be provided; however, no sizing calculations are included. Any work to coordinate BMP areas outside of the existing project right-of-way would require additional scope and fee to be authorized by the City. The need and costs for project erosion control measures will also be evaluated.

Deliverables

- Draft SWDR
- Responses to comments on Draft SWDR
- Final SWDR

2.12 Life Cycle Cost Analysis

A Life Cycle Cost Analysis (LCCA) will be prepared according to the latest Caltrans guidelines for the PA/ED phase, as described in the Highway Design Manual (HDM) Chapter 610 and Caltrans Life Cycle Cost Analysis Procedures Manual (August 2013). Caltrans' RealCost Version 2.5.4CA program will be utilized to perform the lifecycle cost analysis.

The report will be prepared and submitted to Caltrans for review in support of the Project Report. A draft report will be submitted to Caltrans for review; after comments are incorporated, a draft final report will be submitted for review and confirmation. The next submittal is expected to be the final report for Caltrans' approval.

Deliverables

- Draft LCCA
- Responses to comments on Draft LCCA
- Final LCCA

2.13 Cost Estimates

Based on the preliminary geometric plans, the structure cost estimates, and the Right-of-Way Data Sheet cost information described above, PR-level cost estimates will be prepared for the build alternatives in accordance with the cost estimate format included in the Caltrans PDPM.

The right-of-way portion of the cost estimate will be completed based on the following elements:

- Review proposed right of way design, applicable environmental document and general project impacts.
- Quantify right of way requirements for each parcel area.
- Setup customized cost spreadsheet with specific parcel detail.
- Complete site inspection on project area. Document impacts to each parcel, limiting conditions, impacts to utilities and any hazardous waste concerns.
- Document any potential displacements and determine costs.
- Complete market assessment, gather data on land values, real estate inflation rates, condemnation rates and possible damages.
- Compute cost by applying values to estimate parameters and other line items, including damages, property improvements, etc.
- Pay attention to inflation, uncertainty and risk.
- Input data on cost spreadsheet with applicable assumptions impacting value determination.
- Determine proper escalation rates based on proposed project schedule.

Deliverables

- Cost Estimates for each build alternative, Project Report-level format

2.14 Pump Station Evaluations

Pump Station Basis of Design Memorandum

Consultant will provide a brief Pump Station Basis of Design (BOD) outline memorandum with bullet points stating the general parameters and constraints to be incorporated into the design parameters associated with the pump station conditions and possible improvements. The pump station BOD will be used to inform the approach and comments in a Pump Station Assessment Report (PSAR). The BOD will be circulated for comments that will be addressed in the subsequent PSAR.

Deliverables

- Pump Station Basis of Design Memorandum

Pump Station Assessment Report

The Consultant will provide a brief assessment of the existing pump station based on available as-built and roadway geometries as well as any operations and maintenance records. The report may address the following issues:

- Probable qualitative hydraulic performance of the existing system
- Recommended changes to the pump station elements
- Low flow, typical BMP, and design storm conveyance
- Possible application of supervisory control and data acquisition (SCADA)
- Emergency generator switchgear logic
- Comments on any maintenance operations/procedures provided by the City

The report will address the existing and preliminary proposed drainage conditions within the limited scope described above as well as any general water quality mitigation or design considerations associated with updating the pump station. This report will consider both onsite drainage and run-on based on observed conditions at the site or in available documentation provided by the City. Approximate detention storage requirements and pump sizing within a probable range suitable to the site. The existing conditions will be

observed up to the project limits via one site walk limited to access along the public right of way. Any existing pump station outfall structures or downstream hydraulic conditions will be set as project constraints, but can be evaluated for improvements if requested, under an amended scope and fee.

A local remote termination unit (RTU) will be anticipated as part of the pump station site. The controlled and monitored parameters are to include pump motor start/stop, automatic transfer switch positions, generator set start/stop status, the water level, the flow, intrusion alarm, fire alarm and station summary alarm. The RTU would send/receive the signals via a radio link to the local repeater.

Items that can be added to the Draft/Final PSAR for additional Scope and Fee include:

- Suitability of existing structural elements and any structural modifications
- Trash capture opportunities
- Filtration methods of copper, lead, and pathogenetic pollutants
- Pumped treatment flows to maximize best management practices (BMPs) opportunities
- Modelling of pump station flows
- SCADA integration with existing systems
- Emergency power sources: diesel, natural gas, propane, battery, etc.
- Siting of required detention storage

Deliverables

- Draft Pump Station Assessment Report
- Responses to comments on Draft Pump Station Assessment Report
- Final Pump Station Assessment Report

Task 3: Environmental Studies

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

Only those technical studies identified in this scope of work are assumed or included. Any other technical studies or efforts are assumed to be not required or addressed by others.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost will be submitted for approval prior to their initiation.

For each report the following submittals will be made:

- Draft Technical Study (electronically to City and then Caltrans)
- Revised Draft Technical Study (electronically to City and Caltrans)
- Final Technical Study for approval (electronically to City and Caltrans)
- Final approved Technical Study for file (4 hardcopies each to City and Caltrans)

The following assumptions have been made with regard to the scope and associated level of effort:

- Focused protocol surveys other than those specified under the Natural Environment Study/Minimal Impacts task are not included. If additional focused surveys are identified during the biological field reconnaissance, a separate scope and cost for this work will be provided to the City.

- No Section 7 consultation or California Endangered Species Act Section 2081 or 2080.1 consultation is expected to be required and is therefore not included.
- Permit applications and processing (Section 401 Water Quality Certification, Section 404 permit, and Section 1602 Streambed Alteration Agreement), plus any associated Habitat Mitigation Maintenance and Monitoring Plan are not included in this scope of work. Permit applications and processing are expected to be completed during the project's PS&E phase.
- No Location Hydraulic Study, Summary Floodplain Encroachment Report, or Floodplain Evaluation Report are expected to be required and are therefore not included.
- Project is not expected to make CEQA significance determinations for traffic based on SB743 using VMT.
- NEPA/404 integration process will not be required.

3.1 Base Maps for Environmental Studies

Consultant will prepare the base maps for the environmental technical studies. These will include the Project Vicinity, Project Location, Project Layout maps, as well as establishing the base mapping to be used for all environmental report and document maps.

Deliverables

- Project Vicinity, Location, and Project Layout maps for use in environmental technical studies and environmental document

3.2 Traffic Study

A Traffic Operations Analysis Report (TOAR) will be prepared as the traffic study for inclusion in the project's PR and ED.

Task 3.2.1. Scope Refinement/Coordination

Consultant coordinate with City of Riverside, Caltrans District 8, and/or Riverside County staff to discuss the traffic study parameters and refine the scope of the traffic analysis as an input to the PAVED process. Such issues as the number and location of intersections and freeway segments to be studied, analysis parameters, future regional circulation improvements, cumulative projects and other methodological assumptions will be discussed. In addition, the travel demand forecasting methodology and model to be used for the future analyses will be discussed and agreed upon.

The updated Riverside County Traffic Analysis Model (RIVTAM) is currently under development and is unlikely to be available for this project. Therefore, similar to the forecasting methodology used for the project's PSR-PDS and associated Traffic Engineering Performance Assessment (TEPA), the 2016 Southern California Association of Governments (SCAG) Regional Transportation Model (RTM) will be used to develop traffic volumes for the future year conditions. Changes to the model, such as the number and type of future freeway lanes, and newly approved land use changes, such as the latest approved development and circulation plans for California Baptist University (CBU), will be identified.

A Traffic Analysis Methodology Report will be prepared to document the analysis assumptions.

Deliverables

- Traffic Analysis Methodology Report

Task 3.2.2. Traffic Data Collection

Consultant will collect and assemble geometrics data for all study area intersections and freeway/roadway segments. Consultant will collect existing conditions traffic counts for all study intersections during the a.m. and p.m. peak periods, including truck classification counts as

necessary. It is assumed that new a.m. and p.m. peak hour vehicle classification counts will be conducted at up to 14 study intersections. 24-hour machine counts with vehicle classification will be collected at up to 4 arterial segments. Freeway traffic count data will be collected from Caltrans, RCTC, and/or the Caltrans PeMS online database. Caltrans Traffic Accident Surveillance and Analysis System (TASAS) collision data will be requested from and provided by Caltrans.

Task 3.2.3. Existing Conditions Traffic Analysis

Existing peak hour traffic conditions and levels of service will be assessed for all the study intersections. The intersection levels of service will be calculated and analyzed using Highway Capacity Manual (HCM) level of service analysis methodologies. Queues at ramp intersections will be analyzed and compared to the queuing lengths provided. The Synchro software will be used to develop the network and subsequent level of service analysis.

Existing peak hour traffic operating conditions and levels of service analysis for freeway mainline and ramp influence areas will be performed using Highway Capacity Software (HCS).

The existing transportation and circulation setting will be defined through traffic levels of service and volumes and also through a safety review of the circulation system. Caltrans TASAS data collected under Task 3.2.2 will serve as the basis of the study area mainline and ramp safety assessment. Tabular and graphic summaries of collision data will be prepared by location, type and severity to identify potential safety improvements.

Task 3.2.4. Future Volume Development

Traffic forecasts will be developed for the no-build and build alternatives for project opening year and design year. Consultant will develop and implement intersection and highway link post-processing methodology for the model forecasts, based on existing counts.

Consultant will review the travel demand model's analysis zones and highway network within the study area and will identify any specific refinements and modifications necessary. The team will coordinate closely with the City regarding the land use assumptions that are to be included in the modeling for the interchange project. The Regional Transportation Plan (RTP), Measure A, and Transportation Uniform Mitigation Fee (TUMF) project listings will all be reviewed, and improvements expected to be in place by the project's opening year and horizon year will be incorporated into the model network for each scenario. For the analysis of a no build alternative, the potential improvements identified in coordination with the project team will be included in the model.

As noted earlier, the 2016 SCAG RTM will be utilized to develop traffic volumes for the future year conditions. The future year is 2045 per the PSR-PDS approved on May 10, 2018 by Caltrans District 8. The existing year in the SCAG model is 2012 and the forecast year is 2040. The 2040 SCAG Baseline (fiscally constrained) model run forecast scenario will be used, as standard practice. The 2045 traffic forecasts will be developed through extrapolation, using a calculated annual growth rate from 2012 to 2040, which were then applied to model projected 2040 volumes. The SCAG Model's zone structure and network in the project vicinity were reviewed, verified and adjusted as necessary to correspond to the focused, local needs of this project.

CBU is a private university located generally in the northwest quadrant of the SR-91/Adams Street interchange. CBU's Specific Plan area generally is bounded by the SR-91 to the south, Adams Street to the east, Magnolia Avenue to the north, and Monroe Street to the west. As part of the update to the CBU's Specific Plan, a separate Traffic Impact Analysis (TIA) was prepared by others to determine traffic-related impacts of the campus expansion and developments on the project area's roadways and intersections. The year 2025 is assumed to be the opening year of the proposed expansion of the University. Adams Street is planned to be widened to 6 lanes between Briarwood and the SR-91 as part of mitigations included in CBU specific plan. As directed by and discussed during the previous PSR-PDS and TEPA effort, the projected trips generated by this proposed expansion, as identified in

the TIA, will be included in the future year no-build and build alternative analysis for this project to provide a more local-level accuracy to the long-range traffic forecasts, which are otherwise generally based on the SCAG Model, which is a macro-level regional forecasting tool.

The model forecasts will also be used to estimate Vehicle Miles Traveled (VMT) stratified by roadway type. This data will be broken down in 5 mph speed bins for both peak and off-peak periods. The data will also be used to estimate Vehicle Hours Traveled (VHT) stratified by roadway type.

A Traffic Forecast Volume Development Report documenting the forecasting methodology, data collection, and resulting traffic volumes will be submitted to Caltrans for concurrence before proceeding with the traffic operations analyses. Forecast volumes will be included for project opening and design years, for no build conditions, and up to two build alternatives. For estimating purposes, one submission of the Draft report and one submission of the Final report is included. It is assumed that the operational analyses will proceed once responses are provided to the comments on the Draft Traffic Forecast Volume Development Report.

Deliverables

- Draft Traffic Forecast Volume Development Report
- Responses to comments on Draft Traffic Forecast Volume Development Report
- Final Traffic Forecast Volume Development Report

Task 3.2.5. Year 2025 Traffic Analysis

Opening year 2025 peak hour traffic conditions and levels of service will be assessed for all the study intersections. One "no build" and up to two "build" alternative scenarios will be assessed. The intersection levels of service will be calculated using HCM level of service analysis methodologies. Queues at ramp intersections will be analyzed and compared to the queuing space provided. Improvements required to mitigate any identified roadway deficiencies as a result of the project will be identified.

Opening year 2025 "no build" and "build" peak hour traffic conditions and levels of service analysis for freeway mainline and ramp influence areas will be performed using HCS software. Queues at ramp meters will be analyzed by comparing demand volumes to potential ramp metering rates. A comparative analysis of the no build and build alternatives will be provided. Improvements required to maintain the established level of service standard will be identified.

Task 3.2.6. Year 2045 Traffic Analysis

Horizon year 2045 peak hour traffic conditions and levels of service will be assessed for all the study intersections. One "no build" and up to two "build" alternative scenarios will be assessed. The intersection levels of service will be calculated using HCM level of service analysis methodologies. Queues at ramp intersections will be analyzed and compared to the queuing space provided. Improvements required to mitigate any identified roadway deficiencies as a result of the project will be identified.

Horizon year 2045 "no build" and "build" peak hour traffic conditions and levels of service analysis for freeway mainline and ramp influence areas will be performed using HCS software. Queues at ramp meters will be analyzed by comparing demand volumes to potential ramp metering rates. A comparative analysis of the no build and build alternatives will be provided. Improvements required to maintain the established level of service standard will be identified.

VISSIM simulation model will be utilized for refining the alternative design and to obtain network wide measure of effectiveness such as peak hour travel time and vehicle hours of delay.

Task 3.2.7. Intersection Control Evaluation

Consultant will evaluate alternative traffic control strategies and treatments at state highway locations in order to satisfy the Traffic Operations Policy Directive 13-02, Intersection Control Evaluation (ICE TOPD), issued by Caltrans' Division of Traffic Operations in August 2013. Intersection Control Evaluation (ICE) emphasizes the need to consider alternative intersection control designs at state highway intersections. This section would conduct Intersection Control Evaluation of the use of alternative intersection control designs, specifically, roundabouts, single point interchanges, and diverging diamonds. It is assumed that up to 2 alternative intersection control designs will be analyzed during opening year and horizon year build conditions.

Task 3.2.8. Documentation & Response to Comments

Upon completion of the analysis, Consultant will document the outcome of the above Traffic Analyses Tasks in a comprehensive Draft TOAR. Consultant will respond to up to two rounds of City of Riverside and Caltrans comments, and prepare a final version of the report.

Consultant will assist the team in incorporating the appropriate sections of the TOAR into the Project Report and will respond to all comments.

Task 3.2.9. Traffic Input at Meetings

Consultant staff will attend up to ten team meetings with the City and/or Caltrans.

Task 3.2.10. Transportation Management Plan (TMP)

Consultant will prepare a Transportation Management Plan (TMP) Data Sheet in accordance with Caltrans requirements to document the activities needed to minimize traffic delays that may result from lane restrictions or closures in the work zone. The TMP Data Sheet will include an estimated cost for all TMP elements.

Deliverables

- Draft TMP Data Sheet
- Responses to comments on Draft TMP Data Sheet
- Final TMP Data Sheet

3.3 Natural Environment Study/Minimal Impacts

Consultant will conduct a literature search, perform field surveys, and prepare a Natural Environmental Study/Minimal Impact (NES/MI) report for the proposed project analyzing potential impacts to biological resources. The project lies within the boundaries of the Western Riverside Multiple Species Habitat Conservation Plan (WRMSHCP/Plan) and is a covered activity under the Plan. The project is not located within any of the WRMSHCP survey areas, criteria cells, core/linkage areas, or public and quasi-public (PQP) lands. The NES/MI will include a WRMSHCP consistency analysis to document project applicability. A Determination of Biologically Equivalent or Superior Preservation (DBESP) report is assumed to not be necessary for the project as no impacts to riparian/riverine resources, as defined under the WRMSHCP, are expected. The report will be prepared in accordance with Caltrans SER guidance and will conform to the most recent Caltrans NES/MI template available at the time that the NES/MI is initiated.

The following tasks will be performed during the preparation of this report:

Review of Project Information and Applicable Literature

A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- Special status species lists from the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS);
- Database searches of current versions of the California Natural Diversity Database (CNDDDB) and the Online Inventory of Rare and Endangered Plants of the California Native Plant Society (CNPS);
- The most recent CDFW Annual Report on the status of California's listed Threatened and Endangered plants and animals;
- Existing documentation of biological resources within the study area; and
- The Western Riverside County Multi Species Habitat Conservation Plan (MSHCP).

Field Evaluation for Biological Resource Constraints

The project area will be evaluated with a thorough field survey covering all portions relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, and general biological resources. The site will be evaluated regarding the presence, absence, or likelihood of occurrence for all special-status species, habitats and general biological resource issues potentially posing a constraint to the project through applicable laws and regulations. The study area is assumed to be the proposed limits of disturbance plus a buffer ranging from 100 feet (aquatic resources) to 300 feet (special-status wildlife species).

This task includes evaluations/determinations for Bats and Colonial Nesting Birds to extent that the existing overpass can be observed. A qualified biologist will look for any diagnostic sign or presence of suitable habitat (e.g., openings, hinges, weep holes, trees) within structures and trees. Results will be mapped and included in the NES/MI.

Technical Report Preparation

A NES/MI will be developed that will describe:

- The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies, and any limitations associated with the study;
- The environmental setting including both the biological and physical setting at the project site;
- The results, including special-status species present on the site, if any, and a discussion of impacts and avoidance measures, as necessary; and
- The appropriate regulatory requirements and necessary permits, if any.

It is assumed that no focused protocol surveys will be required. If focused surveys are identified during the biological field reconnaissance then this will be communicated immediately and a scope and cost for this work will be provided for approval. It is further assumed that no bat outflight or acoustic analysis will be needed; no DBESP or WRMSHCP agency review will be required; and that no aquatic resources are present and no Jurisdictional Delineation or permit applications (Section 401 Water Quality Certification, Section 404 permit, and Section 1602 Streambed Alteration Agreement) are required. None of these items are included in this scope of work or associated cost.

3.4 Jurisdictional Delineation Field Review

It is assumed that no aquatic resources are present and that no jurisdictional delineation or Jurisdictional Delineation Report will be required. It is assumed that a brief field review confirmation will be conducted to confirm no jurisdictional resources are present. No other effort is assumed or implied.

3.5 Historic Property Survey Report

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act. This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 CFR800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans Standard Environmental Reference. Cultural resource studies must be prepared and processed in accordance with the First Amended January, 2014 Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California.

Consultant will conduct a records search at the appropriate Information Center of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded sites within the proposed project area and within a 0.5-mile radius, per Caltrans guidelines. Historic maps and photographs will also be reviewed, if available. Consultant will establish an Area of Potential Effects (APE) map in consultation with the City and Caltrans for obtaining Caltrans approval. The map will provide the survey boundaries for cultural resources to be evaluated during project studies. The APE map will be based on the total anticipated disturbance footprint associated with project activities (e.g., road widening/interchange construction, staging areas and other temporary construction easements, detours, drainage facilities, temporary construction activities, and parcels containing impacted structures, if any).

Consultant will also contact the Native American Heritage Commission and request a review of the Sacred Lands File and will coordinate with Caltrans for consultation with Native American groups and other interested parties under Section 106 and Assembly Bill 52 to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted in accordance with appropriate current state and federal regulations.

Following completion of the record search/review, Consultant will conduct a field survey of the APE for archaeological resources. It is assumed that the City will obtain access for Consultant to conducting any surveys in City jurisdiction/outside Caltrans' jurisdiction. This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required, given how previously disturbed the project area is. It is anticipated that an Archaeological Survey Report (Finding of No Archaeological Resources Present) and a Historic Property Survey Report (HPSR) will be prepared and no additional documentation will be required.

Consultant will provide a qualified architectural historian to conduct a field survey of the proposed project area to record buildings, structures, and historic features through photography and written descriptions. If buildings are substantially altered or are less than 50 years old, a qualified architectural historian can exempt them from further evaluation in accordance with the Section 106 PA. Based on a review of the anticipated APE, it is assumed that up to 6 buildings/structures will not be exempt under the PA and will require evaluation on California historic resource inventory forms (series DPR 523a and DPR 523b). Consultant will send out letters requesting information on historic properties to local governments, historical societies, and historic preservation organizations. The evaluation of properties within the APE will be reported in the Historical Resource Evaluation Report (HRER), which will include a historic context statement. In addition, Consultant will review the Caltrans historic bridge inventory. It is assumed that no resources will be identified that are eligible for listing on the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR).

Following completion and approval of the APE and detailed reports discussed above, a summary HPSR will be generated in accordance with Caltrans/FHWA standards for Section 106 compliance with the NHPA. It is anticipated that the proposed project will result in an HPSR with a finding that no properties eligible for listing on the NRHP or CRHR are present within the project's APE.

3.6 Air Quality Report

The Air Quality Report will provide the following discussions and analyses:

- **Regulatory Setting and Existing Conditions:** Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (ARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.
- **Regional Conformity:** Evaluate whether the project meets regional transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG).
- **Project-Level Conformity:** Evaluate whether the project meets project-level transportation conformity requirements, which will also be used to support the CEQA/NEPA analysis.
- **Localized Carbon Monoxide Hot Spot Analysis:** Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate and that CALINE-4 dispersion modeling will not be required.
- **Localized PM_{2.5}/PM₁₀ Hot Spot Analysis:** The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local PM_{2.5} and PM₁₀ concentrations. Consultant will prepare the required PM Conformity documentation and submit to Caltrans for review and approval. Caltrans will then forward the documentation to the SCAG Transportation Conformity Working Group (TCWG). Consultant will lead the TCWG interagency consultation on behalf of the Project Sponsor. Based on our review of the proposed Project Description, it is assumed that the project will not be considered a Project of Air Quality Concern (POAQC), and that a screening-level PM conformity analysis will be sufficient.
- **Evaluation of Construction-Period Emissions:** A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.
- **Evaluation of Operations-Period Mass Emissions:** Regional criteria pollutant emissions will be quantified using project-level vehicle miles traveled (VMT) and EMFAC2017 emissions factors.
- **Mobile Source Air Toxics:** Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed in NEPA documents. It is assumed that a quantitative analysis can be prepared.
- **Climate Change/Greenhouse Gas Emissions:** A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Operations-period GHG emissions will be quantified using regional daily VMT apportioned into 5-mph speed bins for speeds between 5 mph and 75 mph; and EMFAC2017 emissions factors. Consultant will present a comparison of GHG emissions under the Build Alternatives and the No-build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change also will also incorporate the most recent guidance found on the Caltrans Standard Environmental Reference and Caltrans annotated outline. Construction GHG emissions will be quantified using the Road Construction Emissions Model.
- **Mitigation Measures:** Consultant will develop mitigation measures, where applicable, to address significant air quality impacts, if present.

3.7 Noise Study Report

Consultant will assess the noise impacts associated with project implementation. The noise analysis will be presented in a Noise Study Report (NSR) consistent with the procedures and requirements specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

Consultant will identify noise sensitive land uses and other features using platforms such as Google Earth, prior to field survey. Consultant will consult with the Caltrans District 8 noise specialist assigned to this project if necessary to ensure that all requirements are addressed. Consultant will also prepare a Noise Work Plan if required for Caltrans review and approval prior to initiating the noise work.

A field noise study will be performed to quantify and assess existing noise conditions at the potential noise-sensitive areas. It is estimated that short-term sound-level data, typically 2 consecutive 10- to 15-minute measurements, will be collected at up to 12 representative land uses and noise-sensitive locations throughout the area. In addition, continuous 24-hour noise monitoring will be conducted at up to 4 locations if secure measurement locations can be identified.

Consultant will conduct traffic noise modeling related to the two Build alternatives, as well as the No-Build condition, using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data from the Traffic Operations Analysis Report. The study will utilize 3D CAD topographical maps with no greater than 2-foot resolution that extend at least 500 feet outside of the right of way or limits of disturbance, whichever is greatest, in all directions. TNM will be used to model worst-hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year conditions with and without the proposed project. This scope of work assumes that the only project alternatives to be considered in the NSR will be the two Build alternatives and the No-Build alternative. This scope will utilize as-built plans for determination of the location and heights of all existing sound walls along the project alignment.

Traffic noise impacts of the proposed project under 23CFR772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial increase (12 dB increase relative to the existing) in noise at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement, as defined in the Protocol, will be evaluated and presented for use by decision makers in considering noise abatement. Consultant will also evaluate potential construction noise impacts using methods recommended by the U.S. Department of Transportation and/or direction included in Caltrans Standard Specifications (SS).

Consultant will prepare a NSR addressing the requirements of 23CFR772 in accordance with guidance in the Protocol and following the NSR format indicated in the Caltrans Annotated Noise Study Report Outline. Based on a preliminary review of the alternatives, impacts are possible if the existing sound walls:

- Are to be demolished; or,
- Do not provide adequate abatement for noise sensitive receivers along the project alignment.

Should impacts be identified, the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts. In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the proposed project, but not for final design of the walls. It is assumed that up to 3 soundwalls will be evaluated.

3.8 Noise Abatement Decision Report

Consultant will prepare a Noise Abatement Decision Report (NADR) analyzing the reasonable allowance for any barriers and respective barrier heights which meet the feasibility requirement and design goal discussed in the NSR.

The NADR will summarize reasonableness cost allowances for barriers determined to be feasible in the NSR and compare these allowances to the construction cost estimates for each barrier height to identify any reasonable barrier and barrier heights to be included as abatement as part of the project. Comparisons between the allowances and construction cost estimates will be used to identify the preliminary cost reasonableness of barriers. Any barrier found to be reasonable will be identified and recommended as abatement as part of the project. It is assumed that up to 3 soundwalls will be evaluated in the NADR.

As part of the NADR process, Consultant will work with the City and Caltrans, to prepare noise barrier surveys and conduct the survey process to determine the perspective of benefited receptors with respect to any walls included as abatement as part of the project.

These surveys will take place during public review period for the ED and will be included as part of the final decision in the FED. It is assumed that surveys will be provided to up to 50 benefitted receptors.

3.9 Initial Site Assessment

An Initial Site Assessment (ISA) will be conducted to identify recognized environmental conditions (RECs). The Hazardous Waste ISA will be prepared in general accordance with Chapter 10 of the Caltrans Standard Environmental Reference (SER) Online Handbook and the procedures described in Caltrans' Project Development Procedures Manual (PDPM), Chapter 18-Environmental Contamination, Article 3-Policies, dated February 28, 2006 for Initial Site Assessments. In addition, the ISA report will be prepared in general accordance with Caltrans internal guidance document on ISAs, which is intended to be consistent with American Society of Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process (ASTM 1527-13).

Appropriate records will be reviewed to help identify RECs within the study area. An electronic database review/retrieval of government environmental records will be conducted. The review will include available hazardous waste site information from the following sources:

- United States Environmental Protection Agency
- California Environmental Protection Agency (Cal EPA)
- California Department of Toxic Substances (DTSC)
- Regional Water Quality Control Board (RWQCB)
- California Integrated Waste Management Board/Department of Recycling and Recovery (CalRecycle)
- California Air Resources Control Board (CARB)
- Riverside Department of Environmental Health
- Riverside Fire Department

In addition to hazardous waste site lists, Consultant will review existing physical setting source and historical use information including:

- Current and historical topographic maps (USGS)
- Historical aerial photographs
- Sanborn Fire Insurance Maps
- City Directories

- Oil and Gas Maps

The primary purpose of the site visit will be to visually assess the properties for potential environmental issues. Consultant3 will visually observe properties within the study area and any structures located on the properties to obtain information indicating the likelihood of identifying RECs. No onsite interviews will be conducted. The site reconnaissance will be limited to a windshield tour of the project area. It is not the intent of the ISA to confirm the actual presence of hazardous waste in soil or groundwater.

Consultant will prepare a report summarizing site information collected in support of the ISA. The ISA will be organized to document any RECs associated with past uses of, and remedial activities for, hazardous substances and petroleum products within the study area. A draft report will be submitted for client review.

The Hazardous waste ISA will include up to 50 parcels identified within the footprint of the two proposed build alternatives, as presented in the PSR-PDS. One draft, one response to comments, and one final document will be prepared.

3.10 Hazardous Materials Phase II—NOT INCLUDED IN BASE FEE

No Hazardous Materials Phase II work is included.

3.11 Summary Water Quality Scoping Questionnaire

Per the Caltrans template and guidance for the Scoping Questionnaire for Water Quality Issues (SWQWI), which is assumed to be sufficient for this project, a SWQWI will be prepared. If a full Water Quality Assessment is required for the project, then a separate scope and fee for this effort would be provided to the City.

The SWQWI will consist of:

- Identifying existing conditions to include surface water and groundwater resources within the project area and their water quality health, and describing water quality impairments and beneficial uses
- Identifying potential water quality impacts/benefits associated with the proposed project and discussing impacts and benefits but will not assess significance, per Caltrans guidance
- Identifying temporary (construction) impacts

Using the Caltrans SWQWI annotated outline, Consultant will document the existing site conditions and potential impacts/benefits of the project under construction and operations.

3.12 Minor Visual Impact Assessment

The Consultant will prepare a minor VIA in accordance with the Caltrans 'Minor Level VIA' template which identifies the following information:

- Purpose of the Study
- Project Description
- Location and Setting
- Visual Resource Change, such as vividness or intactness
- Viewers/Viewer Response, following 5 levels of characterization
- Visual Impact: summary/corridor map comparing visual change with build and no build alternatives. CEQA required issue areas will also be addressed
- Avoidance and Minimization Measures, if appropriate
- Concluding remarks

No simulations are included, and no structure (bridges, walls, pump station) aesthetics are included. One landscape conceptual plan and estimate is included. 3.13 Relocation Impact Report

The analysis of the relocation process will be completed in accordance with the Uniform Act, as amended and the Caltrans Right of Way Manual. The Relocation Impact Report will include:

- An estimate of the number, type and size of the displacements and the approximate number of tenants, owners or employees that may be affected.
- An estimate of the availability of replacement sites. If there is not an adequate supply of replacement sites available, the impacts to the business or residence will be considered and addressed.
- Recommendations regarding the need for special relocation advisory services, as necessary.

The following will be addressed in the Relocation Impact Report:

- Identification of the project, including a description and map of the general location.
- Identification of the displacement area as impacted by the alignment and the potential replacement areas. Upon making an evaluation of the businesses or residences being displaced, the Consultant will review the immediate area for replacement sites. If no adequate sites are available, a larger perimeter will be reviewed and discussed. The number of potential sites will be documented in each of these areas.
- Number and type of occupants that may be displaced by the alignment.
- Existing and potential property values and rental rates will be discussed in relationship to the displaced business or residence.
- Availability of replacement properties by type and a statement of their affordability.
- Information on the availability of potential replacement properties will be included in our report. If there are limited replacement sites available, our report will outline a plan on how the relocation activities will be performed for mitigation purposes, such as phasing displacements or offering Last Resort Housing Data, which will be included for typical vacancy rates for the areas being considered for replacement.
- List of all sources of information, including interviews with potential displaces, for final documents only.
- The primary data source will be information gathered from the displacee or from our database of relocating similar properties. Secondary information will be gathered from governmental agencies, commercial brokers, census tract data, real estate statistics and the Internet. Contact with the property owner will be minimal and as directed and/or led by the City of Riverside.
- Statement of how relocation will occur in a manner that minimizes the hardships on the displacees.
- The report will document relocation activities in accordance with the Uniform Act, as amended, and without discrimination. A statement will be included outlining the resources required to complete the relocation process in accordance with the above policies and procedures.
- Project map showing the alignment and the impact of the parcel requiring displacement of the residences or businesses.

3.14 Community Impact Assessment

A Community Impact Assessment (CIA) will be prepared to evaluate potential community impacts for each project alternative with recommendations to address impacts that are identified, as appropriate. The CIA will be consistent with the technical study guidance provided by the Caltrans Standard Environmental Reference (SER) and Caltrans Environmental Handbook Volume 4: Community Impact Assessment. The

CIA report will follow the structure and content guidelines provided by Caltrans in the Community Impact Assessment Template that is available on the Caltrans SER at the time that the analysis is initiated.

The CIA will identify the community impacts on neighborhoods, businesses, and minority and low-income populations, as well as the project's compatibility with the existing and future land uses and consistency with local land use plans and regional transportation plans. The CIA will consider residential and business acquisitions and relocations; changes in access/circulation, community cohesion characteristics, demographic characteristics and growth; and demand for new or expanded community facilities.

The project alternatives will be reviewed for consistency with local and regional plans, as well as impacts to: community cohesion, access/circulation, residential and business displacement, land use, farm land conversion, growth inducement, property values, tax revenues, and potential Environmental Justice impacts. It is assumed that no farm land evaluation will be required. The economic impact of the project would also be evaluated for the local and regional economy in terms of potential effects on business activity and revenues.

Under the NEPA document guidelines, all projects are required to prepare an Environmental Justice (EJ) impact analysis. This EJ analysis that is included in the CIA will determine if any of the proposed project related impacts would result in disproportionate adverse impacts to low-income and/or minority populations. If substantial EJ impacts are identified then measures will be recommended to benefit low-income and minority populations.

3.15 Paleontological Identification Report/Paleontological Evaluation Report

A record search from the Western Science Center and the Natural History Museum of Los Angeles County will be obtained to determine if previous fossil localities are known within or near the project site. Consultant will review available online databases, literature, and geologic maps to determine the paleontological and geological context of the Project area and will map the Project area onto high resolution geologic maps.

Consultant will conduct a paleontological survey that will consist of confirming the geologic units as mapped, recordation of any new fossil localities, and re-evaluation of previously recorded fossil localities, if any. The results of the paleontological assessment and the survey will be used to evaluate the significance of paleontological resources and to perform a paleontology sensitivity analysis using Caltrans' tripartite system. Available construction plans and geotechnical reports will be reviewed to identify the locations and activities where excavations will potentially impact sensitive geologic units.

The results of the geologic mapping, record search, and background research will be compiled in a combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER). If it is determined that there are potential impacts to significant paleontological resources, then a PMP will be recommended to determine all paleontological tasks required to reduce potential impacts to paleontological resources to a less than significant level pursuant to CEQA and NEPA.

A PMP is not assumed to be prepared during the PAVED phase of the project and is not included in this scope of work.

Task 4: Environmental Document

4.1 Draft Environmental Document

As previously described it is assumed that the appropriate combined CEQA/NEPA document for the proposed project would be an Initial Study/Environmental Assessment/Mitigated Negative Declaration/Finding of No Significant Impact (IS/EA/MND/FONSI). If a different level environmental document is identified as being appropriate based on the technical analyses performed, then a separate scope and cost for performing this work will be submitted to the City.

It is assumed that the EA will not be a Complex EA. The IS/EA format to be used will follow the IS/EA annotated outline included on Caltrans SER at the time that the IS/EA document is initiated.

The assumed submittals and deliverables for the Draft IS/EA are presented under the Deliverables section below. Each submittal will include a response to comments document along with the External Quality Control (QC) Certification and Environmental Document (ED) Review Checklist.

Prior to public availability, Consultant will prepare a public distribution list in consultation with and for approval by the City and Caltrans as an appendix in the IS/EA. It is assumed that the notice will be distributed to property owners and residences within 500 feet of the proposed project. In addition, Consultant will prepare a combined Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Notice of Public Hearing (Notice). It is assumed that the notice will be developed in English and Spanish. The NOA/NPH is expected to be published in a local newspaper of public circulation (both English and Spanish), and filed with the Riverside County Clerk, by the City as part of the project's public outreach efforts.

The Draft IS/EA will require a public availability period. It is assumed that the technical studies will not be included in the availability but copies will be available if requested by anyone during the public availability period. Hardcopies of the document and Notice will be provided to the availability locations (Caltrans, City, libraries), a CD containing the Draft IS/EA and a hard copy of the Notice will be provided to other agencies and officials included on the distribution list and anyone else who specifically requests a copy of the document, and a copy of the Notice will be provided to property owners and residences within a 500-foot radius of the proposed project.

Deliverables

- Draft IS/EA (1) for City review first and then Caltrans Generalist Review (electronically to City and Caltrans)
- Draft IS/EA (2) for City and Caltrans Generalist Review (electronically to City and Caltrans)
- Draft IS/EA (3) for City review, Caltrans Generalist concurrence, and Caltrans NEPA QC review (electronically to City and Caltrans)
- Final Draft IS/EA for City review, and Caltrans NEPA QC concurrence and approval (electronically to City and Caltrans)
- 25 hard copies and one electronic (pdf) final Draft IS/EA for availability (this includes the 15 copies for submittal to the State Clearinghouse)
- Draft and Final NOA/NOPH and NOC
- Draft EA CDs (250 copies)
- Draft IS/EA Distribution (assumes distribution of up to 250 CDs with notices)

4.2 Public Hearing

It is assumed that a public meeting (open house format) will be held for the proposed project. In accordance with the RFP, it is assumed that the City will handle all public outreach, including:

- Coordinating and conducting the public meeting
- Preparing the necessary handouts, materials, and exhibits for the meeting/hearing
- Mailing lists
- Publication of consultant-prepared NOA/NPH in English and Spanish newspapers
- Meeting materials
- Reservations for meeting location
- Documentation of attendance

- Recording of comments
- Record of Public Hearing
- Accommodations for special needs

Consultant will provide up to 3 technical and 3 environmental staff members to assist with meeting preparation and attend the meeting to assist the City.

Deliverables

- NOA/NPH for City's use with newspaper publishing
- Assistance with preparation for public hearing
- Attendance at public hearing

4.3 Prepare Responses to Comments

At the close of the public availability period for the Draft IS/EA, Consultant will review and respond to a maximum of 50 unique comments received. Responses to additional comments may require an amended scope and fee. In addition, Consultant will attend a meeting with City and Caltrans staff to review any written comments on the Draft Environmental Document that were received and to discuss potential responses to these comments, if the comments received warrant such a meeting. Otherwise, the comments will be responded to and incorporated directly into the Final IS/EA. It is assumed that no comments regarding legal review or requiring new analyses or from lawyers will be received.

Deliverables

- Responses to comments, for inclusion in Final IS/EA

4.4 Air Quality Conformity Report & Checklist

Air Quality Conformity Analysis Report and Checklist. Under NEPA assignment, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. Following circulation of the environmental document, Consultant will prepare a separate Air Quality Conformity Analysis using the annotated outline for this report on the SER at the time that the report is initiated and will also prepare the Conformity Checklist based on the checklist that is available on the SER at the time that the Air Quality Conformity Analysis Report is prepared.

Deliverables

- Draft Air Quality Conformity Report and Checklist (electronically to City and then Caltrans)
- Final Air Quality Conformity Report and Checklist for approval (electronically to City and Caltrans and submitted by Caltrans to FHWA)
- Final approved Air Quality Conformity Report and Checklist for file (2 hardcopies each to City and Caltrans)

4.5 Final Environmental Document

Following preparation of the comment responses, Consultant will revise the IS/EA to respond to the comments, to document the circulation period and coordination, and if any changes to the project have occurred. Consultant will provide appropriate documentation, within the Final IS/EA, to identify and document the identification of the preferred alternative in compliance with the direction provided on the SER, NEPA, and CEQA. Also, included will be a Draft Finding of No Significant Impact (FONSI), if requested by Caltrans. The following submittals and deliverables for the Final IS/EA/MND area assumed. Each submittal will include a response to comments document along with the External Quality Control (QC) Certification and Environmental Document (ED) Review Checklist.

- Draft Final IS/EA (1) to City first and then to Caltrans for review (electronically to City and Caltrans)
- Draft Final IS/EA (2) to City and Caltrans for review (including Caltrans NEPA Quality Control review) (electronically to City and Caltrans)
- Final IS/EA to City and Caltrans for review/concurrence (electronically to City and Caltrans)
- Final signed IS/EA/MND/FONSI for City and Caltrans files (4 copies hardcopies and electronic copy each)

Notice of Determination and Federal Register Notice

Consultant will prepare the Notice of Determination (NOD) in compliance with CEQA, and will file the NOD with the Office of Planning and Research (OPR). The NOD would also be posted with the Riverside County Clerk. This notice starts a statute of limitation period under CEQA. Using the standard NOD format, the NOD will include an identification of the project and its location, description of the project, date of agency approval, determination that the project will not have a significant effect on the environment, statement that a mitigated negative declaration has been prepared pursuant to the provisions of CEQA, and an address of where a copy of the MND may be examined. Along with the NOD, Consultant will submit a California Department of Fish and Game (CDFG) filing fee with maximum limit identified in the associated level of effort.

Consultant will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of limitations. This notice will be prepared in compliance with the SER and it is assumed that a Draft and Final version of the notice will be prepared and that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

Deliverables

- Draft and Final NOD (submitted electronically for review) and hardcopy to the State Clearinghouse
- Draft and Final Federal Register Notice (all transmittals assumed to be done electronically)

Task 5: Project Report Preparation

5.1 Administrative Draft Project Report

An Administrative Draft PR will be prepared in accordance with the Caltrans PDPM. The Administrative Draft PR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. A list of attachments will be included in the text of the Administrative Draft PR. The Administrative Draft PR will be submitted for City and Caltrans review and comment.

Deliverables

- Administrative Draft Project Report

5.2 Draft Project Report

Upon receipt of City and Caltrans review comments on the Administrative Draft PR and after adequate time to develop response actions, a meeting will be held with the agencies and Consultants to discuss the comments and the appropriate action to be taken. This is intended to provide clear direction and consensus toward the development of an approvable Draft PR.

The submittal of the Draft PR to Caltrans and City following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the draft PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables

- Draft Project Report

5.3 Administrative Draft Final Project Report

After circulation of the Draft ED and concurrent with the preparation of the Final ED, Consultant will prepare a Final PR which includes the recommendation of the Preferred Alternative. The report will review the development of the Preferred Alternative, including public and agency comments obtained during the public meeting and environmental review period. The Administrative Draft Final PR will be submitted to the City and Caltrans for review.

Deliverables

- Administrative Final Project Report

5.4 Final Project Report

Upon receipt of City and Caltrans review comments of the Administrative Draft Final PR and after adequate time to develop response actions, a meeting will be held with the agencies and Consultants to discuss the comments and the appropriate action to take.

The submittal of the Final PR to Caltrans and City following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables

- Final Project Report

5.5 Design Standard Decision Document & Geometric Approval DrawingsDesign Standard Decision Document

Following selection of the preferred alternative for the project, the draft Design Standard Decision Document will be prepared to document any non-standard features associated with the preferred alternative, consistent with the Design Standard Risk Assessment coordinated with Caltrans for inclusion in the Draft and Final Project Reports.

The Draft DSDD will be submitted to Caltrans and the City for review and comment. For estimating purposes, two submissions of the Draft DSDD are included and one submittal of the Consultant-signed Final DSDD for Caltrans' approval is included.

A summary of any nonstandard local agency items will be prepared in memo format for the City. For estimating purposes, two submissions of this draft memo and one submittal of the Consultant-signed final memo is included.

Geometric Approval Drawings

Geometric Approval Drawings (GADs) will be prepared for the preferred alternative as large strip plots for Caltrans' review and approval in accordance with PDPM and Caltrans District 8 requirements. The geometrics utilized for the GADs is generally expected to be the same geometry as presented in the geometric drawings included in the Final Project Report, with only minor additional refinements made for geometric approval.

The design exceptions identified in the Design Standard Decision Document (DSDD) will be identified on the Geometric Approval Drawings using the same nomenclature for reference purposes. One submittal of the DSDD is included.

One submission of the Draft GADs and one submittal of the Consultant-signed Final GADs for Caltrans' approval is included.

Deliverables

- Draft and Final Design Standard Decision Documents
- Summary of any nonstandard local agency items
- Geometric Approval Drawings

EXHIBIT "B"

Compensation

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is \$ 709,463, and is the sum of the following components:

1.1.2.1 <u>Direct Salary Costs</u>	<u>\$ 271,926</u>
1.1.2.2 <u>Payroll Additives</u>	<u>0</u>

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 <u>Overhead Costs</u>	<u>\$ 437,537</u>
-------------------------------	-------------------

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

\$ 709,463

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ 70,946.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
Mileage	IRS Rate
Shipping & Delivery	\$ Actual Cost
Outside Reprographics	\$ Actual Cost
Travel Meals	\$ Actual Cost
ADL Lab Test	\$ 4,000.00
Permit Fee (Assumed)	\$ 1,000.00
Surveys & Reports	\$ 1,500.00
CDFW Filing Fee and County Filing Fee	\$ 650.00
Field Vehicle	\$ 100.00/Day
H&S Supplies	\$ 25.00/Day
GPS Rental	\$ 300.00/Day
PID Rental	\$ 100.00/Day
Airfare	\$ 330.00/Roundtrip
Lodging (Workshop only)	\$ 104.50/Day
Per Diem (Prestudy, Workshop, Impl Mtg)	\$ 50.00/Day
Aerial Flight	\$ 2,600.00/LS
Caltrans Encroachment Permit	\$ 1,000.00/LS
Printing	\$ 500.00/LS

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

Refer to Hourly Rate Sheets on pages 58 – 60.

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to City's Executive Director with two (2) copies to City's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.
- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

- 4.1 City shall pay the Contractor within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

Date: 2/28/2019
Prime Consultant: T.Y. Lin International
Project Title: State Route 91/Adams Street Project Approval/Environmental Document (PA/ED)
Client Reference: RFP No. 1871

<u>PRIME CONSULTANT</u>		T.Y. Lin International	
<u>Position or Classification</u>	<u>Range of Hourly Rates</u>		
Principal	\$ 125.00	to	\$ 150.00
PM	\$ 75.00	to	\$ 145.00
Sr. Transportation Engineer	\$ 70.00	to	\$ 85.00
Transportation Engineer	\$ 40.00	to	\$ 70.00
Sr. Bridge Engineer	\$ 55.00	to	\$ 75.00
Bridge Engineer	\$ 40.00	to	\$ 55.00
Engineer I	\$ 30.00	to	\$ 40.00
Sr. Bridge Architect	\$ 68.00	to	\$ 80.00
Environmental	\$ 65.00	to	\$ 80.00
CADD Technician	\$ 43.00	to	\$ 50.00
Accounting	\$ 35.00	to	\$ 45.00
Administrative	\$ 21.00	to	\$ 30.00

SUBCONSULTANTS

Civil Works

<u>Position or Classification</u>	<u>Range of Hourly Rates</u>		
Principal Engineer	\$ 72.12	to	\$ 80.00
Senior Engineer II	\$ 59.00	to	\$ 65.00
Senior Engineer I	\$ 48.00	to	\$ 59.00
Engineer II	\$ 40.00	to	\$ 48.00
Engineer I	\$ 36.00	to	\$ 40.00
Junior Engineer	\$ 30.00	to	\$ 35.00
Administrative	\$ 25.00	to	\$ 30.00

Property Specialists, Inc. (dba CPSI)

<u>Position or Classification</u>	<u>Range of Hourly Rates</u>		
Broker	\$ 72.11	to	\$ 96.15
Project Manager	\$ 52.88	to	\$ 72.11
Senior Acquisition Agent	\$ 40.86	to	\$ 50.48
Right of Way Coordinator	\$ 24.38	to	\$ 36.05

David Evans & Associates

<u>Position or Classification</u>	<u>Range of Hourly Rates</u>		
Principal Landscape Architect	\$ 67.00	to	\$ 80.00
Senior Landscape Architect	\$ 53.00	to	\$ 65.00
Landscape Architect	\$ 42.00	to	\$ 52.00
Certified Irrigation Designer	\$ 39.00	to	\$ 48.00
Senior Landscape Designer	\$ 36.00	to	\$ 45.00
Landscape Designer	\$ 26.00	to	\$ 35.00
Graphics/Visual Simulations	\$ 48.00	to	\$ 58.00
Landscape CADD	\$ 22.00	to	\$ 27.00
Project Administration	\$ 28.00	to	\$ 36.00

Earth Mechanics, Inc.

Position or Classification	Range of Hourly Rates		
Principal	\$ 86.50	to	\$ 86.50
Project Manager	\$ 47.00	to	\$ 47.00
Project Geologist	\$ 44.50	to	\$ 44.50

ICF

Position or Classification	Range of Hourly Rates		
Sr. Project Director	\$ 85.71	to	\$ 134.81
Project Director	\$ 63.90	to	\$ 108.00
Technical Director	\$ 61.95	to	\$ 85.78
Senior Technical Analyst	\$ 52.89	to	\$ 79.00
Managing Consultant	\$ 46.12	to	\$ 70.51
Senior Consultant III	\$ 43.44	to	\$ 67.00
Senior Consultant II	\$ 36.02	to	\$ 78.00
Senior Consultant I	\$ 31.00	to	\$ 51.00
Associate Consultant III	\$ 26.53	to	\$ 54.00
Associate Consultant II	\$ 24.69	to	\$ 52.00
Associate Consultant I	\$ 25.48	to	\$ 51.02
Assistant Consultant	\$ 24.57	to	\$ 45.00
Administrative Technician	\$ 25.00	to	\$ 40.13

Iteris

Position or Classification	Range of Hourly Rates		
Vice President	\$ 90.00	to	\$ 110.00
Associate Vice President/Principal	\$ 70.00	to	\$ 90.00
Senior Engineer/Planner/Manager	\$ 60.00	to	\$ 70.00
Senior Engineer/Planner/Manager	\$ 50.00	to	\$ 60.00
Engineer/Planner	\$ 40.00	to	\$ 50.00
Associate Engineer/Planner	\$ 35.00	to	\$ 40.00
Assistant Engineer/Planner	\$ 25.00	to	\$ 35.00
Analyst	\$ 20.00	to	\$ 25.00
Support Staff	\$ 15.00	to	\$ 20.00

Laurel Civil & Environmental Consultants

Position or Classification	Range of Hourly Rates		
Hazardous Waste Lead	\$ 66.35	to	\$ 89.42
Senior Technical Consultant/QAQC	\$ 92.31	to	\$ 104.40
Senior Professional	\$ 57.69	to	\$ 72.12
Project Professional	\$ 51.92	to	\$ 63.46
Staff Professional	\$ 43.27	to	\$ 54.81
Senior Field Technician	\$ 49.04	to	\$ 57.69
Field Technician	\$ 34.62	to	\$ 49.04
GIS/CADD	\$ 43.27	to	\$ 72.12
Graphics Support	\$ 28.85	to	\$ 51.92
Administration Support	\$ 25.96	to	\$ 43.27

OPTITRANS

Position or Classification	Range of Hourly Rates		
Principal	\$ 80.00	to	\$ 100.00

Procura360

Position or Classification	Range of Hourly Rates		
Coordinator	\$ 97.40	to	\$ 100.40
Team Leader	\$ 97.40	to	\$ 100.40

Psomas

Position or Classification	Range of Hourly Rates			
Survey Manager	\$	75.00	to	\$ 75.00
Sr. Project Surveyor	\$	55.24	to	\$ 60.77
Project Surveyor	\$	38.00	to	\$ 45.00
Surveyor	\$	32.00	to	\$ 38.00
Survey CADD	\$	30.00	to	\$ 36.00
Project Administration	\$	27.00	to	\$ 30.00
PLS Party Chief*	\$	52.91	to	\$ 52.91
Certified Party Chief*	\$	52.21	to	\$ 52.21
Chainman*	\$	47.08	to	\$ 47.08
Aerial Manager	\$	81.00	to	\$ 86.00
Photogrammetrist	\$	50.00	to	\$ 55.00
Photo Compiler	\$	32.00	to	\$ 36.00
Aerial Compiler	\$	26.00	to	\$ 36.00

* Prevailing Wage position

WRECO

Position or Classification	Range of Hourly Rates			
Principal Engineer	\$	245.00	to	\$ 300.00
Supervising Engineer II	\$	205.00	to	\$ 245.00
Senior Engineer	\$	165.00	to	\$ 195.00
Associate Engineer	\$	120.00	to	\$ 130.00
Staff Engineer	\$	90.00	to	\$ 105.00
Senior Technician	\$	80.00	to	\$ 105.00
Clerical/Tech Editor	\$	65.00	to	\$ 80.00

Date: 7/16/2019
 Prime Consultant: T.Y. Lin International
 Project Title: State Route 91/Adams Street Project Approval/Environmental Document (PA/ED)
 Client Reference: RFP No. 1871

FEE PROPOSAL SUMMARY

Name/Classification	2019		2020		2021		2022		TOTAL PROJECT	
	Hours	Raw Labor	Hours	Raw Labor	Hours	Raw Labor	Hours	Raw Labor	Hours	Raw Labor
Fernon, Clark/Principal-in-Charge	2	\$252	0	\$0	0	\$0	0	\$0	2	\$252
Chapman, Karen/Project Manager	189	\$20,089	138	\$15,265	203	\$23,338	52	\$6,217	582	\$64,898
Glen, Alan/Team Advisor	8	\$1,020	0	\$0	4	\$552	0	\$0	12	\$1,672
Gonzalez, Rodrigo/Team Advisor	76	\$7,098	0	\$0	0	\$0	0	\$0	76	\$7,098
Olo, Steve/QA/QC	54	\$4,076	22	\$1,727	24	\$1,960	0	\$0	100	\$7,763
Lemke, Alicia/QA/QC-Environmental	14	\$936	54	\$3,757	22	\$1,592	0	\$0	90	\$6,285
Johnson, Eric/Engineering Lead	349	\$26,041	172	\$12,835	198	\$15,366	32	\$2,583	751	\$55,824
Diaz, Christina/PR/Roadway/Estimates/DSDD	234	\$11,058	92	\$4,522	172	\$8,792	16	\$851	514	\$25,223
Boctor, Patrick/SWDR/Signing/Striping/Staging/TH	112	\$6,329	0	\$0	0	\$0	0	\$0	112	\$6,329
Pan, Albert/Utilities	18	\$1,292	0	\$0	0	\$0	0	\$0	18	\$1,292
Kaya, Stephanie/Utilities	88	\$3,656	0	\$0	0	\$0	0	\$0	88	\$3,656
Shamble, Noel/Structure Aesthetics	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Dulor, Stephane/Structures Manager	16	\$1,612	8	\$838	0	\$0	0	\$0	24	\$2,450
Sr. Bridge Engineer	86	\$5,146	33	\$2,054	0	\$0	0	\$0	119	\$7,200
Baek, Seunghoon/Bridge Engineer	196	\$8,651	99	\$4,545	0	\$0	0	\$0	295	\$13,196
Engineer I	904	\$29,344	256	\$8,842	296	\$10,392	120	\$4,382	1576	\$52,760
CADD Technician	258	\$11,174	110	\$4,955	0	\$0	0	\$0	368	\$16,129
Accounting	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Administrative	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
TOTALS	2804	\$136,775	984	\$59,128	919	\$61,990	220	\$14,032	4727	\$271,926

RAW LABOR:	\$271,926
OVERHEAD:	\$437,537
RAW LABOR + OVERHEAD:	\$709,463
10% FIXED FEE:	\$70,946
SUBTOTAL:	\$780,409
SUBCONSULTANT/VENDOR SERVICES:	\$1,408,295
Civil Works (DBE)	\$31,866
CPSI	\$41,885
David Evans & Associates	\$75,041
Earth Mechanics, Inc. (DBE)	\$36,286
ICF	\$694,843
Heris	\$153,310
Laurel Civil & Environmental Consultants (DBE)	\$22,524
Optitrans (DBE)	\$53,819
Procure360 (DBE)	\$39,649
Psomas	\$165,020
WRECO (DBE)	\$85,054
0.298% FCCM:	\$810
OTHER DIRECT COSTS:	\$11,190
TOTAL BUDGET:	\$2,201,705

DBE %age
12.7%

Date: 7/17/2019
 Prime Consultant: T.Y. Lin International
 Project Title: State Route 91/Adams Street Project Approval/Environmental Document (PAED)
 Client Reference: RFP No. 1871

Task/Subtask	Description	Estimated Labor Hours - 2019															Hours	Raw Labor Amount						
		Terion Clark	Thapanan Karen	Stan Alan	Rodrigo Trann Advisor	Conzel, Rodrig	Dao, Steve	Dao, Steve	Thapanan Karen	Thapanan Karen	Terion Clark	Terion Clark	Terion Clark	Terion Clark	Terion Clark	Terion Clark			Terion Clark					
		2	189	8	76	52	14	14	14	14	348	234	112	18	18	68	0	0	904	258	0	0	2804	\$136,775
		\$728.11	\$195.29	\$177.50	\$63.40	\$75.49	\$68.89	\$71.75	\$47.26	\$38.51	\$71.77	\$1,177.12	\$1,281.86	\$5,328.12	\$1,281.86	\$41.54	\$0.00	\$0.00	\$32,451.44	\$43,311.48	\$0.00	\$0.00	\$27,986.00	\$1,366,775
		\$252.22	\$70,888.81	\$1,020.00	\$7,086.40	\$4,076.46	\$936.46	\$25,040.75	\$1,058.84	\$5,328.12	\$1,281.86	\$5,328.12	\$1,281.86	\$5,328.12	\$1,281.86	\$3,655.52	\$0.00	\$0.00	\$8,351.44	\$11,173.88	\$0.00	\$0.00	\$50.00	\$136,775

SUBCONSULTANT/VENDOR SERVICES	Amount	%	DBE?
Carl Works	\$14,752	1.4%	Y
CPSI	\$27,192	2.7%	Y
David Evans & Associates	\$48,876	4.8%	Y
ECM Mechanical, Inc.	\$127,728	12.9%	N
Enviro	\$196,314	19.2%	N
Laurel City & Environmental Consultants	\$25,524	2.5%	Y
Optitans	\$14,622	1.4%	Y
Procura360	\$59,849	5.9%	Y
Promas	\$65,000	6.5%	N
WRECO	\$40,993	4.0%	Y
	\$57,484	5.7%	Y
Subtotal - SUBCONSULTANT SERVICES	\$195,960	19.3%	

OTHER DIRECT COSTS	Quant	Unit	Price	Amount
Photocopiers	1	LS	\$1,500.00	\$1,500
Mileage	1470	Miles	\$0.58	\$852.60
Shipping & Delivery	6	Each	\$50.00	\$300
				\$50
				\$0
				\$0
				\$0
OTHER DIRECT COSTS				\$2,653

Audited Overhead Rate: 160.895%

RAW LABOR - OVERHEAD: \$220,851

SUBCONSULTANT/VENDOR SERVICES: \$637,484

FOCMA: 6.286%

OTHER DIRECT COSTS: \$2,653

TOTAL BUDGET: \$1,033,851

Date: 7/16/2019
 Prime Consultant: T.Y. Lin International
 Project Title: State Route 91/Adams Street Project Approval/Environmental Document (PAED)
 Client Reference: RFP No. 1871

Task/Subtask	Description	Ferron Clark Principal-Charge	Chapman, Karen Project Manager	Steen, Alan Team Advisor	Gonzalez, Rodrigo Team Advisor	Colo, Steve QA/QC	Lemko, Alisa QA/QC- Environmental	Johnson Eric Engineering Lead	Diaz, Christina Estimator/DSD	Doctor, Patrick SWR/Sigging/TH	Par, Albert Utilities	Keyes, Stephanie Utilities	Shankle, Noel Structure Aesthetics	Chutor, Stephanie Structures Manager	Sr. Bridge Engineer	Maek, Seungheon Bridge Engineer	Engineer I	CADD Technician	Hours	Raw Labor Amount																			
1.0 Project Management																																							
1.1	Coordination & Administration		72					96											168	\$15,123																			
1.2	Schedules		24																24	\$2,663																			
1.3	Progress Reports		24																120	\$5,894																			
1.4	Project Work Plan		120					96											312	\$33,989																			
TASK SUBTOTAL																				0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
2.0 Engineering Development																																							
2.1	Data Collection/Permit Applications																																						
2.2	Area Topographic Mapping																																						
2.3	Geometric Development																																						
2.4	Value Analysis																																						
2.5	Construction Staging/Traffic Handling Plans/Signage																																						
2.6	Structure/Signage/TH Studies Alt. 3: Adams Street OC																																						
2.7	Alt. 3: Eastbound on-ramp OC																																						
2.8	Alt. 3: Eastbound off-ramp OC																																						
2.9	Alt. 3: Nonstandard retaining walls																																						
2.10	Alt. 3: Pump station modification																																						
2.11	Alt. 7: Adams Street OC																																						
2.12	Alt. 7: Nonstandard retaining walls																																						
2.13	Alt. 7: Nonstandard retaining walls																																						
2.14	Preliminary Geotechnical/Materials/Foundations Reports																																						
2.8	Utilities																																						
2.9	Right-of-Way Data Sheets																																						
2.10	Drainage Report																																						
2.11	Storm Water Drain Report																																						
2.12	CFD Code Analysis																																						
2.13	CFD Code Analysis																																						
2.14	Pump Station Evaluations																																						
TASK SUBTOTAL																				0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
3.0 Environmental Studies																																							
3.1	Basis Maps for Environmental Studies																																						
3.2	Traffic Study																																						
3.3	Visual Impact Study/Visual Impacts																																						
3.4	Architectural/Drainage Field Review																																						
3.5	Historic Property Survey Report																																						
3.6	AV Quality Report																																						
3.7	Noise Study Report																																						
3.8	Noise Assessment Decision Report (Engineering)																																						
3.9	Final Site Assessment Report (NOT INCLUDED IN BASE FEE)																																						
3.10	Summary Water Quality Sampling Questionnaire																																						
3.11	Minor Visual Impact Assessment																																						
3.12	Relocation Impact Statement																																						
3.13	Community Impact Assessment																																						
3.14	Phlebotomical Identification Report/Phlebotomical Evaluation Report																																						
3.15	Phlebotomical Identification Report/Phlebotomical Evaluation Report																																						
TASK SUBTOTAL																				0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
4.0 Environmental Documents																																							
4.1	Draft Environmental Document																																						
4.2	Public Hearing																																						
4.3	Prepare Responses to Comments																																						
4.4	Air Quality Conformity Report & Checklist																																						
4.5	Final Environmental Document																																						
TASK SUBTOTAL																				0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
5.0 Project Report Preparation																																							
5.1	Administrative Draft Project Report																																						
5.2	Draft Project Report																																						
5.3	Administrative Draft Final Project Report																																						
5.4	Final Project Report																																						
5.5	Design Standard Decision Document & Geometric Approval Drawings																																						
TASK SUBTOTAL																				0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
																			270	\$13,567																			

Date: 7/16/2019
 Prime Consultant: T.Y. Lin International
 Project Title: State Route 97/Adams Street Project Approval/Environmental Document (PA/ED)
 Client Reference: RFP No. 1871

Task/Subtask	Description	Estimated Labor Hours--2020											Raw Labor Amount							
		Feron, Clark Principal-in-Charge	Chapman, Karen Project Manager	Chen, Alan Team Advisor	Gonzalez, Rodrigo Team Advisor	Chao, Steve QA/QC	Lemke, Alicia QA/QC	Environmental	Johnson, Eric Engineering Lead	Diaz, Christina P/I/Rowway Installation/DSD	Boctor, Patrick SWV/Design/TH	Paan, Albert Utilities		Keys, Stephanie Utilities	Shamblin, Noelle Structure Aesthetics	Dujon, Stephanie Structures Manager	St. Bridge Engineer	Beak, Gunphoon Bridge Engineer	Engineer 1	CADD Technician
	Total Hours:	0	130	0	0	0	0	172	69	0	0	0	0	0	33	0	0	110	0	884
	Raw Labor Subtotal:	\$131.42	\$110.24	\$132.80	\$87.41	\$18.51	\$68.57	\$74.62	\$49.15	\$58.77	\$174.64	\$43.20	\$71.84	\$104.75	\$62.23	\$45.04	\$33.76	\$45.04	\$38.77	\$22.84
	Raw Labor Subtotal:	\$0.00	\$16,284.74	\$0.00	\$0.00	\$1,727.21	\$3,756.54	\$12,634.64	\$4,571.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,053.71	\$4,544.65	\$8,842.15	\$4,584.06	\$0.00	\$0.00
	SUBCONSULTANT/VENDOR SERVICES																			
	Civil Works		Amount	%	DSE?															
	CPSI		\$7,648	1.2%	Y															
	David Evans & Associates		\$8,602	1.5%	Y															
	Earth Mechanics, Inc.		\$40,085	6.5%	N															
	ICF		\$345,250	54.0%	N															
	Itars		\$16,960	2.6%	N															
	Joint Civil & Environmental Consultants		\$18,126	3.0%	Y															
	Proterra860		\$0	0.0%	N															
	Protrass		\$0	0.0%	N															
	WRECO		\$27,147	4.3%	Y															
	Subtotal - SUBCONSULTANT SERVICES		\$485,807	72.0%																
	DSE Participation		\$65,523	9.2%																

Item	Unit	Price	Amount
Raw Labor	100.00%	\$2,500.00	\$2,500.00
Shipping & Delivery	Each	\$50.00	\$0.00
Mileage	Mile	\$0.68	\$1,044.00
Other Direct Costs			\$0.00
OTHER DIRECT COSTS			\$1,044.00

Audited Overhead Rate: 160.30%

RAW LABOR + OVERHEAD: \$154,267
 10% FIXED FEE: \$15,427
 SUBCONSULTANT/VENDOR SERVICES: \$485,807
 FCCR: 5.288% OTHER DIRECT COSTS: \$1,044
TOTAL BUDGET: \$668,545

Date: 7/16/2019
 Prime Consultant: T.Y. Lin International
 Project Title: State Route 91/Adams Street Project Approval/Environmental Document (PAED)
 Client Reference: RFP No. 1871

Task/Subtask	Description	Person, Clark	Chapman, Karen	Allen, Alan	Gonzalez, Rodrigo	Deo, Steve	Omke, Alicia	Johnson, Eric	Chen, Christina	Estevan/CSOD	Recker, Patrick	Swing/Steing/TM	Pan, Albert	Kaya, Stephanie	Structura Asstheles	Structura Manager	En, Bridge Engineer	Bridge Engineer	Engineer	CAAD Technician	Hours	Per Labor Amount																						
1.0	Project Management																				168	\$15,717																						
1.1	Schedules & Administration																				48	\$5,518																						
1.2	Schedules																				144	\$8,888																						
1.3	Progress Reports																				4	\$480																						
1.4	Project Work Plan																				364	\$10,384																						
TASK SUBTOTAL:																																												
2.0	Engineering Development																				0	\$0																						
2.1	Area Responsibility Applications																				0	\$0																						
2.2	Area Responsibility Applications																				0	\$0																						
2.3	Geometric Development																				0	\$0																						
2.4	Value Analysis																				0	\$0																						
2.5	Construction Staging/Traffic Handling																				0	\$0																						
2.6	Structures Advance Planning Studies																				0	\$0																						
2.7	Preliminary Geotechnical/Materials/Foundation Reports																				0	\$0																						
2.8	Right-of-Way Data Sheets																				0	\$0																						
2.9	Right-of-Way Data Sheets																				0	\$0																						
2.10	Drainage Report																				0	\$0																						
2.11	Storm Water Data Report																				0	\$0																						
2.12	Life Cycle Cost Analysis																				0	\$0																						
2.13	Cost Estimates																				0	\$0																						
2.14	Pump Station Evaluations																				0	\$0																						
TASK SUBTOTAL:																																												
3.0	Environmental Studies																				0	\$0																						
3.1	Base Maps for Environmental Studies																				0	\$0																						
3.2	Traffic Study																				0	\$0																						
3.3	Natural Environment Study/Mineral Impacts																				0	\$0																						
3.4	Jurisdictional Delineation Field Review																				0	\$0																						
3.5	Historic Property Survey Report																				0	\$0																						
3.6	Noise Study Report																				0	\$0																						
3.7	Noise Abatement																				0	\$0																						
3.8	Noise Abatement: Delineation Report (Engineering)																				0	\$0																						
3.9	Initial Site Assessment																				0	\$0																						
3.10	Hazardous Materials Phase II-NOT INCLUDED IN BASE FEE																				0	\$0																						
3.11	Summary Water Quality Scoping Questionnaire																				0	\$0																						
3.12	Minor Visual Impact Assessment																				0	\$0																						
3.13	Minor Visual Impact Assessment																				0	\$0																						
3.14	Community Impact Assessment																				0	\$0																						
3.15	Palaeontological Identification Report/Palaeontologist Evaluation Report																				0	\$0																						
TASK SUBTOTAL:																																												
4.0	Environmental Documents																				0	\$0																						
4.1	Draft Environmental Document																				16	\$4,308																						
4.2	Public Hearing																				24	\$2,057																						
4.3	Public Hearings to Comments																				4	\$415																						
4.4	At-Quality Conformity Report & Checklist																				2	\$2,018																						
4.5	Final Environmental Document																				15	\$3,763																						
TASK SUBTOTAL:																																												
5.0	Project Report Preparation																				0	\$0																						
5.1	Design Standard Decision Document																				24	\$6,415																						
5.2	Design Standard Decision Document & Geometric Approval Drawings																				16	\$4,156																						
5.3	Administrative Draft Final Project Report																				8	\$2,048																						
5.4	Final Project Report																				32	\$8,192																						
5.5	Design Standard Decision Document & Geometric Approval Drawings																				60	\$15,480																						
TASK SUBTOTAL:																																												
TOTAL:																																												

Date: 7/16/2019
 Prime Consultant: T.Y. Lin International
 Project Title: State Route 91/Adams Street Project Approval/Environmental Document (PA/ED)
 Client Reference: RFP No. 1871

Task/Subtask	Description	Feron, Clark Principal-in-Charge	Chapman, Karen Project Manager	Stien, Alan Team Advisor	Gonzalez, Rodrigo Team Advisor	Deo, Steve P/O/C	Tomko, Alicia P/O/C	Johnson, Eric Environmental Engineering Lead	Diaz, Christina P/O/C/Forward Engineer/Lead	Becker, Patrick SWM/Drainage/TH Engineer	Pan, Albert Utilities Engineer	Keya, Stephanie Utilities Engineer	Shanbin, Noel Structure Aesthetics Engineer	Dulon, Stephanie Structures Manager Engineer	Bridge, Seungmoon Bridge Engineer Engineer	Engineer	CADD Technician	Hours	Raw Labor Amount
1.0 Project Management																			
1.1 Scheduling & Administration			24															48	\$4,008
1.2 Scheduling			12															12	\$1,428
1.3 Progress Reports			12															108	\$4,940
1.4 Project Work Plan			48															168	\$11,981
TASK SUBTOTAL:																			
2.0 Engineering Development																			
2.1 Engineering Development																			
2.2 Civil/Utility/Transportation																			
2.3 Aerial Topographic Mapping																			
2.4 Geometric Development																			
2.5 Value Analysis																			
2.6 Construction Staging/Traffic Handling																			
2.7 Structures Advance Planning Studies																			
2.8 Preliminary Geotechnical/Materials/Foundation Reports																			
2.9 Rip-rap/Abut Dam Sheets																			
2.10 Drainage Report																			
2.11 Storm Water Data Report																			
2.12 Life Cycle Cost Analysis																			
2.13 Cost Estimates																			
2.14 Pump Station Evaluations																			
TASK SUBTOTAL:																			
3.0 Environmental Studies																			
3.1 Base Maps for Environmental Studies																			
3.2 Traffic Study																			
3.3 Natural Environment Study/Minimal Impacts																			
3.4 Jurisdictional Determination Field Review																			
3.5 Wetland Field Survey Report																			
3.6 Air Quality Report																			
3.7 Noise Study Report																			
3.8 Noise Abatement Decision Report (Engineering)																			
3.9 Initial Site Assessment																			
3.10 Hazardous Materials Phase I-NOT INCLUDED IN BASE FEE																			
3.11 Summary Water Quality Scoping Questionnaire																			
3.12 Visual Impact Assessment																			
3.13 Socioeconomics																			
3.14 Community Impact Assessment																			
3.15 Paleontological Identification Report/Paleontological Evaluation Report																			
TASK SUBTOTAL:																			
4.0 Environmental Documents																			
4.1 Draft Environmental Document																			
4.2 Final Environmental Document																			
4.3 Public Review/Comments																			
4.4 Air Quality Conformity Report & Checklist																			
4.5 Final Environmental Document																			
TASK SUBTOTAL:																			
5.0 Project Report Preparation																			
5.1 Final Project Report																			
5.2 Draft Project Report																			
5.3 Administrative Draft Final Project Report																			
5.4 Final Project Report																			
5.5 Design Standard Decision Document & Geometric Approval Drawings																			
TASK SUBTOTAL:																			
TOTAL HOURS: 24																			
TOTAL RAW LABOR AMOUNT: \$2,851																			

EXHIBIT "C"

Key Personnel

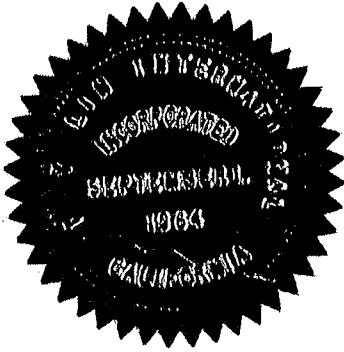
Key personnel are:

Clark Fernon
Karen Chapman
Eric Johnson
Brian Calvert


CORPORATE AUTHORIZATION

Clark Fernon, Vice President of T.Y. Lin International (the "Corporation"), a California corporation, is a duly elected and appointed officer of the Corporation and holds full corporate authority to enter into any contracts and execute Bid Forms on behalf of the Corporation.

In witness whereof, I have caused this instrument to be executed and the corporate seal to be hereunto affixed on the 29th day of November 2017.



T.Y. LIN INTERNATIONAL

By: 
Veronica Fennie
Assistant Secretary

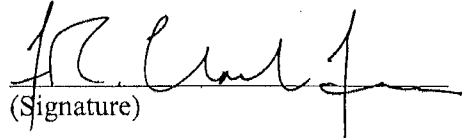
Certification of Consultant

I, HEREBY, CERTIFY that I am the Vice President, and duly authorized representative of the consulting firm of T.Y. Lin International, whose address is 3633 East Inland Empire Blvd. Suite 900, Ontario, CA 91764, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certification is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable state and Federal laws, both criminal and civil.

7/15/19
(Date)


(Signature)

F.R. CLARK FERNDON, V.P.
(Name and Title)

Distribution: 1) City Project File (original & Contract)
2) DLAE (copy)

Certification of City

I, HEREBY, CERTIFY that I am the Project Manager of the City of Riverside, and that the consulting firm of _____, or its representative has not been required, except as herein expressly stated, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain for commission, agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, organization or person, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certification is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable state and Federal laws, both criminal and civil.

(Date)

(Signature)

(Name and Title)

Distribution: 1) City Project File (original & Contract)
2) DLAE (copy)

RFP AWARD RECOMMENDATION

CITY OF RIVERSIDE
Finance Department

20
DATE SUBMITTED: August ~~8~~ 2019

RFP NO. 1871	RFP TITLE Project Approval and Environmental Documents for SR-91/Adams Street Interchange Reconfiguration	DEPARTMENT/DIVISION Public Works
		DATE RFP OPENED 11/29/2018
PROPOSALS RECEIVED (2)		INVITATIONS ISSUED (Online)

PROPOSERS	CITY	EVALUATION RANKING
T.Y. Lin International	Ontario, CA	<u>1</u>
Michael Baker International	San Diego, CA	<u>2</u>

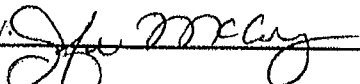
RFP DESCRIPTION: The City of Riverside is proposing to reconfigure the interchange at SR-91/Adams Street between mile marker 15.1 and 16.2 along the State Route 91 in the City of Riverside. The City is requesting proposals from qualified consulting firms to complete the Project Approval and Environmental Documents (PA&ED) for the SR-91/Adams Street Interchange Reconfiguration Project.

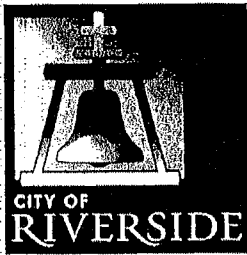
RFP Recommended For Award (Includes Sales Tax) 10% Surety Included Contract
 10% Surety not required Purchase Order

Best Ranking Proposer	Amount of Award
T.Y. Lin International	<u>\$2,205,053.00</u>

COMMENTS:

The Public Works Department has evaluated all proposals received and will be submitting a report requesting that award be made to the best overall solution based on the evaluation process. The Purchasing Division concurs that the action to award is in compliance with Purchasing Resolution 23256.

Submitted by:  Date: 7/9/19 Purchasing Manager



**CITY COUNCIL
AND
SUCCESSOR AGENCY
MINUTES**

City of Arts & Innovation

TUESDAY, AUGUST 20, 2019, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

	G A R D N E R	M E L E N D R E Z	S O U B I R O U S	C O N D E R	M A C A R T H U R	P E R R Y	A D A M S
WARDS	1	2	3	4	5	6	7
PREFERENTIAL PARKING ZONE - CARNATION - RESOLUTION The City Council adopted a resolution to remove the existing "1-Hour Parking Between the Hours of 7 a.m. to 6 p.m. of Any Day Except Saturday, Sunday and Holidays with Preferential Parking Permits for Residents" Zone on the entire street of Carnation Court; whereupon, the title having been read and further reading waived, Resolution No. 23486 of the City Council of the City of Riverside, California, Amending Resolution No. 22451 Known as the Master Parking Schedule Resolution to Remove the Preferential Parking Zone on Carnation Court, was presented and adopted.							
AGREEMENT - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS PHASE - STATE ROUTE 91/ADAMS STREET INTERCHANGE RECONSTRUCTION - SUPPLEMENTAL APPROPRIATION The City Council (1) approved a Professional Consultant Services Agreement with T.Y. Lin International, Ontario, California, for the Project Approval and Environmental Documents phase of the State Route 91/Adams Street Interchange Reconstruction for a four-year term in the amount not-to-exceed \$2,205,053; (2) authorized the City Manager, or his designee, to execute the Professional Consultant Services Agreement with T.Y. Lin International, including making minor and non-substantive changes; and (3) authorized a supplemental appropriation in the amount of \$935,000 in Federal Regional Surface Transportation Program funds to project account 9882128-440125 and increase the estimated revenue by the same amount in project account 9882128-331310.							
<u>DISCUSSION CALENDAR</u> UNMANNED AIRCRAFT SYSTEM PROGRAM Following discussion, the City Council approved the City Council Public Safety Committee recommendation to continue the Unmanned Aircraft (Drone) System (UAS) Program to enhance safety of the public, police officers, and fire fighters.							X
FERAL CAT TRAP NEUTER AND RETURN PROGRAM - RESOLUTION Following discussion, the City Council approved the recommendation							X



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates License # 0020739 P. O Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED T. Y Lin International 345 California Street, Ste. 2300 San Francisco CA 94104	INSURER A: National Fire Insurance Co of Hartford NAIC # 20478	
	INSURER B: Valley Forge Insurance Company NAIC # 20508	
	INSURER C: Aspen American Insurance Company NAIC # 43460	
	INSURER D: American Casualty Company of Reading PA NAIC # 20427	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 653077240

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab <input checked="" type="checkbox"/> Cross Liab. INT'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6056538518	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6045854867	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory in NH Yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	6056808508 6056809061	3/1/2019 3/1/2019	3/1/2020 3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			LRA9P0119	3/1/2019	3/1/2020	\$1,000,000 \$1,000,000	per Claim Annual Aggregate

APPROVED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Riverside On-Call Services / TYLI Project No. 872003.18.

Additional Insured Endorsement is granted as to General Liability policy, naming City of Riverside, its officers, employees and agents as additional insured, per attached endorsement #CNA75079XX (1-15).

Additional Insured Endorsement is granted as to Automobile Liability policy, naming City of Riverside, its officers, employees and agents as additional Insured, per attached endorsement #CNA63359XX.

Waiver of Subrogation Endorsement as to Commercial General Liability policy is granted as against City of Riverside, per attached endorsement #CNA75008XX (1-15).

Waiver of Subrogation endorsement as to Automobile Liability policy is granted as against City of Riverside, per attached endorsement #CNA63359XX.

Waiver of Subrogation Endorsement as to Worker's Compensation policy is granted in favor of City of Riverside, per attached endorsement #G-19160-B (11-97).

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

City of Riverside
 Public Works Department
 3900 Main Street, 4th Floor
 Riverside, CA 92522

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15)
Page 2 of 2

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE	
Name Of Person Or Organization:	
Any person or organization whom the Named Insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:	
1. is in effect or becomes effective during the term of this Coverage Part; and	2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (1-15)

Policy No: 6056538518

National Fire Insurance Co of H

Effective Date: 03/01/2019

Insured Name: T. Y. Lin International

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy; and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or

- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is

DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

RECEIVED
JUL 23 2019
FINANCE
ADMIN

DATE: 07/17/2019

PARTIES: City of Riverside and T.Y.LIN International

PROJECT DESCRIPTION: PA & ED engineering services for SR-91/Adams Street interchange reconfiguration

SCOPE OF CONTRACT/SERVICE: Provide engineering services for the PA & ED phase of the SR-91/Adams Street interchange reconfiguration

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Public Works

BUDGET ACCOUNT (GL Key and Object): 9882119-440315, 9882119-440223

DEPT. HEAD APPROVAL: Cindi Perry

PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

(X) Formal Procurement (Bid #, RFP #, panel, etc.): RFP #1871

() Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): _____

() Emergency Procurement (date, event, etc.): _____

() Requisition Number: _____

() Date Approved by City Council/Board: ~ 8/20/19

Purchasing Division Validation: BH Date: 7/23/19

VALIDATED FOR PROCUREMENT ONLY

PLEASE RETURN TO: City Clerk's Office, Ext. 4276, DAlegria@riversideca.gov

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effective NTP
YTA available = \$4,100,000
= NTP / 4 years
= \$2,200,000 TOTAL
07.24.19