

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

HDR ENGINEERING, INC.

[Third Street Grade Separation at BNSF Railroad]

RFP 1717

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and HDR ENGINEERING, INC., a Nebraska corporation authorized to do business in California ("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 the Third Street Grade Separation at BNSF Railroad an RFP 1717 ("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 on December 31, 2020, 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. Consultant shall perform the Services under this Agreement for the total sum not to exceed Six Hundred Forty-Six Thousand, Six Hundred Forty-Nine Dollars (\$646,649) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting for the the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

B. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of 10% of the total Direct Labor and Overhead Costs combined. 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 Six Hundred Forty-Six Thousand, Six Hundred Forty-Nine Dollars (\$646,649).

I. 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.** A designee of the City will be appointed by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to as Contract Administrator. City shall provide written notice to the Consultant of any change in the City's 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 it's 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 City.

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: Sweta Patel
3900 Main Street, 4th Floor
Riverside, CA 92522

To Consultant

HDR Engineering, Inc.
Attn: Charles Christoplis, Project Manager
2280 Market Street, Suite 100
Riverside, CA 92501

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 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 13%. 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

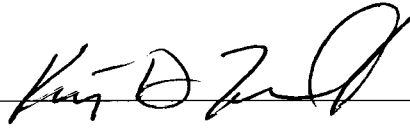
(Signatures on Following Page)

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

HDR ENGINEERING, INC.,
a Nebraska corporation authorized to do
business in California

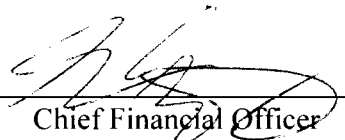
By: _____
City Manager

By:  _____
Kip D. Field
[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:

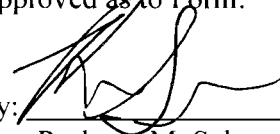
By:  _____
Ruthann M. Salera
Deputy City Attorney

EXHIBIT “A”

Scope of Services

Exhibit A

Scope of Services

Scope of Work

The following scope of work has been prepared by HDR Engineering, Inc. (CONSULTANT) for the City of Riverside, California (CITY) for the Third Street Grade Separation Project (PROJECT). The work to be performed in this scope is for the Project Approval and Environment Document (PA&ED) stage only and includes the following tasks:

Task 1- Administration & Management

This task includes communication and coordination with the CITY, subconsultants, and stakeholders, and preparation of Project Management and Quality Assurance/Quality Control Plan. The objective of this task is to provide overall management of the CONSULTANT engineering services.

- 1.1 Project Management:** CONSULTANT will provide project management including management of subconsultants, coordination with appropriate agencies, and Quality Control/Quality Assurance activities. CONSULTANT will submit monthly invoices with monthly progress report.
- 1.2 Project Development Team (“PDT”) Meetings:** CONSULTANT will coordinate and conduct monthly meetings (maximum of 9 PDT meetings). Meeting minutes will be prepared and distributed to document and monitor action items.

Deliverable(s):

- Monthly Status Reports, Invoices, and Schedule Updates.
- Meeting Minutes of PDT Meetings.

Key Understandings

- The CITY's Project Manager will assist in arranging PDT meetings, distributing status reports to other CITY staff, and processing invoices. It is assumed that the PDT attendees will consist of the CONSULTANT Project Manager and CONSULTANT Team key support personnel for an estimated time of four hours per meeting.

- A Project kick-off meeting with key CITY personnel and key CONSULTANT Team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and PA&ED schedule.

Task 2 – Agency Coordination

This task involves the coordination with local agencies.

- 2.1 Local Agencies:** CONSULTANT will assist CITY in coordinating with the State, County, and other local jurisdictions in the development of the Project. Adherence to local standards will be required where applicable and as outlined in the CITY's Design Standards and Criteria.
- 2.2 BNSF Railroad Company (BNSF):** CONSULTANT will assist CITY in coordination with the BNSF in addressing issues involving railroad design standards and practices and other issues of BNSF concern that arise during the design process. CONSULTANT will assist the CITY in obtaining preliminary approvals from BNSF, such as design standards, permanent structure clearances, anticipated falsework clearances, and construction sequencing.
- 2.3 Presentations and Visuals:** CONSULTANT will provide presentation material and/or visual aids needed for presentations to City Council, community groups, political representatives and/or the public at-large. CITY staff will conduct community outreach activities. CONSULTANT will provide technical support and map displays for public outreach meetings.

Deliverable(s):

- Meeting minutes from agency coordination meetings.
- Exhibits for CITY presentations.

Key Understandings

- CITY will assist CONSULTANT in coordinating with local agencies.
- CITY staff will lead community outreach programs.
- CONSULTANT anticipates a maximum of three presentations will be held under Task 2.3.

Task 3 – Perform Initial Engineering Studies

This task involves activities to analyze the existing conditions of the Project and prepare the supporting documents for Task 4 – Alternative Analysis.

- 3.1 Topographic Survey:** CONSULTANT's DBE subconsultant, Calvada Surveying, Inc. (Calvada) will provide an Aerial Topographic Survey for the

project site. The record right-of-ways and adjacent property liens will be shown for reference based on available records. The centerlines of streets will be established based on found monuments and the right-of-way and property lines will be drafted based on publicly available records. Supplemental topo shots will be taken using conventional survey methods at 50-foot intervals on street crown lines and top of track rails.

Deliverable(s):

- AutoCAD (Civil 3D) drawing, version 2018 or lower, including 3D surface file.
- Rectified orthophoto

Key Understandings:

- CITY will assist CONSULTANT in coordinating with stakeholders in obtaining additional data relevant to this Project.
- CITY will furnish all available existing data in a timely manner, in accordance with the Project Schedule.
- CITY will provide Title Reports for affected parcels at no expense to CONSULTANT.
- City understands that additional field design level survey will need to be completed in the future PS&E phase to complete the survey work.

3.2 Geotechnical Investigation CONSULTANT's DBE subconsultant, Earth Mechanics, Inc. (EMI) will prepare a Preliminary Foundation Report which will provide appropriate input for preliminary design.

3.2.1 Preliminary Foundation Report: A Preliminary Foundation Report for the project which will include preliminary recommendations for the bridge and retaining walls, embankment/excavations, and pavement structural sections. An idealized soil profile and design strength parameters for foundation analysis will be developed based on existing subsurface data obtained from the nearby structure as-built log-of-test-boring sheets. Seismic design parameters (acceleration and magnitude) using the latest Caltrans web-based seismic design criteria and AREMA guidelines will be provided. Using the soil profile and strength parameters, provide preliminary foundation type and foundation design data for the proposed bridge and the retaining walls.

Key Understandings:

- The Preliminary Foundation Report will not require Caltrans review.
- One report will be provided to include preliminary recommendations for bridge, walls, and pavement.

3.3 Traffic Operations Analysis: CONSULTANT will use all available information as background to develop an updated traffic analysis for the PROJECT as part of the Environmental Document.

CONSULTANT will obtain 2018 traffic volumes and develop 2045 horizon year traffic forecasts for the No Build Alternative and one build alternative using the Riverside Traffic Analysis Model (RivTAM). This model is the result of an iterative development process that started with the SCAG model as a foundation and then was modified to reflect changes in the model to make it more creditable in the sub-region.

CONSULTANT will work with CITY to affirm that the travel demand forecasts are reasonable prior to use in the detailed traffic analysis technical report. We will validate the model outputs by comparing Existing Year (2018 Baseline) forecast volumes against traffic counts collected from the City. These results will be reviewed and calibrated early in the process.

CONSULTANT will develop the required traffic forecasts for the 2018 baseline year and the 2045 forecast horizon year. The following analysis scenarios will be included in the traffic study:

- Existing Year 2018
- 2045 No Build
- 2045 Build Alternative (1)

CONSULTANT will provide all traffic operations analysis necessary to complete the CEQA level traffic technical studies for the proposed improvements and inform the environmental document. We will perform the following key tasks as part of this work plan:

- Obtain the traffic data needed for the traffic impact analysis.
- Identify overall measures of effectiveness (e.g., vehicle miles of travel, total vehicle delay, average travel speeds) for analyzing the traffic data.
- Identify potential impacts of the Build Alternative on surrounding streets when compared to the No Build Alternative.

Deliverable(s):

- Draft and Final Traffic Study

Key Understandings:

- A Traffic Management Plan (TMP) will not be required for this phase of work. This work is deferred to the future PS&E as directed by the CITY.

3.4 Right-of-Way Evaluation: CITY will be responsible for all right-of-way services. CONSULTANT will assist the CITY by preparing a preliminary right-of-way impacts exhibit.

Deliverable(s):

- Preliminary right-of-way impact exhibits for each alternative identifying temporary and permanent right of way needs.

Key Understandings:

- CITY will be responsible for all right-of-way services.
- Property plats and legals will not be prepared in this phase of work and will be deferred to the future PS&E phase.

3.5 Utilities Evaluation: CONSULTANT will review existing available utility information, identify known affected utilities that would potentially require relocation, and evaluate utility impacts for each alternative. CONSULTANT will perform the following activities:

- Perform preplanning utility search utilizing Underground Service Alert of Southern California.
- Send Notification Letters to affected utility companies based on results of preplanning utility search.
- Prepare and maintain a written log of contacts with the utility companies.
- Prepare and maintain utility/permit information matrix.

Deliverable(s):

- Utility Evaluation Report (3 copies).
- Utility Evaluation Report will be prepared for one alternative.
- Utility conflict matrix.

Key Understandings:

- CITY has already conducted a preliminary preplanning utility search and will provide information to CONSULTANT.
- Owners of "dry" utilities, such as high-pressure gas, electrical, and others, will be responsible for design and perform relocation work for their facilities.
- CONSULTANT will prepare concept utility relocation exhibits for "wet" utilities, including storm drains, the Riverside Canal, and sewerlines.
- CONSULTANT has budgeted for a maximum of 5 utility potholes (if required).
- CITY will provide all available existing utility information in a timely manner.

3.6 Drainage Evaluation: CONSULTANT's subconsultant Albert A. Webb Associates (WEBB) will perform the following Scope of Services:

3.6.1 Preliminary Hydrology Analysis: Prepare a preliminary hydrology analysis to determine the flow rate for the preliminary design of the pump station, the detention basin (if needed), and the connection to the existing storm drain system. The analysis will include the delineation of the areas tributary to the pump station and preparation of rational method and unit hydrography hydrology models. A hydrology map and technical memorandum will be prepared to summarize the results of the analysis.

Deliverable(s):

- Memorandum – Preliminary Hydrology Analysis Results

3.6.2 Drainage Alternative Analysis Assessment: There are two potential discharge points for the flows tributary to the pump station. These include the following:

1. Connection to the existing City of Riverside owned 51-inch storm drain line D-20, which runs north along Park Avenue and crosses the BNSF railroad tracks approximately 1000 feet north of Third Street. In this scenario, it is assumed that a detention pond would be required to mitigate flows down to an acceptable level prior to connecting to the storm drain.
2. Connection to the existing Riverside County Flood Control and Water Conservation District's (RCFC&WCD) Box Springs Drain, Stage III (project 1-0-220, drawing 1-304), which is located in Mission Inn Avenue and has a 78-inch stub out at Commerce Street. In this scenario, it is assumed a detention basin would not be required.

WEBB will evaluate each of these alternatives. The evaluation will include the capacity of the existing storm drain system, the size and location of the detention pond (if applicable), the connection location, and the size and alignment of the storm drain pipe to the connection location. A conceptual layout exhibit will also be prepared for each alternative, showing the size and location of the proposed facilities. A memorandum will be prepared to summarize the results of the analysis and provide a recommendation for final design. The memorandum will include a cost estimate for each alternative.

Deliverable(s):

- Memorandum – Alternative Analysis Assessment Results
- Exhibits – Drainage Layout Alternatives

3.6.3 Preliminary Pump Station Sizing and Configuration Assessment:

Based on the preliminary hydrology analysis of the tributary area flowing to the underpass, size pumps and electrical services required to meet agreed upon capacity. Based on alternatives developed for off-site drainage point, prepare a conceptual site plan for the pump station including wet well, discharge pipeline, transition structure, electrical service and electrical panels, emergency generator, and perimeter fencing/access. Up to two alternatives will be developed. Cost estimates will be prepared for the two options to be included in the overall preliminary design.

Deliverable(s):

- Memorandum – Pump Station Sizing and Configuration Assessment Results
- Exhibits – Pump Station Layout Alternatives

3.7 Stormwater Quality: Post Construction Phase

All Storm Water Quality requirements will be deferred until the PS&E phase at the direction of the City.

Task 4 – Alternative Analysis

This task includes identifying one new alternative alignment for analysis.

The new alternative to be analyzed will contain a permanent roadway shift of 3rd Street to the south with a permanent BNSF track shift to the east.

- 4.1 Develop and Screen Initial Alternative:** The alternative will be developed for an initial screening process within the study area. Based on the results of the City review the alternative will be adjusted and developed to the conceptual design level.
- 4.2 Refine and Recommend Preferred Alternative:** Based on the results of the initial screening the alternative will be evaluated both from an engineering and environmental standpoint. Evaluation considerations will include length geometry, construction cost, size and type of structures, right-of-way required, and the environmental technical analysis. The result of these evaluations will be tabulated and documented in a "Addendum to PSR Equivalent Report". The preferred alternative will be recommended that will carry through the environmental process.
- 4.3 "Addendum to PSR Equivalent Memorandum":** An "Addendum to PSR Equivalent Memorandum" will be prepared to describe the recommended preferred alternative. The memorandum will be a maximum of two pages and will include a rough order of magnitude of probable construction cost for the preferred alternative.
- 4.4 BNSF Concept Plan Submittal:** This task has been deleted from the scope by the City. No formal concept plan submittal will be made to the BNSF and this task is not included in this scope or fee.
- 4.5 Value Analysis:** Value Analysis deleted from the scope by the City.

Task 5 – Develop Preliminary Plans (25%)

This task includes completion of 25% design documents for review by CITY and use in the development of the final construction documents and bid package. The work consists of the following tasks:

- 5.1 Preliminary Roadway Plans:** CONSULTANT will prepare Preliminary Roadway Plans including typical sections, plan and profile sheets, and key roadway details.
- 5.2 Preliminary Structural Plans:** CONSULTANT will prepare the Structures Type Selection report and the bridge general plan to comply with the most current BNSF, AREMA, and CPUC guidelines. The memorandum shall state recommendations for retaining wall types as required. CONSULTANT shall submit to BNSF and the City for review and approval.

The Bridge Type Selection report shall include the structure general plan sheet, bridge typical cross section sheet, and retaining wall layout sheets. The following information will be included in the plan sheets:

- Major structure component sizing, including superstructure depth and width, column sizes, and footing sizes.
- Falsework requirements.
- Seismic and aesthetic considerations.
- Traffic handling requirements and alternatives.
- Construction cost and staging.
- Horizontal and vertical clearances, including vertical clearance for vehicular traffic under the underpass structure, horizontal clearance of pier to tracks and vertical/horizontal clearances for train envelope for overhead structure.
- Typical cross-section of bridge, including girder, slab thickness, and travel way delineations to completely define the superstructure geometry.
- Horizontal and vertical alignment of bridge, including beginning and end of bridge.
- Retaining walls type and layout; including preliminary horizontal and vertical layout.

The preliminary structural plans will be forwarded to BNSF and CITY for review.

Deliverable(s):

- Type Selection Report (Draft and Final 3 copies).
- Response to Comments
- Structures Plans
- Construction Phasing

5.3 Preliminary Rail Plans: CONSULTANT will prepare Preliminary Rail Plans including typical sections, track plan and profile sheets, and key details.

5.4 Preliminary Cost Estimate: CONSULTANT will develop a preliminary engineer's estimate of probable costs indicating major capital cost items and unit and lump sum pricing based on design quantities derived from the drawings.

Deliverable(s):

- Drawings – 11 x 17 sheets, 5 copies provided.
- Preliminary Engineer's Estimate of Probable Capital Construction and Utility Costs (5 copies).
- City will provide right-of-way cost
- City will provide power and water facility relocation cost.

Key Understandings:

- The 25% plans will be prepared based on the Recommended Preferred Alternative from Task 4.0.
- All CAD and design work will be performed in AutoCAD format. Track design will be performed in Microstation and converted to AutoCAD format for submittal to CITY.
- All railroad signal work, including design and construction, shall be performed by BNSF forces. CONSULTANT will provide coordination assistance with BNSF signal forces during preliminary railroad track design.

Task 6 – Environmental Clearance

CONSULTANT understands the CITY has filed a statutory exemption (SE) under Section 15282(g) of the California Environmental Quality Act (CEQA) Guidelines and, therefore, no additional project review under CEQA is required. Under the assumption that one or more federal funding sources will be pursued for the project's construction, the project will be subject to review under the National Environmental Policy Act (NEPA) and the corresponding federal lead agency's implementing regulations (e.g. FHWA). For this reason, CONSULTANT has prepared this scope under the expectation that one or more funding sources (e.g. local assistance) would be pursued through FHWA through Caltrans and that the project's NEPA class of action will qualify for a categorical exclusion (CE).

- 6.1 Project Initiation and Definition:** CONSULTANT will meet with CITY staff and the Federal NEPA lead agency (e.g. Caltrans) to define the project description and schedule and to develop a mutual understanding of the issues and impacts of the project. During this task, CONSULTANT will review existing information and participate in a field review of the project site with the CITY and federal NEPA lead agency.

Deliverable(s):

- Draft Project Description (5 hardcopies; PDF)

6.1.1. Preliminary Environmental Study (PES). HDR will prepare a PES in accordance with Caltrans' Guidelines. The PES will identify potential environmental issues and constraints associated with the Project and will assess how such impacts might affect the design, schedule, and associated costs anticipated during the PA/ED and PS&E phases of the Project. The PEAR will also provide a preliminary determination for the

level of environmental documentation during PA/ED, and will identify technical studies and agency permits and approvals needed to environmentally clear the Project. The PES will also address potential impacts resulting from temporary traffic detours, property acquisitions, local drainage and floodplains, and consistency with the City's General Plan, including the Marketplace Specific Plan.

Assumptions:

- Public hearings are excluded.
- The project description developed as part of the base scope of services will provide sufficient details to facilitate completion of the PES.
- Scope includes a draft and final PES. Additional iterations may require additional scope and fee.
- City will identify staff contact with Caltrans to facilitate PES review and concurrence.

Deliverable(s):

- Preliminary Environmental Study (PDF)

6.2 Environmental Technical Studies: In accordance with Caltrans and FHWA current procedures and guidelines, CONSULTANT will prepare the required technical reports for the project, which will be included as appendices to the CE. Typically, on any project requiring FHWA approval, technical studies for hazardous materials, cultural resources, noise, air quality, and biological resources are required. These environmental studies will be confirmed with the federal lead agency at the initial field review meeting.

6.2.1. Initial Site Assessment (ISA): An ISA (Phase 1) will be performed to evaluate potential recognized environmental conditions (RECs) that would affect the project sites. A qualified environmental professional will perform an observational reconnaissance of the property for visual indications of environmental conditions. Findings, conclusions, and recommendations will be documented in a formal report. The ISA will be prepared in general accordance with ASTM E1527-13 Standard and Caltrans ISA procedures.

Deliverable(s):

- Draft and Final ISA (5 hardcopies; PDF)

6.2.2: Natural Environmental Study (Minimal Impact): CONSULTANT has reviewed the project and determined it is subject to the Western Riverside

Multi-Species Habitat Conservation Plan (WRMSHCP); however, it does not fall within any species survey areas or criteria cells. Therefore, no focused species surveys are proposed. We have reviewed a preliminary species list for the project area and no critical habitat is identified for federal or state listed species. Based on aerial photography and USGS topographic mapping, no aquatic features subject to Clean Water Act, Porter-Cologne Water Quality Act or California Fish and Game Code occur within the proposed project limits. Therefore a formal jurisdictional delineation and regulatory permitting is not included in this scope. The NES (MI) will include an MSHCP consistency analysis. Based on these circumstances, the project is expected to qualify for a minimal impact determination pending confirmation based on detailed vegetation mapping.

Deliverable(s):

- Draft and Final NES(MI) (5 hardcopies; PDF)

6.2.3. Archaeological Survey Report: CONSULTANT's DBE subconsultant, Cogstone (Cogstone) will prepare an archaeological Survey Report (ASR) following Caltrans' Standard Environmental Reference (SER) Volume 2. This will include developing an area of potential effect (APE) and a pedestrian survey by a qualified archaeologist, cross-trained in paleontology of the APE. Our scope assumes that no archaeological resources and up to three built environment resources will be identified, which will require updating on California Department of Parks and Recreation (DPR) 523 series forms.

Deliverable(s):

- Draft and Final ASR (5 hardcopies; PDF)

6.2.4. Historical Properties Survey Report: Cogstone will prepare a Historic Properties Survey Report (HPSR) in accordance with Caltrans' SER Volume 2. The HPSR will document historic era properties within the APE, including the Riverside Canal and BNSF. Our preliminary review of historical aerials indicates that there are at least four historic age buildings on the parcels adjacent to the project that may require evaluation for eligibility on the National Register of Historic Places (NRHP).

Deliverable(s):

- Draft and Final HPSR (5 hardcopies; PDF)

6.2.5. Historic Resources Evaluation Report: Cogstone will prepare a Historic Resources Evaluation Report (HRER) in accordance with Caltrans' SER Volume 2. The HRER evaluates the potential effects of the project on resources determined eligible for NRHP based on the results of the ASR and HPSR. The findings of the HRER will be incorporated into the CE. For the purposes of this proposal, CONSULTANT has assumed that the project will avoid adverse effects to resources determined eligible for the NRHP; thereby enabling for the preparation of a CE.

Deliverable(s):

- Draft and Final HRER (5 hardcopies; PDF)

6.2.6. Paleontological Identification Report: Cogstone will prepare a Paleontological Identification Report (PIR) Caltrans' SER Volume 1, Chapter 8. The PIR will be supported by a paleontological records search from the Western Science Center to determine the sensitivity of the project site. We assume that a Paleontological Evaluation Report (PER) will not be required and will incorporate the key findings of the PIR into the CE.

Deliverable(s):

- Draft and Final PIR (5 hardcopies; PDF)

6.2.7. Relocation Impact Memo: CONSULTANT will prepare a Relocation Impact Memo that evaluates the property impacts resulting from the PROJECT. The evaluation will address potential impacts to properties during construction and operation. Displacements of residents or businesses will be addressed through implementation strategies in the relocation process based on information provided by the CITY's right-of-way team.

Deliverable(s):

- Draft and Final RIR (5 hardcopies; PDF)

6.2.8. Community Impact Assessment Technical Memo: CONSULTANT will prepare a community impact assessment technical memo to address the project's potential to affect people, institutions, neighborhoods, communities, organizations, and larger social and economic systems. The report will describe the relevant existing conditions, the potential impacts of the project on the community and its neighborhoods, the significance of the identified impacts and potential solutions (or mitigations) to best avoid the adverse impacts resulting from the project.

The CIA will include an environmental justice assessment in accordance with the U.S. Department of Transportation (DOT) Order 5610.2 and the Council on Environmental Quality (CEQ) Environmental Justice – Guidance under NEPA. CONSULTANT will use the CITY as the unit of comparison for this assessment.

Deliverable(s):

- Draft and Final CIA (5 hardcopies; PDF)

6.2.9. Noise Survey Report (Optional): CONSULTANT will prepare a noise analysis per State and City noise and land use compatibility criteria. Noise standards regulating noise impacts in the Noise Element and Noise Ordinance of the City will be discussed for land uses adjacent to the PROJECT. As the proposed safety improvement project is an undercrossing grade separation that would not increase the capacity of 3rd Street, Commerce Street, or Vine Street, no long-term noise analysis will be required.

Construction would occur during implementation of the proposed PROJECT. Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percent of time in use. EPA-recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq), and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the CITY.

Deliverable(s):

- Draft and Final NSR (5 hardcopies; PDF)

6.2.10. Air Quality Assessment Report (Optional): CONSULTANT will prepare an air quality and climate change analysis per Caltrans and the South Coast Air Quality Management District's (SCAQMD) guidelines and requirements. As the proposed project is a grade separation project with no increase in capacity, it is exempt from all conformity requirements. Therefore, no CO, PM2.5, or PM10 hot-spot analyses will be conducted.

Construction would occur during implementation of the proposed project. Air quality and climate change impacts from grading and construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. Exhaust and dust emissions from worker commutes and equipment travel will be calculated based on available information regarding these activities. Fugitive dust (PM_{2.5} and PM₁₀) emissions would result from wind erosion of exposed soil and soil storage piles, grading operations, and vehicles traveling on paved and unpaved roads. The construction emissions will be calculated using the latest version of CalEEMod.

Deliverable(s):

- Draft and Final NSR (5 hardcopies; PDF)

6.3 NEPA Categorical Exclusion

We understand that federal funding may be leveraged for the project; therefore, we have included compliance support with NEPA and related regulations (e.g., Section 106), if required. Notwithstanding a determination of the federal lead agency, typically, this type of project would be processed under a Categorical Exclusion (CE) under 23 CFR 771.117(c) or (d) because the project involves "...the construction of a grade separation to replace existing at-grade railroad crossings (c)(28)...." Based on the preliminary environmental document classification contained in the prior PES, the project is anticipated to qualify for a CE under (c)(28) or (d)(13); pending concurrence from the federal lead agency and completion of the required technical studies.

The CONSULTANT Team will prepare a CE request letter to establish federal agency concurrence that a CE is the appropriate NEPA Class of Action for the project. The required technical studies would accompany the request letter. We will make reasonable revisions as requested by the CITY and federal lead and provide an electronic document for the federal lead to finalize and distribute per their guidelines.

6.3.1. Prepare Administrative Draft CE: CONSULTANT will prepare a comprehensive Administrative Draft CE after the technical studies are reviewed and approved by the CITY and federal lead and it is determined that a CE is the appropriate form of environmental documentation for NEPA clearance. The CE will address the environmental effects of the proposed grade separation for CITY and federal agency review, including up to one other federal participating agency. Summaries of technical studies will be incorporated into the environmental document as required under NEPA. The format will be based on the federal lead agency's

procedures. For the purposes of this scope, CONSULTANT has assumed the use of FHWA/Caltrans' format.

Deliverable(s):

- Draft CE and Checklist (10 hardcopies; PDF)

6.3.2. Prepare Final CE: CONSULTANT will incorporate comments on the Administrative Draft CE into a Final CE and will submit one master document for approval by the CITY and federal lead agency. Since a CE does not require public review, CONSULTANT assumes the environmental task would conclude following the completion of this task.

Deliverable(s):

- Final CE and Checklist (10 hardcopies; PDF)

6.3.3. Section 106 Consultation Support (Optional): Pursuant to Section 106 and its implementing regulations at 36 CFR Part 800, HDR will support the City's federal lead agency partner in its coordination with SHPO and prepare the documentation necessary to initial formal consultation, if required. These documents include:

- Initial Consultation Letter – Project information, contact information, description of undertaking, project map, and APE.
- Native American Consultation Letters – Correspondence to and from tribal groups identified by the NAHC.
- Response to Comments Letter – Respond to questions from SHPO and/or NAHC.

Assumptions:

- City will be responsible for tribal review fees, if requested.
- Up to one site visit with one or more native American tribes. Additional site visits will require additional scope and fee. Field access will be SCRRA will provide right-of-way access and flagging, if required.
- Scope includes up to three conference calls with SHPO and the federal lead agency.
- Travel to Sacramento is excluded.
- No Section 106/NEPA level Phase II cultural resource assessments/evaluations are included.
- No Traditional Cultural Properties (TCP) assessment is included.

- Scope assumes no adverse effect will result from the Project and corresponding SHPO concurrence.

Deliverable(s):

- Up to 3 consultation letters to SHPO, NAHC, and Native American tribes (PDF)
- Up to 3 meeting agenda and minutes (PDF)

6.4. Meetings: For budgeting purposes CONSULTANT has assumed the attendance of the Environmental Task Manager or representative at nine (9) monthly Project Development Team Meetings. In addition, CONSULTANT has assumed the attendance of CONSULTANT environmental staff at an additional five (5) meetings to discuss the project or environmental issues and/or attend community workshops. CONSULTANT will maintain liaison with the CITY, and will participate in key PDT meetings to monitor progress and receive input. These meetings will also be used as project management tools to keep staff and CITY decision-makers informed.

Deliverable(s):

- Meeting Minutes and Agenda (2 hardcopies; PDF)

Key Understandings:

The fee proposal is based on the following assumptions for the preparation of the technical studies and for the NEPA clearance.

- CEQA: The CITY has filed a Statutory Exemption for CEQA and no further action is required.
- NEPA: The project will qualify for a CE and the federal lead agency will be responsible for any filings in the Federal Register. This scope and fee is based on this project needing a CE only.
- Section 7 Consultation with the U. S. Fish and Wildlife Service will not be required. No focused species surveys are proposed.
- Federal or state regulatory permitting is excluded.
- No Section 4(f) resources would be subject to a direct or constructive use or temporary occupancy as a result of the project.
- The CITY will provide the necessary right-of-way information to support preparation of the Relocation Impact Memo. Scope assumes less than ten acquisitions will be required.
- Scope excludes general conformity analysis and related air quality modeling. Assessment of short and long term health risks is excluded.
- Short and long term noise and vibration monitoring is excluded.

- Phase II environmental site assessment and related laboratory analysis is excluded. If required, CONSULTANT will request a specified allocation from the project contingency once more details are known.
- The CITY will be responsible for arranging field access and coordination of any rights-of-entry, including the payment of fees.
- No archaeological resources will require updating of records, and no more than six built environment resources will require updating or newly recording on DPR 523 forms.
- The scope assumes two rounds of comments from CITY and two rounds of comments from the federal lead agency.

Project Schedule

CONSULTANT's approach for this project will leverage streamlining provisions under NEPA to facilitate completion of the environmental clearance process within six months following identification of the federal NEPA lead agency and concurrence with the NEPA Class of Action.

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

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 Overhead 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.

1.2 FIXED FEE.

1.2.1 The fixed fee is 10% of the total of Direct Labor and Overhead Costs combined.

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>
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Car mileage	\$ Federal Rate
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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.

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 All Other 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.

HDR	Hourly Rate		TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	Total HDR ODC	Subconsultants										TOTAL COST
	Task	Description				Capstone	Albert A. Webb Associates	Ian Davidson	Calrada Surveying, Inc.	MGE Engineering, Inc.	Projectline Technology Services, Inc.	Earth Mechanics, Inc.	Roy Keiting			
Task 1	Administration and Management															
1.1	Project Management		246	\$38,850.49	\$0.00									\$38,850.49		
1.2	Project Development Team (PDT) Meetings		112	\$25,899.17	\$0.00									\$25,899.17		
			0	\$0.00	\$0.00									\$0.00		
	TOTAL LABOR		112											\$0.00		
	TOTAL DOLLAR			\$ 84,749.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,749.66		
Task 2	Agency Coordination		0													
2.1	Local Agencies		72	\$18,491.51	\$0.00		\$8,300							\$26,791.51		
2.2	BNSF Railroad Company (BNSF)		64	\$16,135.23	\$0.00							\$5,000		\$21,135.23		
2.3	Presentations and Visuals		52	\$10,744.84	\$0.00			\$4,000						\$14,744.84		
			0	\$0.00	\$0.00									\$0.00		
	TOTAL LABOR		188											\$0.00		
	TOTAL DOLLAR			\$ 45,371.57	\$0.00	\$0.00	\$8,300.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00		\$62,671.57		
Task 3	Perform Initial Engineering Studies		0													
3.1	Field Surveys		0	\$0.00	\$0.00				\$58,280					\$58,280.00		
3.2	Geotechnical Investigation		0	\$0.00	\$0.00									\$0.00		
3.2.1	Preliminary Geotechnical Report		2	\$408.70	\$0.00									\$18,982.70		
3.3	Traffic Operations Analysis		140	\$22,626.75	\$0.00						\$18,574			\$22,626.75		
3.4	Right-of-Way Evaluation		63	\$11,253.50	\$0.00									\$11,253.50		
3.5	Utilities Evaluation		0	\$0.00	\$0.00									\$0.00		
3.5.1	Utility Research		26	\$4,495.36	\$0.00									\$4,495.36		
3.5.2	Dry Utility Coordination		72	\$12,055.63	\$0.00									\$12,055.63		
3.5.3	Riverside Canal		2	\$459.81	\$0.00						\$15,930			\$16,389.81		
3.5.4	Sewer System		40	\$6,581.10	\$0.00									\$6,581.10		
3.6	Drainage Evaluation		0	\$0.00	\$0.00									\$0.00		
3.6.1	Preliminary Hydrology Analysis		6	\$1,147.82	\$0.00		\$3,300							\$4,447.82		
3.6.2	Drainage Alternative Analysis Assessment		8	\$1,147.82	\$0.00		\$14,700							\$15,847.82		
3.6.3	Preliminary Pump Station Sizing and Configuration		2	\$459.81	\$0.00		\$12,200							\$12,659.81		
3.7	Stormwater Quality: Deferred until PS&E phase		0	\$0.00	\$0.00									\$0.00		
			0	\$0.00	\$0.00									\$0.00		
	TOTAL LABOR		356											\$0.00		
	TOTAL DOLLAR			\$ 80,636.30	\$0.00	\$0.00	\$30,200.00	\$0.00	\$58,280.00	\$0.00	\$15,930.00	\$18,574.00	\$0.00	\$183,620.30		
Task 4	Alternative Analysis		0													
4.1	Develop and Screen Initial Alternative (w/early costs)		198	\$34,253.75	\$0.00					</						

TABLE 1. *Continued*

EXHIBIT “C”

Key Personnel

D Organization Chart

All key personnel are available to the extent needed to deliver this project and will not be changed without approval from the City of Riverside.



SUBCONSULTANTS

WEBB	Albert A. Webb Associates
CAL	Calvada Surveying, Inc. (DBE)
CS	Cogstone (DBE)
EMI	Earth Mechanics, Inc. (DBE)
IDLA	Ian Davidson
MGE	MGE Engineering, Inc. (DBE)
PTS	Projectline Technology Services, Inc. (DBE)

Indicates Key Personnel

All staff are HDR unless otherwise noted.

Project Team

Firms do not deliver projects, people do. We studied the project issues to provide the City of Riverside the greatest value from a staffing perspective in executing the PA&ED and PS&E for the Third Street Grade Separation Project and partnered with the firms that have the right people, with the right knowledge developed, as well as the experience to provide the capabilities the project will demand.

Our goal is to provide the City with a project manager that has successfully managed grade separation projects, and who understands how to navigate the agency approval process. A committed and proven **Project Manager, Charles “Chuck” Christopolis, PE**, is the right person to lead this project, with over 30 years of experience in design and management. As a Project Manager and Design Manager, Chuck has successfully delivered eight grade separation projects in Southern California. His recent projects include the Vineyard Avenue Grade Separation project for the City of Ontario, where he led the completion of the environmental document and preliminary engineering (PA&ED) documents and the final PS&E documents to grade separate the existing at-grade crossing of Vineyard Avenue and the UPRR tracks, and the Magnolia Avenue Grade Separation project for the City of Riverside, where he led utility relocation and provided quality control. His in-depth knowledge of delivering grade separation projects relate to numerous service areas including project management, traffic, right of way (R/W) relocation, agency coordination (LAFCO, UPRR, cities, Caltrans, CPUC, airports, etc.), roadway, drainage and construction and staging. Chuck is supported by four key individuals with specific areas of local expertise:

Gerard Reminiskey, GISP – Track Design. Gerard has more than 30 years of experience and proven success on railroad project design delivery. His project experience encompasses the full array of railroad design tasks, including passenger stations, grade separations, quiet zone studies, grade crossing design, rail yard design, and main line track-capacity improvement projects. He held pivotal roles on grade separations, such as the Magnolia Avenue Grade Separation and the Vineyard Avenue Grade Separation, and Colton Crossing by securing CPUC authorizations and railroad design reviews. His recent experience working with the BNSF Railway on the RCTC SR-91 Design-Build Program Management project brings directly applicable experience that will benefit the Third Street Project.

Wellington Chu, PE – Structures. Wellington has over 16 years of experience, specifically with the use of reinforced

prestressed and precast concrete applications in the design of highway bridges and retaining walls as well as the use of steel in railroad bridge design. He is knowledgeable in Caltrans LRFD and LFD design procedures as well as railroad bridge design using AREMA, SCRRA and UPRR/BNSF guidelines for railroad grade separation projects. Wellington is experienced in all aspects of project delivery, including PA/ED, PS&E, design-build, program management, project management, design and analysis, plan preparation, specification writing and cost estimating. He was the task lead for the San Gabriel Valley Council of Governments (SGVCOG) Alameda Corridor, East Projects: Montebello Grade Separation, and the bridge engineer for the City of Pico Rivera, Passons Boulevard Grade Separation. For the past 9 years, he has served as a trusted advisor to SCRRA serving as the Structural Oversight for a number of projects.

Julian Hernandez, PE – Civil Design. Julian has over 13 years of experience in local street and highway design involving grade separations and improvements for different cities and for Caltrans. His experience ranges from preliminary design to PS&E and construction support. His relevant experience includes the Fairway Drive Grade Separation for the City of Industry, the Palm Avenue Grade Separation for the City of San Bernardino, and the Lakeview Avenue Grade Separation in Anaheim, Orange and Placentia. Julian lives locally and has knowledge of the area having worked on the I-10 EB TCL, I-215 University Parkway Interchange PA/ED & PS&E, and the City of Lake Elsinore, I-15 & SR-74 IC PA/ED projects. He has an intimate understanding of the guidelines and geometric design standards from the AASHTO Green Book, Caltrans Highway Design Manual, and the County of Riverside Road Improvements Standards & Specifications, as well as other local design standards.

Clint Meyer, AICP – Environmental Documents. Clint has over 18 years of experience in preparing environmental documentation pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) for a variety of public and private entities throughout California. Clint prepared and coordinated the acquisition of regulatory permits for the City of Ontario’s Vineyard Avenue Grade Separation Project and brings a diverse technical background in the environmental sciences to the project.

Resumes for our Project Manager and other key personnel are included in the Section G.

Corporate Certificate

I, _____, certify that I am the _____ Corporate Secretary for the corporation named as Consultant in the foregoing Agreement; that _____ who signed said Agreement on behalf of Consultant was then _____ of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its Governing Body and is within the scope of its corporate powers.

(Consultant)

(Corporate Seal)

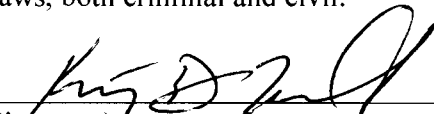
Certification of Consultant

I, HEREBY, CERTIFY that I am the Vice President, and duly authorized representative of the consulting firm of HDR Engineering, Inc., whose address is 3230 El Camino Real, Suite 200 Irvine, CA 92602, 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.

(Date)


(Signature)

Kip D. Field, Vice President
(Name and Title)

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

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolution was unanimously adopted:

"RESOLVED, that effective immediately, and until termination of said individual from the Corporation, or until rescission by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:

. . . Brent R. Felker – Executive Vice President . . .
. . . Randy N. Altshuler – Senior Vice President . . .
. . . Amy A. Gilleran – Senior Vice President . . .
. . . Thomas T. Kim – Senior Vice President . . .
. . . Kip D. Field – Vice President . . .
. . . Aaron M. Meilleur – Vice President . . .
. . . Jonny B. Rohrer – Authorized Representative . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED April 27, 2018.



Bonnie J. Kudron
Bonnie J. Kudron, Asst. Secretary

Certification of City

I, HEREBY, CERTIFY that I am the Project Manager of the City of Riverside, and that the consulting firm of HDR ENGINEERING, INC., 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.

11/7/10
(Date)

S. Patel
(Signature)

Sweta Patel, senior engineer
(Name and Title)

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