

**PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF TEMECULA AND  
CNS Engineers, Inc FOR the Murrieta Creek Bridge at Overland Drive Project PW-16-05  
[Avenida Alvarado over Murrieta Creek, Federal Aid Project No. BR-NBIL(543)]**

**THIS AGREEMENT** is made and entered into as of March 12, 2019, by and between the City of Temecula ("CITY"), and CNS Engineers, Inc, a California "S" Corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**ARTICLE I INTRODUCTION**

- A. The Contract Administrator for CITY will be Nino Abad, Associate Civil Engineer. The Project Manager for CONSULTANT will be James LU.
- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated *February 22, 2019*. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless CITY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse CITY for any expenditure, including reasonable attorney fees, incurred by CITY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of CITY.
- E. Without the prior written consent of CITY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**ARTICLE II STATEMENT OF WORK**

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. Progress report shall be submitted with each monthly billing and shall describe the work performed during the current billing period as well as the work anticipated for the next billing period. Each monthly progress report shall also provide an update on the status of major milestones tasks as well as critical path items and any potential extra work items.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the contract.

#### ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on (DATE), contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on July 1, 2024, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.

#### ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.  
  
The specified rate to be paid for equipment shall be, as listed in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full.
- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY approved overhead rate set forth in the approved Cost Proposal. In the event, CITY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by CITY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H," shall not be exceeded unless authorized by contract amendment.
- 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 Article XI 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:

Nino Abad, P.E  
City of Temecula  
41000 Main Street  
Temecula, CA 92590

- H. The total amount payable by CITY including the fixed fee shall not exceed \$1,534,794.03.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY's Contract Administrator.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### **ARTICLE VI 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.

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

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

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

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

#### **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by 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 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 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 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.

#### **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between 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 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 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 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 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.
- E. Any substitution of subconsultant(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by 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 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.

## **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. 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. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>
- B. 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 all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. 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>.
- D. The Federal “Payment of Predetermined Minimum Wage” applies to this Agreement and CONSULTANT shall comply with all applicable Federal wage requirements

## **ARTICLE XIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with 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.
- B. 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.
- C. 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.
- D. 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.

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

CONSULTANT warrants that this contract 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 contract 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.

## **ARTICLE XV PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING**

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

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

## **ARTICLE XVI 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.

#### **ARTICLE XVII 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.

#### **ARTICLE XVIII FUNDING REQUIREMENTS**

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

#### **ARTICLE XIX CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by CITY's Contract Administrator.

#### **ARTICLE XX 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 11%. 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) attached hereto and incorporated as part of the Contract. 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 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 CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY 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.

#### **ARTICLE XXI CONTINGENT FEE**

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

#### **ARTICLE XXII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will 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 contract.

#### **ARTICLE XXIII INSPECTION OF WORK**

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

#### **ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all 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 contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXV INSURANCE**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - 1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
  - 2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the CONSULTANT owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the CONSULTANT has no employees while performing under this Agreement, worker's compensation insurance is not required, but CONSULTANT shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the CONSULTANT's profession.

B. Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

1) General Liability: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The CITY, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, their officers, officials, employees or volunteers.

4) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the CONSULTANT shall within two (2) business days of notice from insurer phone, fax, and/or notify the CITY via certified mail, return receipt requested of the changes to or cancellation of the policy.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the CITY. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and approved by the CITY before work commences. As an alternative to the CITY forms, the CONSULTANT's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## **ARTICLE XXVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to CITY. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

## **ARTICLE XXVII CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR**

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

## **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.

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

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

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

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

#### **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the CITY from progress payments due the prime consultant. Retainage by the 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 CONSULTANT or subconsultants 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 subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

#### **ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

CNS ENGINEERS, INC.

JAMES LU, Project Manager

11870 PIERCE STREET, SUITE 265  
RIVERSIDE, CA 92505

CITY:

CITY OF TEMECULA

NINO ABAD, Contract Administrator

41000 MAIN STREET


TEMECULA, CA 92590


### ARTICLE XXXIII CONTRACT

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

### ARTICLE XXXIV SIGNATURES

CNS ENGINEERS, INC.

  
Name of Signer: Jong-Jiann (James) Lu  
Position: President  
Date: 2/27/2019

  
Name of Signer: Hui-Min Huang  
Position: CFO  
Date: 3/27/2019

CITY OF TEMECULA

Michael S. Naggar, Mayor

Date: \_\_\_\_\_

Attest:

Randi Johl, City Clerk

Date: \_\_\_\_\_

Approved as to Form:

Peter Thorson, City Attorney

Date: \_\_\_\_\_

[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY  
RESOLUTION REQUIRED]



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On July 27, 2014 before me, Lisa Kitadani Hoffman, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared JONG-JIANN LU AND HUIMIN HUANG  
Name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: MURRIETA CREEK BRIDGE AT OVERLAND DRIVE PROJECT PW-16-05 Document Date: Jul 27, 2014

Number of Pages: 40 Signer(s) Other Than Named Above: MICHAEL S. NAGGAR, RANDI JOHL AND PETER THORSON

**Capacity(ies) Claimed by Signer(s)**Signer's Name: JONG-JIANN LUCorporate Officer - Title(s): PRESIDENT☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_Signer is Representing: CNS ENGINEERS, INC.Signer's Name: HUIMIN HUANG☐ Corporate Officer - Title(s): CFO☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_Signer is Representing: CNS ENGINEERS, INC.

## **EXHIBIT A**

### **SERVICES AND TASKS AND SCHEDULE OF PERFORMANCE**

#### **Statement of Work**

**General Project Description:** Consultant shall provide the City with engineering and environmental phase services related to the Murrieta Creek Bridge at Overland Drive, Project Number PW 16-05 (Avenida Alvarado over Murrieta Creek, Federal Aid Project Number BR-NBIL(513) (hereinafter the "Project"). The intent of the proposed project is to design a bridge structure over Murrieta Creek connecting Overland Drive at the intersection of Enterprise Circle West on the east side of the Creek to Avenida Alvarado at the intersection of Diaz Road on the west side of the Creek. The scope of work generally includes all professional services associated with completion of the Project Approval / Environmental Document ("PA&ED") Phase and the Final Design Plans, Specification and Estimate ("PS&E") Phase. The scope of work generally includes all professional engineering services associated with completion of the Plans, Specifications and Estimates ("PS&E"), Right-of-Way Appraisal and Acquisition, Utility Relocation Coordination, and provides engineering design supports during the Construction Phase. The preparation of the contract bid documents shall comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain project approvals from various regulatory agencies.

Design of the removal of the existing low-water crossing at Via Montezuma is not included in the scope of work; however, the disposition of the low-water crossing shall be discussed in the environmental documents for consistency with the federal funding requirements.

Depending on availability of funds and Caltrans' approval and programming of funding obligation in each phase, the City will authorize the general scope of work in writing corresponding to the list of "Authorizations" and associated fees for each Authorization below. The Consultant shall only proceed with work in each Authorization, after receiving written direction from the City to proceed, and only up to the fee amounts of the Authorization(s) approved to commence work. The City will provide written direction to start each Authorization separately. This may result in the commencement of work followed by a suspension of work until further funding is approved by Caltrans and/or the City. Consultant will not charge a fee for suspension and/or recommencement of work.

1<sup>ST</sup> Authorization: Engineering and Environmental Technical Studies to support Project Approval and Environmental Documentation (PA&ED) Phase of the Project  
Total Fee: \$349,453.38

2<sup>ND</sup> Authorization: Engineering Studies and Environmental Clearances to complete Project Approval and Environmental Documentation (PA&ED) Phase of the Project  
Total Fee: \$160,862.23

3<sup>RD</sup> Authorization: Final Design Plans, Specifications and Estimate (PS&E) Phase of the Project including Utility Relocation Coordination and Regulatory Permitting to complete contract bid documents  
Total Fee: \$854,651.82

4<sup>TH</sup> Authorization: Right-of-Way Phase of the Project including preparation of legal right-of-way documents, appraisal and acquisition services  
Total Fee: \$77,586.56

5<sup>TH</sup> Authorization: Bidding and Construction Support  
Total Fee: \$92,240.04

Total Contract Amount: \$1,534,794.03

#### **Phase I: Project Approval and Environmental Documentation (PA&ED)**

## **1<sup>ST</sup> Authorization**

### **1.0 Project Management**

#### **1.1 Project Administration and Project Controls**

Consultant's project administration shall be conducted to ensure timely progress reporting and billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. Internal project coordination meetings shall be conducted monthly through office meetings, conference calls and exchange of emails, to maintain good project communication.

Schedule Control: During the project development, Consultant shall ensure that the schedule adheres to all contractual requirements. The schedule shall constantly be updated. Consultant shall work closely with the City to establish the delivery requirements.

Document Control: All design and correspondence materials shall be logged and filed according to a project-specific document control system.

Accounting and Invoicing Procedures: Consultant shall follow general City and Caltrans accounting and billing requirements. All man-hours, direct and indirect costs shall be tracked.

Cost Control: Project costs shall be verified monthly. Cost-to-date, estimated actual percent completed, and estimated budget to complete by the individual task at each invoicing period will be documented.

Quality Assurance and Quality Control: Consultant shall provide Quality Control and Quality Assurance (QC/QA) for all project documents and plans to ensure that the project moves forward to delivery as quickly as possible. The project team shall review the design documents to make sure that the development of the Preliminary Engineering Studies, Environmental Documents, and Final PS&E are consistent with the funding requirements so that the approval process is expedited.

**Deliverables**: monthly invoices, progress reports, schedule updates, document logs, and a QA/QC Plan

**Fee**: \$26,913.25

#### **1.2 Meetings and Coordination**

This task includes general management and coordination among the City, Caltrans, Consultant Team, and other key stakeholders. This task includes a Kick-Off meeting, Monthly PDT Meetings, and Focus Meetings. A meeting agenda for all meetings shall be prepared in advance. All action items listed in the meeting minutes shall be reviewed in every meeting.

**Deliverables**: meeting agendas, meeting minutes, and coordination memorandums

**Fee**: \$38,515.20

#### **1.3 Local Assistance Support**

Consultant shall assist the City in preparing a funding document to request change of the project scope, cost and schedule in accordance with the Caltrans Local Assistance Program Guidelines manual when changes of the project elements are deemed necessary during the project development. In addition, Requests for Authorization (RFA's) to proceed with preliminary engineering (final design) in accordance with Caltrans Local Assistance Procedures Manual shall be also prepared. HBP Annual Surveys shall be updated as directed by the City.

**Deliverables**: an HBP funding document to request change of project scope, cost and schedule; requests for authorization to proceed with preliminary engineering (final design)

**Fee**: \$3,809.67

### **2.0 Planning and Project Development**

#### **2.1 Data Collection and Site Reconnaissance**

Consultant shall collect available existing reports, data, as-built plans, and information relevant to the project from the City, County, and other agencies; research available assessor information to determine ownership; and identify utilities in the project area. Consultant shall gather and perform a thorough review of available drainage and street plans, drainage studies, master drainage plans, design topographic maps, aerial photographs, and other plans and reports relevant to the drainage design of the project. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns, existing design constraints, and existing /



ongoing improvements in the project area. A photo album shall be prepared to document field conditions within the project site.

**Obtain Rights of Entry:** OPC shall obtain rights of entry to support services for survey, geological, environmental and/or utility potholing for up to four (4) parcels. The task includes the following:

- Order preliminary title reports for up to four (4) parcels.
- Draft Right of Entry (ROE) documents and secure approval as to form from the City.
- Establish personal contact with property owners, wherever possible, present details of ROE.
- Negotiate with property owners and secure execution of required agreements.
- Provide regular status updates to any relevant parties associated with the Project Team.
- Facilitate any payments from the City to private property owners via mail.
- Reasonable assistance to the Project Team with special owner request and access concerns.

**Deliverables:** field review notes, photos logs, as-built plans, existing study reports, topographic and assessor maps, four (4) Right of Entry (ROE) documents

**Fee:** \$18,183.07

## **2.2 Surveys and Aerial Topographic Mapping**

Research available record information pertaining to the project including: Tract Maps, Records of Survey, Parcel maps, and Right-of-Way maps. Centerline information from these maps will be used as a basis for the survey.

ERSC shall perform a control and aerial target survey of the proposed bridge alignment and portions of Murrieta Creek including establishing Temporary Benchmarks. Consultant shall utilize existing record maps to field verify and establish street centerline control along Diaz Road, Avenida Alvarado, and Enterprise Circle West centerlines. If necessary, Consultant shall tie the survey to the horizontal and vertical control system being utilized for the design of the roadway at the northerly terminus of the bridge. Otherwise a local coordinate system and City bench mark will be used to control the project. Consultant shall utilize the services of Inland Aerial Surveys of Riverside California to provide aerial mapping and color aerial orthophoto. The topographic data will be processed at 40-scale with one-foot contours in AutoCAD Civil 3D format as a 3D surface model. The mapping limits will include the proposed bridge alignment, Murrieta Creek bed from 1,000 feet northwesterly of Winchester Road to a point approximately 1,320 feet southeasterly of the proposed bridge and also 250 feet southwesterly along Avenida Alvarado from the BCR at Diaz Road. Along the creek bed the mapping limits will extend to the property lines on the north and to the northerly right-of-way of Diaz Road on the south. An AutoCAD Civil 3D Surface Model and DTM surface of the mapped area will be provided. Consultant shall also survey the locations of visible utilities in the mapped area, and shall take ground surface measurements at the intersection of Diaz Road and Avenida Alvarado, including 100 feet northwesterly and southeasterly from the BCR and ECR along Diaz Road using cross sections. Consultant shall survey and identify the storm drain outlet invert and pipe diameter approximately 320 feet southeasterly of the proposed bridge. A typical cross section of Murrieta Creek will be taken just upstream of said outlet. Consultant shall tie out existing survey monuments that may be in jeopardy of being disturbed. Consultant shall prepare and file a corner record of these monuments with the County Surveyor. Street and creek centerlines and rights of way will be plotted from record maps and other available documents. Preliminary title reports will be ordered under Task 3.6 by OPC.

**Deliverables:** AutoCAD drawing file of the survey points collected in the field and color aerial ortho photo

**Fee:** \$21,636.09

## **2.3 Utility Research and Base Mapping**

### **Utility Research and Coordination:**

OPC will act as the primary point of contact with all Utility Owners (assume 6) and actively participate on Project Delivery/Utility Task Force Team meetings (assume 12). OPC will contact Utility Owners and verify existing utilities plotted on plans matching with Utility Owner As-built utility plans, provide to the Design Team for plotting if necessary.

### **Prepare/Update Utility Base Map:**

ERSC will coordinate and compile record data from the various utility agencies, including, but not limited to: Eastern Municipal Water District, Rancho California Water District, Southern California Gas, Southern California Edison, Charter Communications and Frontier. Once the base mapping for the project has been complete, the team will put together all existing facilities so that they can be shown in the various plans for the proposed project. Each utility will be identified by their respective owner, location and size. Depths if provided will be included; however, exact depths where necessary will be completed via potholing under Task 5.1.1.

**Deliverables:** letters to owners requesting as-built plans and introducing the project (assume 6), As-built maps from affected owners, utility base map

**Fee:** \$6,572.87

## **2.4 Traffic Study**

**Traffic Data Collection:** STC will contract with an independent data collection company to obtain peak hour and daily traffic volumes for the intersections and roadway segments within the study area. STC anticipates 5 intersections and 5 roadway segments that will need data collected. Peak hour volumes will be collected between 7 and 9 AM and between 4 and 6 PM on a typical weekday. Volume data will include automobile volumes, pedestrian activity, and bicycles. Daily traffic volumes will be collected for a 24-hour period on a typical weekday and will include speed and volume data.

**Traffic Impact Analysis:** STC shall prepare a Traffic Impact Analysis (TIA) for the proposed improvements for CEQA documentation. The study will address the changes in traffic volumes and patterns in the immediate vicinity. STC will review the previous traffic impact study to address consistency findings. STC will conduct field observations to ensure to monitor the operations of the study intersections. STC will prepare field notes to document the existing geometry, traffic signal operations and identify any physical conditions that would affect intersection or roadway segment capacity.

STC anticipates that the following intersections and roadway segments will be studied as part of the TIA. The intersection and roadway segments will be finalized with the City prior to commencing the traffic study.

### **Intersections:**

- Winchester Road / Diaz Road
- Winchester Road / Enterprise Circle West
- Diaz Road / Avenida Alvarado
- Overland Drive / Jefferson Avenue
- Overland Drive / Commercial Center Drive

### **Roadway Segments:**

- Diaz Road from Winchester Road to Avenida Alvarado
- Diaz Road south of Avenida Alvarado
- Avenida Alvarado west of Diaz Road
- Overland Drive from Jefferson Avenue to Commercial Center Drive
- Enterprise Circle West from Winchester Road to Rider Way

Using the data collected, STC will build a Synchro model to evaluate the existing conditions intersection operating conditions. The HCM 2010 methodology will be used unless otherwise directed by City of Temecula. The analysis conducted by STC will comply with the City of Temecula traffic impact study requirements. This task shall include the AM/PM peak hour and daily traffic volumes at the study locations, trip generation and trip distribution rate calculations using the latest ITE trip generation rates, intersection level of service analysis, roadway segment level of service analysis, an analysis of the access and circulation for the proposed improvements, and signal warrant analysis for Diaz Road / Avenida Alvarado-Overland Drive and Overland Drive / Enterprise Circle West.

In addition to a TIA, a Traffic Management Plan (TMP) will be developed to mitigate traffic impacts resulting from the construction of the bridge over Murrieta Creek. This planning document will detail how to safely and

efficiently guide all roadway users including vehicles, pedestrians, workers, and bicyclists, around the impacted work zones.

**Deliverables:** Traffic Impact Analysis (Drafts and Final), Traffic Management Plan (Drafts and Final)

**Fee:** \$26,740.55

### **3.0 Preliminary Engineering Design (Approximately 30% Design Level)**

#### **3.1 Preliminary Geotechnical Design Reports**

##### **3.1.1 Update Bridge Foundation Report**

An updated bridge foundation report will be prepared based on existing field and laboratory testing based on Kleinfelder's Geotechnical Investigation Report dated December 30, 2008, and analyses will be performed in accordance with most current Caltrans guidelines and requirements. This report for the bridge type selection study will specially address/verify the foundation type and lateral spreading issue or required ground improvement options.

**Deliverables:** Updated Preliminary Bridge Foundation Report

**Fee:** \$9,307.65

#### **3.2 Roadway Geometric Approval Drawings (GAD's)**

ERSC shall compare the 2008 roadway plans (PW 00-26) to the current project extending Overland Drive between Commerce Center Drive and Enterprise Circle West (PW16-06). ERSC will analyze the new improvements to minimize impacts to any of the current work being completed, and will adjust the horizontal and vertical alignments to match the existing improvements.

The proposed alignment shall be in accordance with the City of Temecula requirements and design guidelines as well as Caltrans HDM design criteria. Typical cross sections will be provided as will the identification of existing rights-of-way and property lines to determine any needed right-of-way. Based on the approximately 30% design plans, a Preliminary Right-of-Way Map will be generated. All street plans are assumed to be at 1"=40'.

**Deliverables:** Geometric Approval Drawings (30% Complete Plans), Preliminary Cost Estimate, Preliminary Right-of-Way Requirements Map

**Fee:** \$26,274.57

#### **3.3 Preliminary Roadway Drainage Plans**

ERSC shall prepare drainage design for both on and off structure drainage in accordance with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) design standards. Review any available hydrology reports and will prepare a Hydrology & Hydraulic Report in conformance with Riverside County and City requirements to determine the amount of drainage tributary to the project area and to review the capacity of the existing drainage facilities.

ERSC shall review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Additionally, ERSC shall utilize field survey data to delineate existing drainage pattern runoff tributary areas to the site. An existing condition hydrology calculation will be performed to determine the run-off for the various drainage facilities for the project. Rational Method hydrology calculations will be prepared in accordance with the requirements of the RCFC&WCD Hydrology Manual. A preliminary hydraulics analysis will also be performed to determine the hydraulic function and size of the facilities.

**Deliverables:** Drainage Design Report, 30% Drainage Plans are shown on the GAD

**Fee:** \$16,154.31

#### **3.4 Floodplain and Bridge Hydraulic Study**

ERSC shall perform a hydrologic analysis for the 100-year protection for the bridge structure with 2 feet of freeboard for a 50-year return flood. ERSC will utilize Riverside County Rational Methods for computing pea

flows on small, mostly urban watersheds. The interface includes the capability to combine runoff from multiple basins.

ERSC shall perform hydraulic backwater model analysis using HEC-RAS River System Surface Profiles in rivers (Corps of Engineers) Computer Program for Murrieta Creek. The analysis shall include: existing conditions model through the project site and post project conditions model. The analysis compares the water surface elevations calculated for the 100-year flood (Q100) and Q50 for the two conditions.

ERSC shall prepare a scour analysis for the type of bridge proposed, which will consist of: Contraction scour, Long-Term scour, and Abutment scour through the bridge opening. ERSC shall prepare the necessary studies, plans, and investigation as required to obtain a waterway permit for the new structure. This task will include coordination with RCFC&WCD.

**Deliverables:** Hydrologic Analysis Report, Hydraulic Analysis of the Proposed Bridge, Scour Analysis Report  
**Fee:** \$10,097.95

#### **4.0 Environmental Documentation**

##### **4.1 Preliminary Environmental Study (PES)**

In accordance with current Caltrans Guidelines, Rincon shall prepare a PES for the project in support of the engineering and design services to be provided by the design team. Rincon shall meet with City staff, design project engineer, and 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, Rincon shall review existing information and participate in a field review of the project site with the project engineer, the City, and Caltrans. Rincon shall prepare a draft PES form (using the standard Caltrans form) prior to the site meeting with the project engineer, the City, and Caltrans. The draft PES shall be reviewed and revised, if necessary, per discussions at the field meeting. Then, the PES shall be submitted to Caltrans for signature and distribution to the project team. Rincon's technical staff shall attend one field meeting (site visit) as required by Caltrans to discuss possible environmental issues with its staff.

**Deliverables:** Draft PES, Two rounds of comments, Final PES  
**Fee:** \$14,207.52

##### **4.2 Noise Study**

The initial noise analysis presented in the 2012 Mitigated Negative Declaration (MND) did not reference a focused noise technical report. As a result, it is recommended that the team of Rincon noise specialists coordinate closely with Caltrans to align with the Caltrans updated Noise Protocols to ensure compliance along with consistencies for the Traffic Noise Model (TMN 2.5). The noise study report will follow the updated Caltrans annotated outline. It is anticipated that the overall conclusions from the previous noise analysis will not change substantially but will be updated to reflect new Caltrans format and model changes.

The proposed project will have various components that will require agency coordination and agreement on the approach and methodology used to conduct the noise analysis, the input data that will be utilized (future traffic projections), the no-build alternatives that will be analyzed, the number of sensitive receptors, the projects that will be considered as part of the cumulative impacts review, outlining the process for a preliminary noise abatement decision, communication protocols, etc. It is important to map out a course of action that articulates the basis on which the noise analysis will proceed and identify areas that will require agency decision-making. A noise workplan shall be developed that will outline the scope of the analysis, models that will be used, regulatory guidance and methodology used for assessing noise impacts, location of receptors, deliverables that will be presented, etc. The noise work plan shall be presented to Caltrans to gain concurrence on the noise study methodology, approach and input data, alternatives, analysis years that will be used to produce the final noise study for the Project. The Caltrans protocol applies to the assessment and disclosure of potential impacts of project as required by NEPA/CEQA. The traffic noise impact analysis shall include the following for each of the identified alternatives under consideration.

#### Conduct On-Site Monitoring of Sensitive Receptors

A reconnaissance of the project area shall be conducted to determine existing land use activities, developed lands, and undeveloped lands for which development is planned, designed or programmed, which may be affected by noise from the proposed Project. A listing of sensitive receptors and associated noise measurement sites shall be provided in the work plan for review and approval. The selection of sensitive receptors and noise measurement sites shall follow the guidance provided in the Caltrans TeNS document.

#### Noise Abatement Evaluation

In accordance with FHWA and Caltrans requirements, noise abatement measures shall be considered at locations along the alignments where traffic noise impacts are predicted. If traffic noise impacts are predicted at the sensitive receptors, noise abatement measures must be evaluated at these locations. Other considerations such as topography, access requirements, other noise sources and safety considerations shall be included as part of the feasible review. Those sensitive receptors that are determined to be feasible shall undergo a reasonableness review. The preliminary decision of providing noise abatement for exteriors of residential areas in activity Category B is made from the reasonable allowance per benefited residence.

The existing noise study report shall be updated to reflect the most recent Caltrans guideline as well as summarizing the findings from the updated traffic noise analysis.

**Deliverables:** Draft Noise Study Report, Two rounds of comments, Final Noise Study Report

**Fee:** \$8,872.87

#### **4.3 Air Quality and Greenhouse Gas Studies**

As needed Rincon shall update the air quality analysis technical study and global climate change documentation consistent with Caltrans SER guidelines, to include a discussion on the current status of the California Clean Air Act and the South Coast Air Quality Management District (SCAQMD) *2016 Air Quality Management Plan (AQMP)*. Existing pollutant data shall be obtained from the nearest SCAQMD monitoring station.

Emission factors shall be based on the use of the U.S. EPA 42 emission factors. Consistency with the *2016 Air Quality Management Plan (AQMP)* shall be evaluated based upon Conformity Analysis criteria for public works projects. Rincon shall evaluate the proposed project's impacts to long-term mobile source air toxics (MSAT) using the *Interim Guidelines on Air Toxic Analysis in NEPA Documents* (FHWA, September 2009). In addition, Rincon shall discuss the proposed project's impact on global warming and climate change.

Construction would occur during implementation of the proposed project. Air quality impacts from demolition, grading, and construction sources shall be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), equipment emission factors approved by the EPA (AP-42 Handbooks), horsepower, load factor, and percentage of time in use. Exhaust and dust emissions from worker commutes and equipment travel shall be calculated based on available information regarding these activities. Fugitive dust (PM<sub>2.5</sub> and PM<sub>10</sub>) emissions would result from wind erosion of exposed soil and soil storage piles, grading operations, and vehicles traveling on paved and unpaved roads. Emissions associated with asphalt paving shall be calculated when specific data are available. Emission factors included in the SCAQMD's CEQA Air Quality Handbook shall be used for construction dust emission estimates. These emissions shall be calculated based on construction information available and provided to Rincon.

**Deliverables:** Draft Air Quality Report including Greenhouse Gas Analysis, Two rounds of comments, Final Air Quality Report including Greenhouse Gas Analysis

**Fee:** \$9,187.03

#### **4.4 Hazardous Materials**

Leighton shall review the previously submitted Initial Site Assessment (ISA) Report/Environmental Initial Study, if any, and prepare an updated ISA report evaluating current potential hazardous waste and recognized environmental conditions (RECs) on and around the proposed bridge right-of-way to develop detailed understanding of environmental conditions within the acquisition parcels, if any, and existing right-of-ways for further development of a comprehensive Preliminary Site Investigation (PSI) Workplan, if required. The proposed ISA shall be performed for the bridge alignment in general accordance with the current ASTM

"Standard Practice for Environmental Site Assessments: *Phase I Environmental Site Assessments Process E 1527-13*". The document shall also be prepared under the ISA guidelines discussed in Chapter 18 of the Caltrans Project Development Procedures Manual, dated February 28, 2006.

**Deliverables:** ISA Checklist for PES and Phase I Initial Site Assessment to support the CEQA IS/MND  
**Fee:** \$5,221.82

#### **4.5 Water Quality Assessment**

ERSC shall prepare a Water Quality Assessment Report (WQAR) for Caltrans review and approval. The purpose of the document is to describe existing water resources, determine potential project impacts and whether they would be adverse based on the preliminary project data. The WQAR shall discuss increases to impervious area, potential increases in runoff volumes and the amount of water that can be assumed to infiltrate into the ground. The water quality study shall also address pollutants of concern which could be carried by surface flows into local drainages and how these can be potentially mitigated. The study shall also review the feasibility of any potential improvements.

The purpose of the WQAR is not to provide a determination of the significance of the project and its impacts on local surface and ground water, but instead to provide a landscape for the CEQA/NEPA document to allow for an appropriate determination.

**Deliverables:** Draft and Final WQAR Document (Caltrans Template)  
**Fee:** \$6,625.32

#### **4.6 Floodplain Location Hydraulic Study (LHS) and Summary of Floodplain Encroachment Report (SFER)**

ERSC shall use data previously analyzed and documented in the 30% stage to complete the necessary LHS and SFER forms for Caltrans Review and Approval.

**Deliverables:** Completed LHS and SFER forms for Caltrans Review and Approval  
**Fee:** \$3,325.44

#### **4.7 Biological Resources Study (NES-MI)**

Rincon shall review the current Habitat Assessment for the proposed Project and related surveys for the Project prepared in 2012 & 2013 to determine the need to comply with current Caltrans SER for the development of the Natural Environmental Study – Minimal Impact (NES-MI). In order to complete this task, field surveys and mapping of existing conditions shall be conducted.

Rincon shall conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (California Department of Fish and Wildlife, only the locality record numbers) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2007), will be examined. In accordance with Caltrans guidelines, Rincon shall submit a letter to the U.S. Fish and Wildlife Service requesting a list of threatened and endangered species known from the project vicinity. The results of the records search shall be summarized in a table and included in the NES-MI. The Biological Study Area (BSA) shall be determined through coordination with a Caltrans Biologist. The fieldwork shall be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources presents on site, including plants and plant communities, shall be mapped to ensure the proper level of documentation is a NES-MI. The following criteria will need to apply:

- Of limited scope and impact.
- Minor A or B projects that do not require consideration of both context and intensity.

(a) Context. The significance of an action must be analyzed in different circumstances, such as society as a whole (human, national), the affected region, the affected interests, and the locality. An impact's level of significance varies with the setting (context) of the proposed action. For instance, in the case of a site-

specific action, significance would usually depend upon the effects in the locale rather than in the world as a whole. Both short-term and long-term effects are relevant.

(b) Intensity. The intensity of an impact refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:

- Not ordinarily intended for projects involving listed species.
- May be used in conjunction with cumulative project impacts where the biological issues are limited to those covered in the NES-MI.

A jurisdictional delineation, described below, will be conducted as part of this NES-MI. Additional focused surveys that may be required are described in the Potential Additional Technical Studies section below.

The Rincon Team shall prepare an NES-MI that shall include a description of the field methods used and the results of the biological evaluation of the project area. The report shall include a list of plant and animal species present within the project area and a general description of the plant communities occurring.

#### Field Surveys/Mapping:

The Rincon Team shall conduct habitat assessments and protocol-level surveys to provide current supporting data to confirm the conclusions provided in the existing habitat assessment. The Rincon Team biologists hold the necessary permits to perform surveys for the required special-status species.

The City's existing mapping shall be used to the extent possible to ensure that needs are met by The Rincon Team's Computer-Based Mapping through utilizing image analysis, Geographic Information Systems (GIS), and Computer-Aided Design (CAD). Systems should be integrated to provide the most effective and efficient solutions to complex mapping and analytical problems.

#### Biological Agency Coordination:

The Rincon Team shall coordinate biological issues with the resource agencies, including project impacts to least Bell's vireo and other species that contributes to the conservation of Covered Species, proposed mitigation for impacts to sensitive species and habitats in association within the Subunit 1 (Murrieta Creek) of the Western Riverside Multi-Species Habitat Conservation Plan (MSHCP), mitigation success criteria, long-term monitoring plans and development of discretionary permit conditions. It is anticipated that agency coordination will be required, response to agency concerns voiced in those meetings, and initial development of mitigation requirements.

**Deliverables:** Draft NES-MI including the Jurisdictional Delineation, Two rounds of comments, Final NES-MI including the Jurisdictional Delineation

**Fee:** \$9,522.74

#### Focused Species Surveys:

**4.7.1 Rare Plant Surveys:** An initial rare plant survey shall be conducted in the study area concurrent with the updated general biological survey. An updated search shall be conducted for those species that are listed as threatened or endangered by the USFWS or the CDFW; those with a Rare Plant Rank 1 through 4 designated by the California Native Plant Society (CNPS). Special status plant species that are encountered shall be mapped using a hand-held Global Positioning System (GPS) unit and/or on an aerial photograph.

**Deliverables:** Rare Plant Surveys Data for supporting NES-MI

**Fee:** \$7,143.18

**4.7.2 Burrowing Owl Survey:** Rincon biologists shall conduct a nesting season survey for the burrowing owl in accordance with the survey guidelines in the CDFW 2012 Staff Report on Burrowing Owl Mitigation (CDFW 2012). Four site visits shall be made from April 9 through July 3, 2019 by teams of two biologists to survey potential burrowing owl habitat (i.e., non-native grassland, disturbed habitat, and scrub communities where the shrub cover is sparse) where it occurs in the study area and 500 feet beyond. Some of the potential burrowing

owl habitat in the survey area shall be inspected with the aid of binoculars due to restricted access to private property.

The biologists shall create transects through areas of potential habitat where it is legally accessible. Fence posts, rocks, and other possible perching locations, as well as mammal burrows (especially those of California ground squirrel [*Otospermophilus beecheyi*]) potentially suitable for use by burrowing owls are inspected and mapped with a hand-held GPS unit. These burrows are specifically searched for sign of recent burrowing owl occupation including pellets with regurgitated fur, bones, and insect parts; white wash (excrement); and feathers. In addition, structures such as concrete culverts/piles, wood debris piles, trash piles, and openings beneath cement or asphalt pavement that are present are checked for burrowing owl sign. The report of findings for the burrowing owl survey is included as an appendix to the Biological Resources Study.

**Deliverables:** Burrowing Owl Survey Data for supporting NES-MI

**Fee:** \$9,553.48

**4.7.3 Least Bell's Vireo Survey:** Rincon biologists shall conduct a survey for the least Bell's vireo in accordance with Least Bell's Vireo Survey Guidelines (USFWS 2001). The survey consists of eight site visits made from April 25 through July 14, 2019. The survey area consists of potential least Bell's vireo riparian habitat (i.e., southern willow riparian forest and patches of associated coast live oak woodland and mule fat scrub) within a section of Murrieta Creek upstream and downstream crossing of the creek. The survey shall be conducted by walking along the edges of, as well as within, potential least Bell's vireo habitat while listening for least Bell's vireo vocalizations and while viewing birds with the aid of binoculars. All least Bell's vireo locations, along with other special status riparian bird species locations (and those of the brown-headed cowbird [*Molothrus ater*; a nest parasite] shall be mapped on an aerial photograph. The report of findings for the least Bell's vireo survey is included as an appendix to the Biological Resources Study.

**Deliverables:** Least Bell's Vireo Survey Data for supporting NES-MI

**Fee:** \$10,805.02

#### **4.8 Jurisdictional Waters and Wetland Delineation and Assessment**

The Rincon Team shall perform a jurisdictional delineation to determine jurisdictional "Waters of the United States" and "Waters of the State" (including wetlands), located within the boundaries of the proposed impact areas. This task includes time for one (1) site visit to document existing conditions and jurisdictional areas. The delineation will result in:

- a) a determination of the Corps' ordinary high-water mark (OHWM) and indicate the existence of any three (3) parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the September 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). The delineation findings will be based on the assumption that a Preliminary Jurisdictional Determination will be pursued with the Corps;
- b) the CDFW's jurisdiction being identified via the top of bank of the on-site streambed or to the outer drip line of riparian vegetation (if present) pursuant to the 1994 CDFW Field Guide to Lake and Streambed Alteration Agreements;
- c) in cases where isolated waters are present; the JD will identify areas under the jurisdiction of the Regional Board.

Once Rincon conducts a site visit and the project site baseline information is obtained, Rincon shall prepare a comprehensive written report discussing on-site jurisdictional areas. The JD report shall be consistent with the most recent Caltrans SER *Wetland Delineation and Assessment Report Format 2008* guidelines and incorporated into the NES-MI.

**Deliverables:** Draft Jurisdictional Delineation to be appended to the NES-MI, Two rounds of comments, Final Jurisdictional Delineation to be appended to the NES-MI

**Fee:** \$7,313.27



#### **4.9 Section 4(f) (DE Minimis)**

The project site has a bike trail on the west bank, so the Rincon team shall work closely with the project team to determine the potential to impact this Section 4(f) resource. However, based on the preliminary assessment, the uses do not trigger the provisions of Section 4(f). Upon consultation with the City and Caltrans, it may be requested that a formal Section 4(f) evaluation be completed for the project. If necessary, the Rincon Team will, prepare a Section 4(f) Evaluation, with the anticipation of a De Minimis Findings. The Section 4(f), De Minimis Findings report will be prepared consistent with the requirements detailed in the Caltrans SER Guidelines.

**Deliverables:** Draft De Minimis Findings Letter Report, Two rounds of comments, Final De Minimis Findings Letter Report

**Fee:** \$5,767.94

#### **4.10 Visual Resources Technical Memorandum**

The Rincon Team shall update the Visual Analysis, consistent with Caltrans SER Guidelines and format requirements to prepare a Visual Impact Assessment (VIA). Rincon shall start the process by preparing the Caltrans VIA checklist to identify the appropriate VIA. The assumption is that an abbreviated VIA will need to be prepared. This Visual Analysis Assessment will briefly describe project features, impacts and any avoidance and minimization measures. Visual simulations would be optional and are not included in this task. The Visual Analysis will characterize the existing aesthetic environment and visual resources to establish a baseline for comparison of how views of the site may be altered with project implementation. The current visual technical study utilized FHWA guidelines for visual studies and prepared the current CEQA document to show how it would be treated under NEPA as well. The current Initial Study did not evaluate the existing character therefore the Rincon team will develop a checklist to evaluate impacts that concentrate on the rail detail and barrier design elements to assure that a "standard looking freeway bridge" is not the only potential outcome.

**Deliverables:** Visual Impact Checklist, Draft Abbreviated Visual Impact Assessment, Two rounds of comments, Final Abbreviated Visual Impact Assessment

**Fee:** \$5,513.73

#### **4.11 Cultural Resources Study**

The project is not located in an area known to have high sensitivity for prehistoric archaeological resources. No archaeological sites were formally recorded during the *Phase I Cultural and Paleontological Resources Assessment* completed in 2012. As part of the project update, Rincon shall conduct a re-check at the Eastern Information Center (EIC), California Points of Historical Interest (PHI), California Historical Landmarks (CHL), the CRHR, the NRHP and the California State Historic Resources Inventory (HRI).

While cultural resources are not specifically known to exist within the Area of Potential Effect (APE), the project vicinity, i.e., there have been 29 cultural resource investigations completed within one mile. In addition, the Pechanga Band of Luiseno Indians identified that at least three place name sites are located nearby. Any potential to shed further light on this important issue and other important issues related to the prehistory and history of the region cannot be overlooked.

Archaeological monitoring is recommended for earth moving activities and Native American monitor should also be present. The Rincon Team shall review the cultural resources discovery plan outlining the methods for dealing with potential archaeological discoveries should they be encountered during construction.

Based on background research on the cultural resources analysis prepared for the project the existing APE boundary includes all areas of project disturbance. As such it is not anticipated that additional cultural resources analysis will be required. However, if the APE is altered in any from what was included within the previously prepared APE, additional analyses is anticipated. Subsequent focused studies would be conducted as warranted.

#### **Deliverables:**

- Cultural Resources Study Reports (APE/HPSR/ASR) Draft Area of Potential Effect
- Three rounds of comments
- Final Area of Potential Effect (APE)

- Draft Historical Properties Survey Report
- Two rounds of comments are included in this task.
- Final Historical Properties Survey Report
- Draft Archeological Survey Report
- Two rounds of comments are included in this task.
- Final Archeological Survey Report

**Fee:** \$24,998.34

**Other Direct (Reimbursable) Cost:** \$17,190.50

## **2<sup>ND</sup> Authorization**

### **1.4 Project Administration and Project Controls**

Project Administration and Project Controls continue as described in the 1<sup>ST</sup> authorization phase of the project.

**Deliverables:** monthly invoices, progress reports, schedule updates, and document logs

**Fee:** \$11,534.25

### **1.5 Meetings and Coordination**

Meetings and Coordination continue as described in the 1<sup>ST</sup> authorization phase of the project.

**Deliverables:** meeting agendas, meeting minutes, and coordination memorandums

**Fee:** \$16,506.51

### **1.6 Local Assistance Support**

Local Assistance Support continues as described in the 1<sup>ST</sup> authorization phase of the project.

**Deliverables:** an HBP funding document to request change of project scope, cost and schedule; requests for authorization to proceed with preliminary engineering (final design), right-of-way, utility relocation, and construction

**Fee:** \$3,809.67

## **3.0 Preliminary Engineering Design (Approximately 30% Design Level)**

### **3.1 Preliminary Geotechnical Design Reports**

#### **3.1.2 Prepare a Roadway Geotechnical Design Report**

A Roadway Geotechnical Design Report (GDR) will be prepared based on existing field and laboratory testing based on Kleinfelder's Geotechnical Investigation Report dated December 30, 2008, and analyses will be performed in accordance with most current Caltrans guidelines and requirements.

**Deliverables:** Updated Preliminary Bridge Foundation Report and Roadway Geotechnical Report

**Fee:** \$8,478.69

### **3.5 Bridge Type Selection Study**

Based on the final approved roadway geometric design under Task 3.2, CNS shall prepare preliminary bridge design in 30% completion level including performing preliminary structural design and seismic analyses in accordance with Caltrans bridge design standards. The preliminary structure study shall be summarized in a Bridge Type Selection Report (BTSR). In addition to the structure-related discussion, the BTSR shall include summary of engineering studies in various disciplines including falsework (if required), utility relocation, stage construction, constructability-related topics, and geotechnical evaluation. This step of bridge type selection shall be completed before extensive bridge design work for final PS&E is performed. The 30% bridge type selection design shall include a bridge general plan, a foundation plan, detailed cost estimates and other pertinent information needed to determine the proper structure type. Consultant shall submit the BTSR to the City for forwarding to Caltrans Structures Local Assistance (SLA) for review and concurrence.

**Deliverables:** Bridge Type Selection Report and Response to Caltrans Review Comments

**Fee:** \$65,595.24

### **3.6 Preliminary Right of Way Cost Estimates**

OPC shall secure preliminary design plans/maps, as well as a list of impacted parcels and the square footages associated with each right of way impact. OPC shall use this information to estimate and analyze right-of-way impacts, direct and indirect. Based on the preliminary information provided by the design team, four (4) parcels are potentially impacted. OPC shall review findings with the Project Team for consensus understanding of impacted properties prior to any cost estimate preparation. Once a general understanding of market values is determined and applied to the subject properties, the cost study will estimate the probable values of land and any impacted improvements, as well as associated damages and cost-to-cure remediation costs, if applicable. OPC shall then work closely with the project team, securing any pertinent information (i.e. utility information sheets) to complete the latest Caltrans Right-of-Way Data Sheet according to the Caltrans Right-of-Way Manual and all applicable findings. The Scope of Work necessary to complete the preliminary right-of-way cost estimate and corresponding Caltrans Right-of-Way Data Sheet for each of the design alternatives, as required by the Caltrans Right-of-Way Manual, is as follows:

1. Take an inventory of the affected properties.
2. Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
3. Visually inspect each property (aerial and street-level views based upon Google Earth and other available internet resources) and note the effects of all proposed acquisitions.
4. Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
5. Review proposed project design right of way impacts with Project Design Team for consensus prior to cost estimate preparation.
6. Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including damages to the remaining parcel, using created data sets from various real estate value databases.
7. Prepare an estimate of the probable relocation assistance (if applicable) for each non-residential occupant located on each property.
8. Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.
9. Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
10. Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
11. Prepare the latest Caltrans Right-of-Way Data Sheet (including utility portion) in accordance with the Caltrans Right of Way Manual.
12. Provide QA/QC of final work product, submit to client and other Project Team members and respond to inquiries.

13. If necessary, provide two (2) sets of revisions (up to two (2) hours each for the right-of-way engineering analyst position) assuming that any changes to alternative designs are minimal, and does not result in changes to the type of acquisition (i.e. temporary easement to permanent partial fee, etc.), and that revisions are performed no later than six (6) months following the original estimate.

This task includes obtaining preliminary title reports for the impacted parcels.

**Deliverables:** Right of Way Impacts Report and Right of Way Cost Estimates/Data Sheets

**Fee:** \$3,162.36

#### **4.0 Environmental Documentation**

##### **4.12 NEPA Categorical Exclusion (CE) Coordination**

Consultant assumes the appropriate compliance with the National Environmental Policy Act will be a Categorical Exclusion (CE). Consultant shall coordinate with Caltrans in preparing the CE for NEPA compliance, including preparing the Environmental Commitments Record (ECR).

Rincon will provide all necessary support documents for Caltrans to issue a NEPA CE. Rincon will assist Caltrans in the completion of the federal process that would include preparation of the Mitigation Monitoring Program (MMP)/Environmental Commitment Record (ECR) for agency use.

**Deliverables:** NEPA CE with ECR by Caltrans, Coordination with Caltrans, Draft Environmental Commitments Record, One round of comments, Final Environmental Commitments Record

**Fee:** \$11,004.51

##### **4.13 Draft CEQA IS/MND**

The Rincon Team shall incorporate the purpose and need/project description from prior task(s) and the technical studies into the screencheck document. Based upon available data, Rincon shall prepare sections for land use and community impacts, public safety, public services, recreation, and utilities. Rincon shall rely on the engineering team's geotechnical and hydrology information. The Initial Study (IS) shall determine the following:

- Whether the project will have any significant adverse effects on the environment under both State and Federal standards

- What potential mitigation measures are appropriate for such impacts

- Whether the mitigation measures reduce all impacts below a level of significance

The Rincon Team shall provide the Draft IS to agencies for review and comment, then revise it in response to the agencies' comments; then, a revised Draft IS will be provided to the agencies for review and comment, and it will be revised again in response to the agencies' comments.

**Deliverables:** Draft CEQA IS/MND, Draft Initial Study, Two rounds of comments

**Fee:** \$18,675.17

##### **4.14 Circulate Draft IS/MND**

This task includes attending a public meeting, if required and preparing the Notice of Availability to adjacent property owners. It is assumed that the City will coordinate public noticing via the newspaper or other media to advertise the public comment period.

Based on the previous task, Rincon will draft the IS for public review. The critical objective of the IS is to provide the general public and responsible agencies with the means to participate in the environmental process via written comments on issues addressed in the IS. Rincon shall prepare the requisite public notices under State and federal law for distribution of the IS. Rincon shall prepare the requisite number of copies of the document itself, accompanied by its technical documents; most copies likely will be in a CD format. Rincon shall coordinate the preparation of the distribution list with the City and Caltrans, and shall distribute the document.

**Deliverables:** Post Public Review Draft Initial Study, Two rounds of comments

**Fee:** \$7,267.66

#### **4.15 Respond Comments and Prepare Final IS/MND**

At the close of the public review period for the IS, Rincon should meet with City staff to review any received comments on the IS and to discuss potential responses to these comments. Then, Rincon shall formulate responses to the comments and submit the response document to the agencies for review and comment. The agencies' comments will be incorporated into the Response to Comments document, which will be submitted to the City as an appendix to the IS for use in City Council Meeting. Rincon would also prepare the draft Mitigated Negative Declaration (MND) Sheet for attachment to the IS.

Following public review of the IS, a Mitigated Negative Declaration (MND) will be prepared by Rincon.

**Deliverables:** filing with the State Clearinghouse and the Riverside County clerk, Draft Responses to Comment Matrix, One round of comments, Final Responses to Comment Matrix, Final Mitigated Negative Declaration

**Fee:** \$14,828.17

### **3<sup>RD</sup> Authorization**

#### **Phase II: Final Design Plans, Specifications and Estimate (PS&E)**

##### **Project Management**

##### **1.1 Project Administration and Project Controls**

Project Administration and Project Controls continue as described in Phase I.

**Deliverables:** Monthly invoices, progress reports, schedule updates, document logs

**Fee:** \$38,447.50

##### **1.2 Meetings and Coordination**

Meetings and Coordination continue as described in Phase I.

**Deliverables:** meeting agendas, meeting minutes, and coordination memorandums

**Fee:** \$55,021.71

##### **1.3 Local Assistance Support**

Local Assistance Support continues as described in Phase I.

Consultant shall assist the City in preparing Requests for Authorization (RFA) to proceed with Right of Way, Utility Relocation, and Construction in accordance with Caltrans Local Assistance Procedures Manual (LAPM). Consultant shall provide technical support and attend up to two (2) meetings with the City and Caltrans District 8 Local Assistance as required to discuss the funding authorization matters. HBP Annual Surveys shall be updated as directed by the City.

**Deliverables:** RFA to proceed with Right of Way, Utility Relocation, and Construction.

**Fee:** \$10,893.56

#### **Final Design Reports and Studies**

##### **5.1 Utility Coordination**

The proposed construction plans indicate that several utilities may be impacted by the project. Most Utility Owners prefer to be at a depth of four feet below finished grade. The proposed construction will raise the profile of Diaz Rd. and Enterprise Circle to a point where some of the impacted Utility Owners may desire a relocation to match the proposed grade. Another possible impact is the addition of a new storm drain as there are a number of large diameter water pipelines in the area that require, per Code regulations, a minimal distance from sewer and storm drain facilities. OPC shall perform the following utility coordination:

1. Review and verify with the Design Team what facilities are in conflict based on the results of the potholing.

2. Coordinate and assist the Design Team with the preparation of the utility conflict matrix for the project
3. Issue the Relocation Claim Letter to Utility Owner. (Est. 6)
4. Coordinate and plan with the utility owners and their designers as needed to discuss project design, conflict, relocation alternatives, and resolution to conflict (Est. 15 meetings including field meetings).
5. Determine liability for the utility conflicts that are impacted by the project (Est. 15 conflicts). Clearly document findings in the Caltrans required Report of Investigation.
6. Prepare Utility Agreements (UA's) for any Utility Owner who has prior rights or would like the winning bridge contractor to perform their relocation for them (Est. 2 UA's).
7. Issue Notice to Owner to relocate (Est. 6).
8. Work with the Project Manager and Utility Owners to ensure the approved Utility Relocation Plan is compatible with City permit requirements. Assist Utility Owners in obtaining needed permit to perform relocation if necessary.
9. Prepare the utility portion of the Caltrans required Right-of-Way Certification Document.

**Deliverables:** Relocation Claim Letters, Reports of Investigation, Utility Agreements, Notice to Owner to Relocate, Utility Portion of RW Certification.

**Fee:** \$46,787.83

#### 5.1.1 Utility Potholing:

1. Coordinate potholing plan and meet with the Design Team and the Utility Owners to confirm the final location of facilities requiring potholing.
2. Issue Notice to Owner for Potholing (Est. 6 Notices).
3. Coordinate potholing operation with utility owners, Design Team, and potholing contractor (OPC Sub) and survey team (CNS sub) (Est. 14 potholes).
4. Review and verify with the Design Team what facilities are in conflict based on the results of the potholing.

**Deliverables:** Notice to Owner for Potholing; Testhole Data Summary and Testhole Data Reports

**Fee:** \$33,779.44

#### **5.2 Final Geotechnical Design Reports**

Leighton shall prepare final geotechnical reports in accordance with most current Caltrans guidelines and requirements. Leighton shall also prepare Log of Test Borings (LOTB's) plans based on existing borings logs for inclusion with the final bridge design plans. No additional borings are anticipated.

**Deliverables:** Final Geotechnical Reports (Bridge and Roadway)

**Fee:** \$10,370.80

#### **5.3 Supplemental Design Surveys**

ERSC shall prepare a potholing map to be used for utility surveying in the field. During potholing, the survey team shall establish the potholing location and record elevations of any utilities located. Potholing data shall be transferred to the base map for use in design.

**Deliverables:** Horizontal and Vertical of each utility pothole  
**Fee:** \$3,738.00

#### **5.4 Storm Water Pollution Prevention Plan (SWPPP)**

ERSC shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in compliance with the National Pollution Discharge Elimination System (NPDES) requirements, as well as Construction General Permit Order No. 2009-0009 DWQ as amended by Order No. 2010-0014 DWQ. The SWPPP shall address the project's risk level, source identification, erosion and sediment control, maintenance and inspection reporting, training, monitoring and reporting and post construction management. ERSC shall provide a completed Notice of Intent (NOI) and assist with uploading the NOI and SWPPP to the "SMARTs" system.

**Deliverables:** Draft SWPPP & NOI, Final SWPPP & NOI  
**Fee:** \$6,844.50

#### **5.5 Water Quality Management Plan (WQMP)**

ERSC shall prepare a Water Quality Management Plan for the project utilizing the format provided by the City of Temecula. The WQMP shall include source control and post-construction BMP's applicable to the project. These BMPs will be designed and implemented to reduce or eliminate the discharge of pollutants into the storm drain system or Murrieta creek.

This project will require post construction treatment control BMP's, and they shall be sized according to the project. BMP sizing shall be based upon local Regional Water Quality Control Board criteria and the City of Temecula's NPDES permit criteria.

**Deliverables:** Preliminary WQMP, Draft Final WQMP, Final WQMP  
**Fee:** \$8,420.82

#### **Final Design Plans, Specifications, and Estimate (PS&E)**

##### **Civil Roadway PS&E**

##### **6.1 60% Roadway Plans**

Upon review of the Preliminary Geometric Alignment Drawings, ERSC shall incorporate any comments or changes that made as a part of the review process. The plans shall include: title cover sheet, demolition plan, typical sections, details, improvement layout, profile, superelevation, cross sections, erosion control plans, and water pollution presentation plan. The design team shall focus not only on the current Overland Drive extension project, but will compare the original project as well as the ACOE design for the channel improvements. The proposed channel maintenance roads will traverse under the proposed bridge. When looking at roadway profiles, ERSC shall focus on proper vertical clearance for these roads.

In addition, ERSC's focus shall be the approaches at Enterprise Circle West and Diaz Road. The original design raised these two locations, and the design team shall look at trying to minimize impacts to both locations. With the recent construction of Overland Avenue, it was noted that the profile was lowered to match the existing Enterprise Circle West. The design team believes that this shall need to be raised to avoid a dip in the road; however, it is the design goal to minimize the reconstruction of these new improvements. ERSC shall work diligently to design a roadway profile that will provide a safe approach/departure from the bridge and that is favorable for all stakeholders.

Plans will be prepared at 1"=40' unless specific detail is needed, then an alternate scale may be used.

##### **Deliverables:**

- 60% Plans and Specs
  - Title Sheet
  - Demolition Plan
  - Typical Sections & Details
  - Grading

- Street Improvement Plans
- Erosion Control and Sedimentation

**Fee:** \$25,549.18

### **6.2 60% Channel Improvement Plans**

At this time it is assumed the Channel Improvement consists of lining of the channel slopes including the cutoff walls; however, this may change due to the Corps project. Once coordination has begun with the Corps, which the Consultant shall do as early as possible, ERSC shall acquire the plans and incorporate them into our design. The process will require ERSC to obtain an encroachment permit through Riverside County Flood Control & Water Conservation District (RCFC&WCD), and as the project sponsor agency, a Section 408 Permit will be required from the Corps. ERSC shall coordinate and prepare the necessary 408 Permit application.

As a part of this task, ERSC shall coordinate with RCFC&WCD for the channel and bridge hydraulic study report. ERSC shall update the study to obtain concurrence with RCFC&WCD.

#### **Deliverables:**

- Section 408 Permit Application
- RCFC&WCD Encroachment Permit Application
- 60% Channel Improvement Plans within the bridge limits
- Updated Channel and Bridge Hydraulic Study Report

**Fee:** \$18,497.67

### **6.3 60% Roadway Storm Drain Plans**

ERSC shall coordinate with the City as well as RCFC&WCD to determine the ultimate facilities planned for Overland Drive, Enterprise Circle West and Diaz Road. These will be incorporated into the design as well as any necessary improvements that are determined from Task 3.3 Preliminary Roadway Drainage Plans.

#### **Deliverables:** 60% Storm Drain Plans

**Fee:** \$15,451.82

### **6.4 60% Landscape and Irrigation Plans**

CDWG (2<sup>nd</sup> tier sub under ERSC) will prepare progress landscape plans in the City's applicable format and adhering to City and MWEL standards; will provide a preliminary cost estimate and outline specifications.

#### **Deliverables:** 60% Landscape and Irrigation Plans

**Fee:** \$11,418.00

### **6.5 60% Water Plans**

ERSC shall coordinate with the City and Rancho California Water District and Eastern Municipal Water District to determine the extent of the water relocations required for the bridge project. It was noted in the original design that Rancho California Water District proposed to relocate the existing 12" waterline in the intersection of Diaz Road and Overland Drive/Avenida Alvarado. It is anticipated that the design will include a similar relocation.

In addition, ERSC shall explore the option of providing water lines over the proposed Overland Bridge. These shall be coordinated and designed as a part of ERSC's design work.

#### **Deliverables:** 60% Water Plans

**Fee:** \$8,867.72

### **6.6 60% Traffic Control Plans**

Consultant shall provide construction traffic handling, including traffic control plans for the roadways affected by the project construction. Traffic Control Plans include Overland Drive, Enterprise Circle West, Diaz Road, and Avenida Alvarado. Base plans are prepared at 1"=40' and are field-reviewed for accuracy. Each plan shall typically show the existing roadway configuration within the limits of work, plus sections beyond the limits where



lanes will transition. Locations of advance warning signs are shown schematically. The design, legend, and location of all work area signs, barricades, and necessary additional traffic controls are designated and placed on the plan sheets. General notes applying to construction traffic control, a plan legend, and plan border information are placed on each project sheet. The plans shall be prepared to conform to Temecula's general requirements, with consideration for the needs of the Contractor's construction operations.

**Deliverables:** 60% Traffic Control Plans

**Fee:** \$23,350.38

#### **6.7 60% Sign and Striping Plans**

Consultant shall prepare sign and striping plans showing the affected construction area and all affected traffic stripes and signage in accordance with CA MUTCD and the City's requirements. The plans shall show the location of all proposed traffic stripes, markings, and the proper disposition of all affected existing signs and markings. The final sign and striping plans shall be prepared for final plotting on D-sized sheets at 1" = 40', as appropriate. Two sheets are envisioned.

**Deliverables:** 60% Sign and Striping Plans

**Fee:** \$5,471.40

#### **6.8 60% Street and Bridge Lighting Plans**

STC shall prepare bridge lighting plans for the new roadway alignment. Plans shall include all necessary information for street light plans including street lights, fixture types, service points, conduit, wiring, circuit diagrams, voltage drop calculations, and service panel information. The lighting improvement plans will be prepared at a scale of 1"=40' in compliance with Southern California Edison (SCE) requirements and the City of Temecula Lighting guidelines. STC shall coordinate as necessary with SCE and the City to determine an appropriate service point and to determine if the lights will be LS2 or LS3 rate schedule. The City may choose to select a decorative pole light and fixture so STC will work with the City to comply with this potential request. Street lighting plans shall be submitted at the 60% level for City review. STC shall coordinate with City staff for comments received to streamline the review process.

STC shall prepare special provisions relating to the design work. These will follow the City of Temecula contractual requirements. The specifications shall be prepared using a template provided by the City and tailored for the specific project and include all the necessary appendices.

STC shall prepare an itemized engineer's cost estimate for the project. The estimate will be detailed with list prices and quantities of individual specified improvements.

**Deliverables:** 60% Bridge Lighting Plans, Specifications, and Estimate

**Fee:** \$1,294.89

#### **6.9 60% Traffic Signal Plans**

STC shall prepare traffic signal design plans for the intersections of Diaz Road / Avenida Alvarado-Overland Drive and Overland Drive / Enterprise Circle West. The traffic signal plans shall identify the location of all new poles, equipment and electrical improvements, as well as verifying ADA compliance of pedestrian push buttons and pole locations. Plans shall be prepared at a scale of 1"=20' in compliance with City of Temecula design standards and the most current version of the California Manual on Uniform Traffic Control Devices (MUTCD-CA 2014). STC shall perform necessary field work to verify existing roadway conditions and to verify existing traffic signal infrastructure. Traffic signal plans shall be submitted at the 60% level for City review. STC shall coordinate with City staff for comments received to streamline the review process.

As part of the signal design plan, STC shall provide signal interconnect plans for the two new signals and on to the intersection of Overland Drive / Commerce Center Drive. STC anticipates the City will require the use of fiber optics for signal communication. STC shall be responsible for verifying the location of the existing interconnect conduit alignment and pull boxes and annotating the existing signal equipment prior to beginning the

communication plans. The communication plans shall include the existing interconnect information, proposed fiber interconnect equipment and alignment, and splice connection diagram plans.

STC shall prepare special provisions relating to the design work. These will follow the City of Temecula contractual requirements. The specifications will be prepared using a template provided by the City and tailored for the specific project and include all the necessary appendices.

STC shall prepare an itemized engineer's cost estimate for the project. The estimate shall be detailed with list prices and quantities of individual specified improvements.

**Deliverables:** 60% Traffic Signal and Interconnect Plans, Specifications, and Estimate

**Fee:** \$8,213.72

#### **6.10 90% Roadway Plans, Specifications and Estimate (PS&E)**

Comments from City for the 60% roadway design submittal shall be reviewed and resolved. This task includes all Civil components including Roadway Improvements, Cross Sections, Storm Drain Improvements, Traffic Signal Modifications, Street Lighting, and Sign, Striping and Traffic Control Plans, Waterline Improvements, Channel Improvements, and Landscaping. If needed, a focus meeting with the City shall be held to seek clarification on comments. The design team shall incorporate these comments into the 90% PS&E. The design team shall use Microsoft Word to prepare specifications based on the latest edition of the Greenbook. In the specifications, each item of work shall include a method of measurement and payment. Quantity calculation and construction cost estimates in Microsoft Excel format with a contingency directed by the City shall be prepared. At the 90% completion level, the PS&E is considered substantially complete and ready for bid.

**Deliverables:** 90% Non-Structure Plans, Specifications, and Estimate

**Fee:** \$78,190.85

#### **Bridge PS&E**

##### **6.11 65% Unchecked Bridge Plans**

Engineering conclusions for the preferred alternative identified in the final bridge type selection report shall be carried into the final design phase. The final bridge design shall be based on Caltrans-amended AASHTO LRFD Bridge Design Specifications, various Caltrans Bridge Design and Detail Manuals, and the Seismic Design Criteria (SDC). It is assumed that standard formliner texture will be used at the concrete railings and abutments of the bridge and no project-specific architectural treatment are required. It is assumed that ground improvements to mitigate seismic lateral spreading at the bridge abutments and the approaches are not required.

**Deliverables:** 65% unchecked structure plans, preliminary quantities, and draft unedited special provisions

**Fee:** \$152,103.65

##### **6.12 Bridge Design Independent Check**

The 65% unchecked bridge plans shall be independently checked by a separate licensed civil/bridge engineer, who has not been involved in the project. A separate set of design check calculations including quantity calculations shall be prepared in accordance with Caltrans bridge design practice. The checker shall review the plans for completeness, consistency, correctness of references. The bridge designer shall revise the design and plans to mitigate checker's review comments. The checker shall perform back check to concur that the comments have been adequately addressed. All comments and responses shall be documented in the project files.

**Deliverables:** Independent check calculations (design and quantities), review comments, and comment and response matrix

**Fee:** \$43,968.13

##### **6.13 90% Bridge Plans, Specifications and Estimate (PS&E)**

Response to all agencies' review comments for the 60% bridge submittal shall be prepared and included in this submittal. CNS shall use Microsoft Word to prepare and edit Caltrans 2018 Standard Special Provisions (SSP) for structural work at 90% PS&E. The design team shall prepare a list of Caltrans standard bridge pay items for

bridge construction. Design quantity calculations shall be performed using standard Caltrans and City forms and marginal cost estimate summary sheets. Item unit prices shall be adjusted using Contract Cost Data Book published by Caltrans. The plans shall be updated per checker's comments.

**Deliverables:** 90% bridge plans, signed structural design calculations, specifications and cost estimate  
**Fee:** \$56,523.42

### **Project PS&E and Contract Bid Documents**

#### **6.14 100% Project PS&E**

The design team shall incorporate the City's review comments of the 90% Roadway and Structure PS&E, and compile and submit final roadway PS&E packages per City requirements. ERSC shall secure an encroachment permit from RCFC&WCD.

**Deliverables:** 100% Complete Plans, Specifications and Estimates and RCFC&WCD Encroachment Permit  
**Fee:** \$111,030.15

#### **6.15 Final Contract Bid Documents**

The design team shall incorporate the City's review comments of the 100% Roadway and Structure PS&E, and compile and submit final roadway PS&E packages per City requirements. The final plans are to be plotted on "Arch D" size Mylar. Specification documents, including technical special provisions, shall be provided on compact disc in Microsoft Word format as well as in PDF. The Engineer's estimate shall be provided in Microsoft Excel format as well as in PDF.

The Final PS&E shall include organized Resident Engineer (RE) Pending File, which contains construction related documents and information through the various project development phases for the roadway work. The RE Pending File shall include as-built plans, geotechnical reports, and special instructions for the field Resident Engineer, and City Inspectors.

**Deliverable(s):** Final Signed Plans, Specifications and Estimates, and RE Pending Files  
**Fee:** \$33,202.36

### **7.0 Environmental Permitting**

Rincon shall obtain all necessary environmental (regulatory) permits for the project. Rincon shall prepare and process applications for project permits required for compliance with Sections 401 and 404 of the Federal Clean Water Act, and CDFW Section 1602 Agreements. Section 401 Permits is under the regulatory authority of the RWQCB; Section 404 Certifications are under the U.S. Army Corps of Engineers (Corps); Section 1602 Agreements are under the California Department of Fish and Wildlife (CDFW). Section 7 Consultation falls under the regulatory authority of the U.S. Fish and Wildlife Service (USFWS). Based on the results of the jurisdictional determination and the outcome of the initial coordination with the involved agencies, Rincon shall prepare and submit the necessary permit application materials. Rincon anticipates the following actions:

- The Corps will provide Section 404 authorization under a NWP.
- The RWQCB will issue Section 401 Water Quality Certification.
- The CDFW will issue a 1600 Agreement.

This scope is based upon the assumption that the project will qualify for a Corps Nationwide Permit. Under the Nationwide Permit (NWP) program, it is assumed that authorization to proceed from the Corps can be achieved via Nationwide Permit (NWP) 14, *Linear Transportation Projects*. Until the jurisdictional delineation and the NES have been completed, the cost for permitting actions cannot be accurately estimated. Based on a preliminary field review, Rincon believes that the project would qualify for an NWP.

#### **7.1 ACOE Section 404 Nationwide Permit**

**Deliverables:** Section 404 Nationwide Permit  
**Fee:** \$13,174.98

7.2 RWQCB Section 401 Water Quality Certification  
**Deliverables:** Section 401 Water Quality Certification  
**Fee:** \$10631.50

7.3 CDFW 1600 Streambed Alteration Agreement  
**Deliverables:** Section 1600 Streambed Alteration Agreement  
**Fee:** \$10,111.67

#### **7.4 Environmental Revalidations**

Rincon shall prepare Environmental Re-Validation form (LAPM Exhibit 6-G) for R/W and Construction Authorizations and secure approval from Caltrans. Rincon shall address substantial changes or substantial new information since approval of the original environmental document and only the areas that are applicable.

**Deliverables:** Caltrans Environmental Revalidation Form  
**Fee:** \$6,361.29

#### **7.5 Western Riverside County Regional Conservation Authority (RCA) Coordination**

##### Regional Conservation Authority

As set forth in Section 6.6 of the Riverside County Multiple Species Habitat Conservation Plan (MSHCP), implementation of the MSHCP will be overseen, administered and enforced by a joint regional authority formed by the County and the Cities. This authority shall be called the Western Riverside County Regional Conservation Authority ("Regional Conservation Authority or RCA"). The RCA shall sign this Agreement and shall be a Permittee under the Permits. However, the RCA shall not limit County or City local land use authority or prevent a Permittee from approving a discretionary project. As set forth in Section 6.6.2 of the Plan, the RCA shall be formed prior to issuance of the Permits, either as a new joint powers authority or as part of an existing joint powers authority.

- A. Board of Directors Composition. As set forth in Section 6.6.2 of the MSHCP, the RCA shall be governed by a Board of Directors, consisting of the designated member(s) of the Riverside County Board of Supervisors and an elected official from each of the Cities. The RCA Board of Directors shall establish a procedure for the Directors to appoint an alternate member to the Board of Directors to represent a regular member of the Board who is unable to attend a meeting.
- B. Duties and Responsibilities. The RCA Board of Directors shall provide the primary policy direction for the implementation of the MSHCP and will provide opportunities for public participation in the decision-making process. The RCA shall have, at a minimum, the powers and duties as set forth in Section 6.6.2 of the MSHCP.

##### Formation and Duties of Funding Coordination Committee

To assist in implementing its duties under the MSHCP, the RCA Board of Directors shall form a committee to provide input on local funding priorities and Additional Reserve Lands acquisitions as set forth in Section 6.6.2 ("Funding Coordination Committee"). The Funding Coordination Committee shall be formed within one hundred twenty (120) days of the issuance of the Permits. RCA representatives on the Funding Coordination Committee shall be appointed by the RCA Board of Directors. The Funding Coordination Committee shall also have a representative from each of the Wildlife Agencies. The Funding Coordination Committee shall advise the RCA on local funding priorities and Additional Reserve Lands acquisition, prioritizing areas for conservation as requested. The Funding Coordination Committee shall take into consideration information received pursuant to Section 6.5 of the MSHCP.

##### Formation and Representation

As described in Section 6.6.4 of the MSHCP, the Reserve Management Oversight Committee (RMOC) shall serve as the intermediary between the Reserve Managers, and others, and the decision-making function of the RCA. The RCA Executive Director shall serve as the chair of the RMOC. The RMOC shall be assembled within sixty (60) days of the effective date of the contract between the RCA Board of Directors and the County

concerning appointment of the RCA Executive Director. The RMOC shall be composed of a representative from USFWS, CDFG, County Flood Control, County Parks, United States Forest Service, State Parks, the Bureau of Land Management, the County and the Cities, if applicable, the RCA and up to five representatives, as appointed by the RCA, of the private and public agencies or entities that own or manage land within the MSHCP Conservation Area.

### Project Scope

The objective is to engage RCA to develop a strategic vision for the City of Temecula – Murrieta Creek Bridge Project. Rincon anticipates the City of Temecula; Western Riverside County Regional Conservation Authority; and Caltrans District 8 Environmental Programs Branch will actively participate in the study. The objectives of the plan are:

1. To identify and balance the goals, objectives and visions of various jurisdictions for the project.
2. Establish a common vision and supporting goals and objectives for the project.
3. Complete the study in a manner in accordance with the Caltrans District 8 Standard Environmental Reference process.

This scope of work shall include:

- Up to 2 meetings with RCA
- Outreach to State and Federal Resource agencies.
- Documentation consistent with commonly accepted Standard Environmental Reference (SER) standards so information developed in this study can be appended or referenced in a final California Environmental Quality Act (CEQA) / National Environmental Policy Act (NEPA) document.
- Identify the existence of any major environmental and/or resource agency concerns which could have a substantially negative impact on implementing improvements in the corridor.
- Assist City, Public Agencies, and resource agencies in identifying issues in the alternative(s) of importance to each respective agency.
- Identify physical corridor constraints such as floodplains, conservation easements, existing use of Murrieta Creek (in association to the Army Corps of Engineers (USACE) existing project needs, overcrossings and right-of-way.
- Discuss and communicate the alternative(s) pros & cons including features for configurations, roadway and right-of-way widths, sidewalk/parkway features, building set-backs, traffic volumes (roadway and intersection counts), utilities, environmental factors/conditions, and safety concerns.
- Submittal of Joint Project Review (JPR) document to the RCA along with relevant support documentation

**Deliverables:** Various Coordination and Decision Documents

**Fee:** \$6,934.89

### 4<sup>TH</sup> Authorization

#### **Right-of-Way Services**

##### **8.1 Legal Descriptions and Plats**

ERSC shall prepare the necessary legal and plats required to obtain right-of-way, easements and temporary construction easements to facilitate the construction of the proposed bridge. As the project progresses, ERSC shall maintain a separate map that identifies all easements required to construct the proposed improvements. The Right-of-Way (R/W) requirements map shall include information such as property owner information, APN numbers, street addresses, and amount of area impacted. Once the alignment has been finalized, title reports will be acquired under Task 8.2 to prepare the necessary legal descriptions and plats to obtain the necessary right-of-way/easements.

**Deliverables:** Plats and Legal Descriptions for easements, Copies of the Preliminary Title Reports

**Assumptions:** This work includes up to four (4) sets of legals and plats.

**Fee:** \$10,340.78

## 8.2 Right-of-Way Appraisals and Acquisitions

The right-of-way requirements for this project are comprised of four (4) assessor parcels with various rights needed from the different parcels. A table showing the affected parcels in the City of Temecula, along with the project requirements, and the scope of work necessary to acquire necessary interests follows:

No.	APN	Owner	Address	R/W Requirements
1	909-251-001	Nella Prop	41981 Avenida Alvarado	TCE (2 areas)
2	909-252-025	Venadero Prop Owners Association*	SWC of Alvarado & Diaz Rd.	TCE (2 areas)
3	909-120-016	Riverside County Flood Control	No Site Address	Road, Slope and TCE Easements
4	909-120-006	Santa Rosa Ranches Water District	No Site Address	Road, Slope and TCE Easements

\*This property is the common area ownership for 7 other parcels within this Industrial Owners Association. It is assumed title work and negotiations will only be for and with the Owners Association parcel that is impacted and not 7 independent negotiations.

**Right of Way Project Management:** OPC shall attend up to six (6) Project Development Team (PDT) meetings and manage the Right-of-Way (R/W) process, including monthly status reports, coordination with other team members and management of subconsultants.

**Preliminary Title Work:** OPC shall order four (4) preliminary title reports, according to the assessor parcels being impacted and provide to all team members as needed.

**Pre-Appraisal Activities:** OPC shall mail a Notice of Decision to Appraise letter and acquisition policies brochure to each of the impacted property owners (4 parcels) requesting permission to conduct an on-site inspection of the property, advise them of their right to accompany the appraiser at the time of the inspection, and request information regarding the property appraised which may impact the concluded value.

**Appraisal/Appraisal Review – four (4) ownerships parcels to be appraised:** Appraiser shall review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel. Appraiser shall inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report. Appraiser shall inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back). Appraiser shall perform market research to support the selected appraisal methodologies and shall document and confirm comparable sales information. Appraiser shall prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and shall be prepared in a summary format consistent with the specifications for narrative appraisal reports. Upon completion of the fee appraisal, OPC shall conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual. OPC shall receive and analyze the completed appraisal reports accordingly.

**Optional Appraisal Services (Waiver Valuations):** Waiver Valuations may be appropriate for APN's 909-251-001 and 909-252-025 as we believe the valuation problem for these two parcels is uncomplicated and the anticipated value of the proposed acquisitions is estimated at \$10,000 or less. The following services are proposed in the completion of 2 Waiver Valuations in accordance with federal regulation 49 CFR 24.102(c)(2) and the Caltrans Right of Way Manual:

1. Mail a "Notice of Decision to Inspect" letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the inspector, and requesting information regarding the property which could influence the acquisition value.

2. Inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
3. Prepare an estimate of the probable cost of each temporary easement interest, including (if applicable) damages to improvements, using created data sets from various real estate value databases.
4. Prepare the waiver valuation report, typically formatted according to Federal and State guidelines.
5. Provide QA/QC of final work product, submit to City for approval of Just Compensation and other Project Team members and respond to inquiries.

Negotiate Right of Way Settlement/Prepare Acquisition Documents: OPC shall establish and maintain a complete and current record file for each ownership in a form acceptable to the City, including maintaining a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence shall be maintained in files.

OPC's acquisition agent shall receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties. OPC shall prepare all offer letters and summary statements in accordance with state or federal regulations and approval of the City. Upon approval of Just Compensation, OPC shall present written purchase offers to owners or their representatives in person, when possible, secure receipt of delivery of offer as practical, and present and secure tenant information statements, as applicable.

OPC shall follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with the City. Ongoing negotiations and settlement discussions shall continue after the initial offer until a settlement or impasse is reached and clearly documented.

When a settlement is reached with the property owner, OPC shall prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests and transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

If a settlement cannot be reached, OPC shall prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest. In this event, OPC shall provide a condemnation-ready case file, all relevant negotiations history, and meet with the City as needed to provide relevant acquisition content.

Title Escrow Coordination: OPC shall assist the escrow/title company in the following:

1. Consultant shall open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Consultant shall provide escrow officer with fully executed acquisition contract and notarized deed.
3. Consultant work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
4. Consultant shall assist escrow to secure full or partial reconveyance or subordination instruments from lien holders of record.
5. Consultant shall review settlement statement for accuracy.
6. Consultant shall coordinate deposit of acquisition price and estimated closing costs with escrow.
7. After the closing, Consultant shall review the title insurance policy for accuracy.
8. Consultant shall prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

**Caltrans Right-of-Way Certification:** The final phase of the right-of-way program is right-of-way certification which documents the construction project is ready for advertising. During this process, OPC shall coordinate and attend certification planning meeting with the City, Caltrans Right-of-Way Local Assistance Coordinator, and project team to determine project requirements and certification level required to meet project construction schedule. OPC shall coordinate with the project engineer, as well as the utility relocation, and property acquisition managers to confirm their respective activities have been completed in compliance with all applicable laws and regulations. OPC shall prepare certification forms in coordination with the engineer and the City to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc. OPC shall also attend and coordinate pre and post-audit submittal meetings.

**Deliverables:**

- Preliminary Title Reports (4),
- Notice of Decision to Appraise (4),
- Summary Appraisal Reports (4), Appraisal Review Reports (4), [or optional Waiver Valuations for 2 parcels],
- Acquisition documents and case files (4),
- Caltrans Certification Form and back-up documents.

**Fee:** \$67,245.77

**5<sup>TH</sup> Authorization**

**Phase III: Bidding and Construction Support**

**Bidding Support**

**9.1 Attend a Pre-Bid Meeting**

Consultant shall remain available to attend a pre-bid meeting to be scheduled in advance of the bid opening date.

**Deliverables:** Meeting attendance

**Fee:** \$3,575.14

**9.2 Bidding Interpretations**

Consultant shall answer bidders' questions regarding the contract bid documents, and prepare bid addenda if required.

**Deliverables:** response to bidder's RFI's and design addenda

**Fee:** \$9,268.54

**Construction Support**

**9.3 Attend a Pre-construction Meeting and Site Meetings**

Consultant shall attend one pre-construction meeting as directed by the City. Consultant shall perform up to four (4) site visits during the construction as requested by the City

**Deliverables:** Pre-Construction Meeting attendance and four site visits

**Fee:** \$10,935.99

**9.4 Respond Contractor's RFI's and Review Submittals**

Consultant shall review shop drawings and submittals for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Consultant shall provide response to contractor's requests for information (RFI's) about the contract plans and specifications forwarded to Consultant by the City within reasonable time of receipt.

**Deliverables:** Response to RFI's and Submittal Reviews

**Fee:** \$32,464.89



### **9.5 Prepare Design Addenda**

Upon written authorization from the City, Consultant shall provide engineering design services for revisions to construction documents resulting from changed field or unforeseen conditions or other change order work required due to actions of the City. Subsequent change order documentation and processing shall be prepared by the City's Resident Engineer.

**Deliverables:** Design Addenda as needed

**Fee:** \$14,181.75

### **9.6 Prepare As-built Plans**

Following the completion and acceptance of the project, Consultant shall furnish the City with a complete set of revised contract drawings showing as-built conditions. Revisions shall be solely based on as-built redlined information provided by the Contractor and the City. The as-built plans will be delivered to the City within one month of receipt of redlined plans.

**Deliverables:** As-Built Plans

**Fee:** \$21,813.74

## RATE SHEET

Consultant: CNS Engineers, Inc.			
Classification	Hourly Rate Range	Average or Actual Hourly Rate	Billing Rate
Principal Bridge Engineer / Senior Project Manager – James J. Lu *	\$70.00 - \$98.00	\$89.50	\$256.20
Senior Roadway Engineer	\$55.00 - \$69.00	\$59.50	\$170.32
Senior Bridge Engineer	\$55.00 - \$69.00	\$60.50	\$173.18
Project Engineer	\$46.00 - \$54.00	\$50.00	\$143.13
Design Engineer III	\$42.00 - \$45.00	\$43.50	\$124.52
Design Engineer II	\$34.00 - \$41.00	\$34.65	\$99.19
Design Engineer I	\$29.00 - \$33.00	\$33.00	\$94.46
CADD / Designer	\$28.00 - \$45.00	\$38.50	\$110.21
Assistant Design Engineer	\$25.00 - \$28.00	\$27.00	\$77.29
Project Controller	\$49.00 - \$65.00	\$58.50	\$167.46
* Key Personnel, Caltrans-Approved ICR = 160.23%, Fee= 10%, Allowable Annual Escalation = 3.5% for the same staff in the same classification			

Consultant: Engineering Resources of Southern California			
Classification	Hourly Rate Range	Average or Actual Hourly Rate	Billing Rate
Principal Engineer / Project Manager – Steven Latino *	\$70.00 - \$88.00	\$75.72	\$167.98
Principal Engineer / Project Engineer, Drainage and Water Quality	\$60.00 - \$75.00	\$64.90	\$143.98
Senior Principal Engineer	\$70.00 - \$88.00	\$77.54	\$172.02
Sr. Engineering Technician / Environmental	\$32.00 - \$45.00	\$37.25	\$82.64
Engineer II / Design Engineer	\$28.00 - \$38.00	\$33.66	\$74.67
Administrative Assistant II	\$21.00 - \$28.00	\$23.00	\$51.03
* Key Personnel, Caltrans-Approved ICR = 101.68%, Fee= 10%, Allowable Annual Escalation = 3.5% for the same staff in the same classification			

Consultant: Leighton Consulting, Inc.			
Classification	Hourly Rate Range	Average or Actual Hourly Rate	Billing Rate

Principal Engineer / Project Manager – Simon Saiid *	\$70.00 - \$85.00	\$76.92	\$240.21
Senior Principal Geologist	\$85.00 - \$100.00	\$90.58	\$282.87
Senior Staff Engineer	\$30.00 - \$45.00	\$33.80	\$105.55
Senior Staff Geologist	\$30.00 - \$45.00	\$33.80	\$105.55
Project Administrator	\$23.00 - \$35.00	\$26.99	\$84.29
CAD/Design	\$32.00 - \$45.00	\$37.04	\$115.67
CAD/LOTBs	\$35.00 - \$49.00	\$44.20	\$138.03
Environmental Scientist / Task Manager	\$32.00 - \$45.00	\$34.13	\$106.58
Environmental Scientist / Staff	\$24.00 - \$35.00	\$26.92	\$84.07
* Key Personnel, Caltrans-Approved ICR = 183.90%, Fee= 10%, Allowable Annual Escalation = 3.5% for the same staff in the same classification			

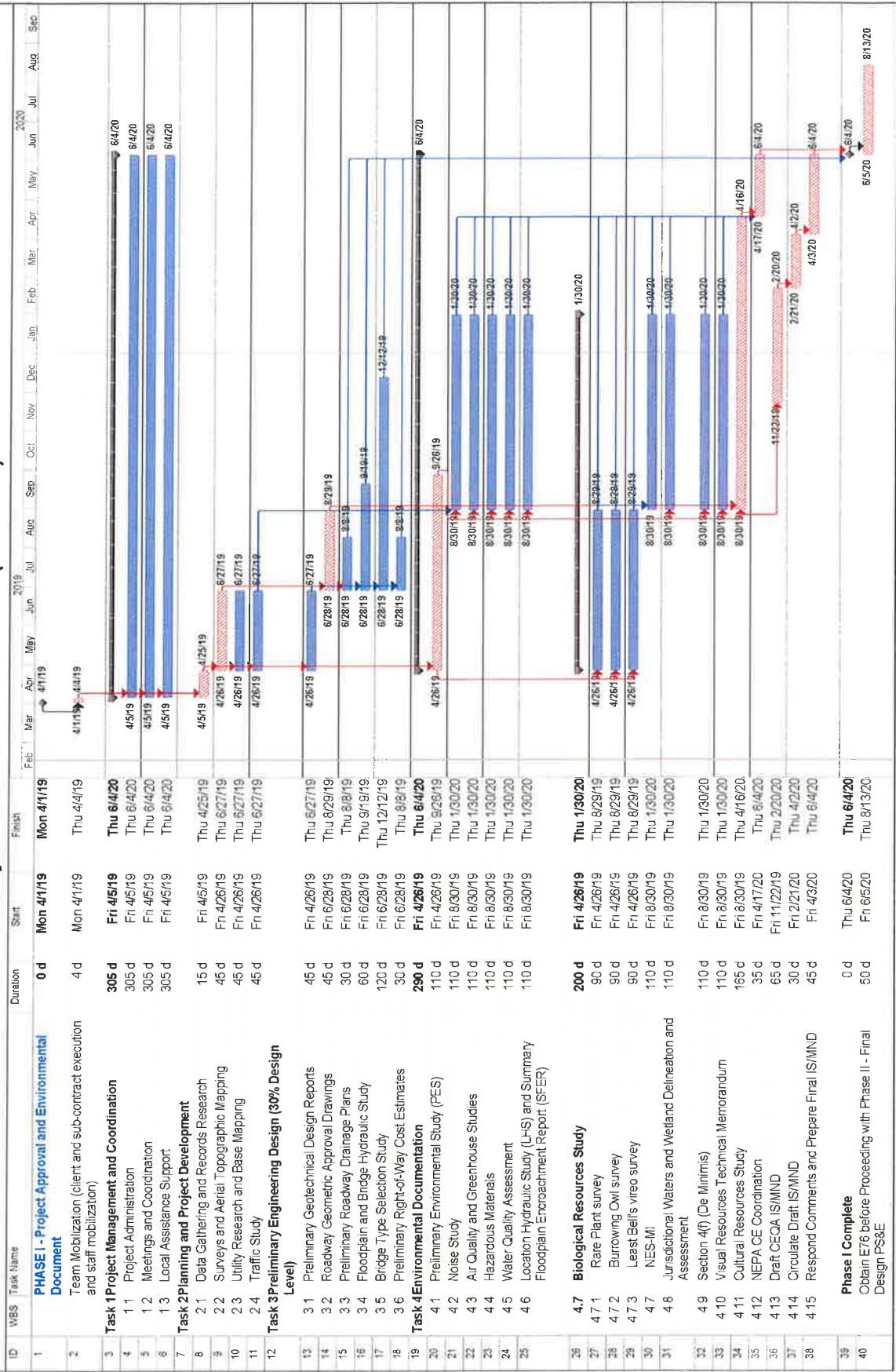
Consultant: Rincon Consultants, Inc.			
Classification	Hourly Rate Range	Average or Actual Hourly Rate	Billing Rate
Principal II	\$100.00 - \$115.00	\$107.36	\$291.66
Senior Supervisor Planner II - Lorraine Ahlquist *	\$85.00 - \$105.00	\$95.67	\$259.90
Supervisor Archaeologist I	\$48.00 - \$62.00	\$52.88	\$143.66
Supervisor Biologist I	\$42.00 - \$56.00	\$46.50	\$126.33
Archaeologist IV	\$32.00 - \$46.00	\$36.06	\$97.96
Senior Biologist I	\$38.00 - \$49.00	\$40.87	\$111.03
Senior Planner I	\$38.00 - \$49.00	\$43.27	\$117.55
Senior Planner II	\$43.00 - \$55.00	\$44.85	\$121.84
Clerical/Admin Assistant I	\$30.00 - \$45.00	\$38.46	\$104.48
Senior GIS Specialist	\$38.00 - \$48.00	\$42.91	\$116.57
* Key Personnel, Caltrans-Approved ICR = 146.97%, Fee= 10%, Allowable Annual Escalation = 3.5% for the same staff in the same classification			

Consultant: Overland, Pacific & Cutler, LLC			
Classification	Hourly Rate Range	Average or Actual Hourly Rate	Billing Rate
Program Manager - Victoria Cook *	\$70.00 - \$85.00	\$75.72	\$206.56
Project Manager	\$40.00 - \$55.00	\$45.67	\$124.59
Utility Manager	\$50.00 - \$73.00	\$60.29	\$164.47

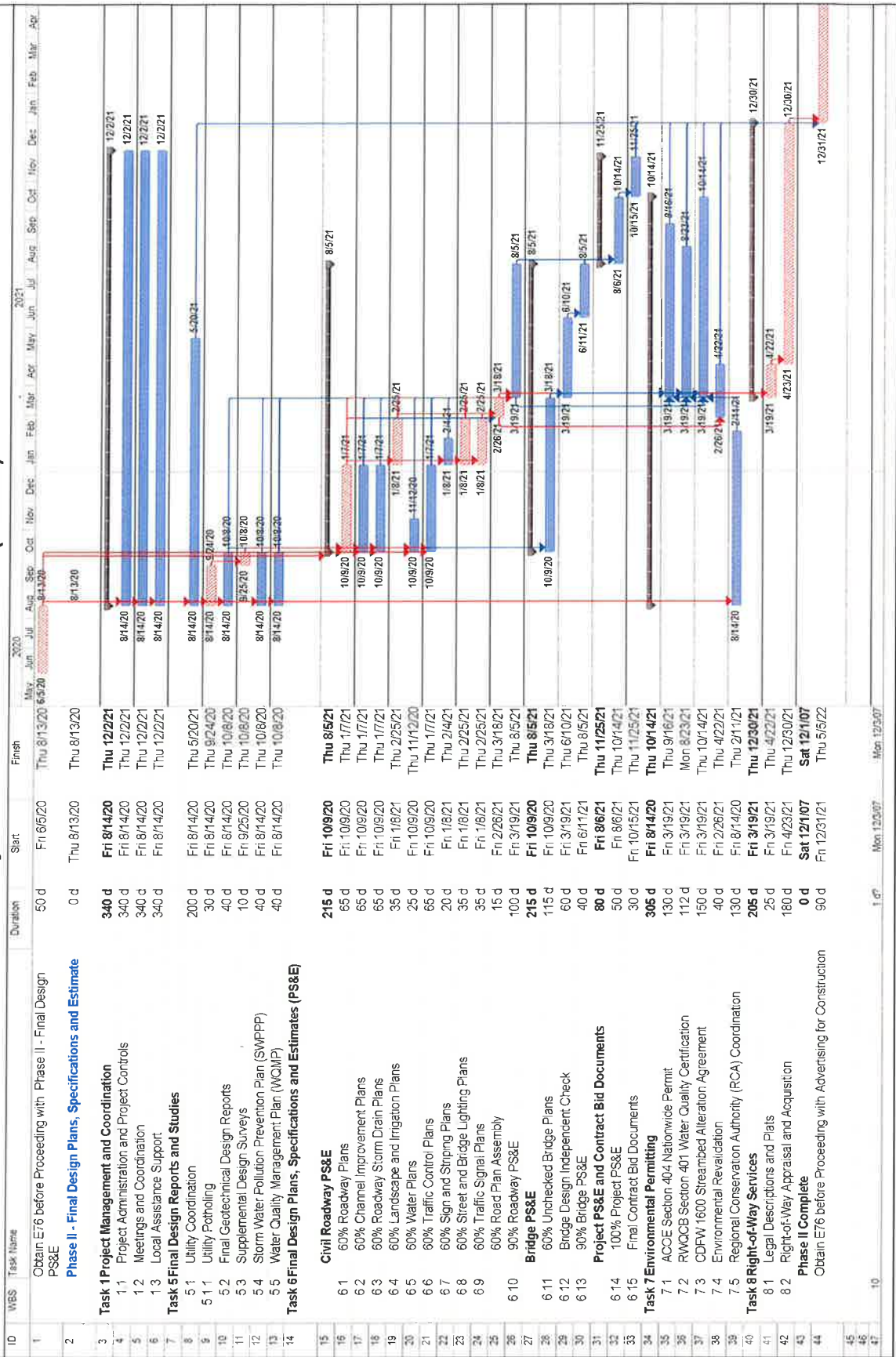
Senior Utility Coordinator	\$30.00 - \$46.00	\$37.98	\$103.61
Senior Agent	\$30.00 - \$46.00	\$36.06	\$98.37
Analyst	\$26.00 - \$40.00	\$29.95	\$81.70
Project Support	\$23.00 - \$35.00	\$26.49	\$72.26
* Key Personnel, Caltrans-Approved ICR = 148.00%, Fee= 10%, Allowable Annual Escalation = 3.5% for the same staff in the same classification			

Consultant: STC Traffic, Inc.			
Classification	Hourly Rate Range	Average or Actual Hourly Rate	Billing Rate
Principal-In-Charge - Jason Stack *	\$80.00 - \$95.00	\$86.54	\$261.73
Senior Project Manager	\$55.00 - \$70.00	\$60.10	\$181.76
Senior Project Engineer/ Planner	\$40.00 - \$55.00	\$41.35	\$125.06
Project Engineer	\$40.00 - \$55.00	\$43.27	\$130.86
* Key Personnel, Caltrans-Approved ICR = 174.94%, Fee= 10%, Allowable Annual Escalation = 3.5% for the same staff in the same classification			

# City of Temecula Murrieta Creek Bridge at Overland Drive, Project Number PW16-05 (PA&ED)



# City of Temecula Murrieta Creek Bridge at Overland Drive, Project Number PW 16-05 (PS&E)



## EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Temecula 2. Contract DBE Goal: 11%  
 3. Project Description: Murrieta Creek Bridge at Overland Drive  
 4. Project Location: Immediate east of the intersection of Diaz Road and Avenida Alvarado  
 5. Consultant's Name: CNS Engineers, Inc. 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Project Management, Bridge Design, Traffic Control Design	33395	James J. Lu (951) 687-1005	48
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> 48 %	
17. Local Agency Contract Number: <u>19-</u> 18. Federal-Aid Project Number: <u>BR-NBIL(543)</u> 19. Proposed Contract Execution Date: <u>3/12/19</u>  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature: <u>[Signature]</u> 22. Local Agency Representative's Name: <u>Nino Abad</u> 24. Local Agency Representative's Title: <u>Assoc Civil Engr</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature: <u>[Signature]</u> 14. Preparer's Name: <u>James J. Lu</u> 16. Preparer's Title: <u>Project Manager</u>	
21. Date: <u>3/6/19</u> 23. Phone: <u>951-308-6385</u>		13. Date: <u>10-10-2018</u> 15. Phone: <u>(951) 687-1005</u>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



## **EXHIBIT B**

### **SPECIFIED RATE TO BE PAID FOR VEHICLE EXPENSE**

Vehicle expenses shall be reimbursed at the current IRS per mile reimbursement rate at time of service. The current IRS reimbursement at the time of contract execution is \$0.58/mile.

Travel expenses including short-term lodging, meals and incidentals shall be based on Travel Reimbursements Rules of California Department of Human Resources (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).

Travel related expenses including hotels and out of area airfare shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration (<https://www.gsa.gov/travel-resources>), plus applicable taxes.