

## **AGREEMENT FOR CONSULTANT SERVICES BETWEEN**

### **CITY OF TEMECULA AND DAVID EVANS AND ASSOCIATES, INC.**

#### **PW17-25 DIAZ ROAD EXPANSION**

**THIS AGREEMENT** is made and effective as of **October 22, 2019**, between the **City of Temecula**, a municipal corporation hereinafter referred to as "City"), and **David Evans and Associates, Inc.**, a **Corporation** (hereinafter referred to as "Consultant" ). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### **1. TERM**

This Agreement shall commence on **October 22, 2019**, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

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.

#### **3. PERFORMANCE**

Consultant shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

#### **4. PREVAILING WAGES**

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

## **5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**

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>

## **6. PAYMENT**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Seven Hundred Thirty-Three Thousand Three Hundred Twelve Dollars and No Cents (\$733,312.00)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement Consultant shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

## **7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the **Consultant** at least ten (10) days prior written notice. Upon receipt of said notice, the **Consultant** shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement

pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled “**PAYMENT**” herein.

## **8. DEFAULT OF CONSULTANT**

a. The Consultant failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **9. OWNERSHIP OF DOCUMENTS**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the Consultant.

## **10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND**

a. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-contractors, or agents in the performance of its professional services under this Agreement.

b. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 10.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant duty to defend pursuant to this Section 10.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees."

## **11. INSURANCE REQUIREMENTS**

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:

i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

ii. 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.

iii. 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.

iv. 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 (\$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 (\$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 (\$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 of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, 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's 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 of Temecula, 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 insurance coverage shall be primary insurance as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, 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 of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, 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: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

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's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## **12. INDEPENDENT CONTRACTOR**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **13. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

## **14. RELEASE OF INFORMATION**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery



request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

#### **15. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address:** City of Temecula  
Attn: City Manager  
41000 Main Street  
Temecula, CA 92590

**To Consultant:** David Evans and Associates, Inc.  
Attn: Gavin Powell, PE, LEED AP  
41951 Remington Avenue, Suite 220  
Temecula, CA 92590

#### **16. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

#### **17. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

#### **18. GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**19. PROHIBITED INTEREST**

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.




**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMECULA**

**David Evans and Associates, Inc.**

*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
**Michael S. Naggar, Mayor**

By:   
**Mark Miner, Vice President**

**ATTEST:**

By: \_\_\_\_\_  
**RANDI JOHL, CITY CLERK**

By:   
**Gavin Powell, Project Manager/Associate**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Peter M. Thorson, City Attorney**

**Consultant**

**David Evans and Associates, Inc.**

**Gavin Powell, PE, LEED AP**

**41951 Remington Avenue, Suite 220**

**Temecula, CA 92590**

**951-294-9346**

**GPowell@deainc.com**

PM Initials:   
Date: **10/8/19**

# EXHIBIT A

## TASKS TO BE PERFORMED

### Project Description

The Diaz Road Expansion Project PW17-25 (Project), proposes to improve Diaz Road as necessary to meet the classification requirements of Major Arterial (4 Lanes Divided), City Standard No. 101, approximately between Cherry Street and Rancho California Road. The approximate 2.2 mile segment will be improved on its current horizontal alignment and as depicted in the City's General Plan, Circulation Element, Figure C-2 Roadway Plan.

Project development requires professional engineering design and plans preparation, environmental studies and clearance, and right-of-way acquisition/clearance, in accordance with the guidelines and requirements of the City of Temecula (City), City of Murrieta, various utility agencies, and various environmental resource agencies, as well as applicable laws and regulations.

### Project Scope of Services

This scope of services will be performed by DEA to assist the City in developing, designing, and delivering the Project based on the Project Description and assumptions outlined herein. DEA's objective is to provide services in-line with the City's expectations and goals for the Project.

### Category 1. Project Management / Administration, Meetings and Coordination

#### Task 1.1 – Project Management and Administration

Project Management and Administration tasks will include the development of a Project Management Plan (PMP), Project Schedule, Progress Reporting, and Budget Tracking for the duration of the project. Each of these sub-tasks is further described below.

**1.1.1 – Project Management Plan:** As one of the first orders of business, DEA will prepare a Project Management Plan (PMP) that will include items such as the project scope, schedule, communication plan, project controls process, invoicing procedures, and organizational chart including City staff and other governing agencies. The PMP will be distributed to the project team for their use, as well as to the City for review and approval.

**1.1.2 – Project Schedule:** Within two-weeks of being given notice to proceed, DEA will develop a project schedule that will capitalize on proactive task management to drive key decisions in order to achieve expeditious design approvals. Using the full capabilities of Microsoft Project, the schedule will be resource loaded for managing staff and will identify critical path, key milestones for quality reviews and deliverables, and City engagement.

The schedule will be provided to the City for review/comment and updated at each submittal milestone.

The preliminary project schedule is as follows: Begin Work OCT 2019, Complete Preliminary Engineering FEB 2020, Begin PS&E FEB 2020, Begin Environmental MAR 2020, Complete Environmental SEP 2020, Complete PS&E OCT 2020, Complete Regulatory Permits AUG 2021.

**1.1.3 – Progress Reporting:** DEA will provide progress reports on a monthly basis in conjunction with our monthly invoicing. Progress reports will identify each design task and report on each tasks progress to date, anticipated activities/progress for the coming month, schedule status, budget status, and any key project issues.

The Project Reports will be provided to the City on a monthly basis until which time the Project is completed, or in the event it becomes dormant. Reports will be delivered electronically for the City's records. In addition to formal monthly Project Reports, DEA will communicate regularly with City staff to provide informal project updates through meetings, phone calls, and e-mail. It is our policy to bring any new or unanticipated discoveries, developments, and/or issues to the immediate attention of City staff.

**1.1.4 – Budget Tracking:** Costs will be tracked against budget through DEA's work breakdown structure in our accounting system. Monthly invoices will be provided showing project budget by task, cost per task for the month, cost to date by task, percent of budget expended, and percent of work complete. Invoices will be commensurate with the project status indicated within the Project Reports and Schedule, and will be prepared in accordance with City invoicing requirements.

***Task 1.1 Deliverables:***

- Project Management Plan (PMP) provided within 2-weeks from notice to proceed, and updated after completion of each submittal milestone (Alternatives Analysis; and 30%, 60%, and 90% completion stages)
- Project Schedule provided within 2-weeks from notice to proceed, and updated after completion of each submittal milestone (Alternatives Analysis; and 30%, 60%, and 90% completion stages)
- Monthly Progress Reports
- Monthly Invoices

***Task 1.1 Assumptions:***

- Based on a Project duration identified in the Project Schedule

**Task 1.2 – Project Meetings and Coordination**

DEA will participate and lead in meeting and coordination efforts with our Project team, City staff, and other project stakeholders throughout the life of the project. DEA will prepare meeting agendas, meeting minutes, task lists and applicable plans/exhibits that may benefit the meetings and discussions.

DEA will prepare and distribute meetings minutes within three (3) working days following the meeting which will indicate attendees, items discussed, action items, responsible parties, and completion dates. Project meetings will be attended by appropriate team members.

Coordination efforts will include phone and e-mail correspondence, collaboration on project designs, sharing of project sketches/exhibits for discussion purposes, discussions of project schedule, status and critical design elements, or other miscellaneous coordination efforts with the various stakeholder representatives on the project. The City will be kept informed of all communications with stakeholders. Any topic or discussion item that impacts the project scope, schedule, or cost will be immediately brought to the City's attention.

Meetings and Coordination specific to Environmental Services are included as a separate task.

***Task 1.2 Deliverables:***

- Meeting Agenda and Minutes

***Task 1.2 Assumptions:***

- Project Coordination is based on an assumed 6-hours per month for the Project duration identified in the Project Schedule
- The City will lead with utility coordination efforts. DEA will provide support.
- Project Meetings held at the following stages:
  - Project Kick-off
  - Alternatives Development Meeting / Workshop
  - Completion of Alternatives Analysis / Final Design Scoping Meeting
  - Completion of City Review for each of the 30%, 60%, 90% and 100% submittal milestones
- Meetings are assumed to be attended in person at City Hall, the project site, at DEA's office, or if appropriate for the subject matter may be conducted through video conferencing.

**Category 2. Project Research and Investigation**

DEA will perform data collection, investigations, and research including the following tasks:

**Task 2.1 – Data Collection and Review**

Data collection efforts will consist of researching City archives, as well as those of other applicable agency and utility providers. We will obtain existing reports and studies, preliminary designs, as-built plans, mapping controls, right-of-way and property records, and easement documents applicable to the project area. Pending and/or on-going projects will also be researched.

**Task 2.1 Deliverables:**

- None. If requested, DEA will provide copies of obtained documents for the City's records.

**Task 2.1 Assumptions:**

- The City will serve as the primary point-of-contact for utility providers.

**Task 2.2 – Utility Research, Review and Coordination**

Based on our prior experience working with the City, DEA understands that the City will serve as the point of contact for all utility providers operating within the project area. DEA will conduct a thorough investigation of existing utilities and review applicable atlas maps, as-built drawings, planning documents, or other appropriate records to be obtained and provided by the City. Throughout the course of the project, our team will continue to support the City in coordination with utility providers who own or operate facilities within the project limits.

Preliminary and subsequent designs will be provided to the utility owners for their information and review to make sure we incorporate any comments/concerns they may have into the design, to mitigate conflicts, and to be fully coordinated.

**Task 2.2 Deliverables:**

- Matrix of Utility Provider Contact Information, Submittal Dates, Response Dates, and Applicable Notes/Comments

**Task 2.2 Assumptions:**

- The City will serve as the primary point-of-contact for utility provider coordination efforts
- SCE work order requests and coordination will be performed by the City
- City will pay any applicable costs / fees
- Pot-holing of existing underground utilities is not anticipated to be needed and is not included

**Task 2.3 – Survey and Control**

DEA will conduct a thorough survey investigation to capture an accurate and complete portrayal of existing conditions. All surveying and mapping services will be overseen by a Licensed Land Surveyor authorized to practice land surveying in the State of California.

Record data from maps obtained in our research effort will be used to establish horizontal control and City bench information will be used for vertical control. Research will be conducted at the City of Temecula and the County of Riverside for existing centerline and right-of-way files including intersection tie sheets and/or available cadastral records to establish the centerlines and rights-of-way.

Horizontal control will be tied to the North American Datum of 1983 (NAD83). City of Temecula Bench Datum will be used for vertical control. Static GPS will be utilized to establish the horizontal and vertical control components at all of the intersections involved

and throughout the project. Additional control points will be established for use in the construction phase to insure consistency in datums. A separate Survey Control Plan will be prepared showing all monuments, ties and values associated with the project. GPS will be utilized to establish the primary horizontal and vertical components.

**2.3.1 – Centerline Monuments and Boundary Survey:** Existing centerline monuments will be researched and tied into the horizontal survey control established for this project and utilized in the analysis of the existing centerline and right of way. The centerline and right of way limits will be calculated only within the limits of the project and will include intersecting streets, using record angles, for a distance of approximately 100-ft. Found monuments will be noted, but no monuments will be set, as that would require the filing of a Record of Survey. DEA will prepare a listing of all found monuments to be shown on the project plans and noted for restoration by the Contractor during construction. This survey work will be used only to define centerline and right of way lines. Approximate property line locations along the route will be calculated from record mapping. This survey control work does not constitute boundary surveys of adjoining parcels.

**2.3.2 – Aerial Topographic Survey:** An aerial topographic survey will be conducted and presented at a planimetric scale of 1-inch = 40-feet, and a 1-foot contour interval for the project limits. The planimetric aerial mapping will be prepared in conformance with National Map Accuracy Standards. Horizontal and vertical aerial control panels will be set to meet aerial triangulation requirements.

Limits of the aerial survey will be from 300-ft north of Cherry Street to 300-ft south of Rancho California Road and includes a cross-sectional width of 250-ft +/-, centered at approximate centerline of roadway(s).

**2.3.3 – Supplemental Field Survey:** DEA field crews will supplement the aerial topographic map by performing an “as-needed” field survey to accurately locate surface features such as edge of pavement, berms, curbs, fences, walls, trees (greater than 6-inches), driveways, ramps, mailboxes or other features within the project area. The field survey will be conducted after our field reconnaissance verification survey where it has been determined that precise location and/or elevation data is required to facilitate the design. The survey would potentially locate surface utilities such as meters, valves, fire hydrants, street lights, vaults, transformers, traffic signals, light poles, manholes, storm drain culverts, or any other surface utility within the project limits.

Existing drainage channels entering Murrieta Creek (8) will be surveyed both upstream (as applicable) and downstream. Data collected will include cross-sections of top of channel, bottom of channel, flow-line and any observed changes in grade. Headwalls/wingwalls will collect top-of-wall and flow-line / finished surface data.

The supplemental field survey will include Via Montezuma for a distance of approximately 300-ft in order to design transitional improvements to join existing conditions on Via Montezuma.



Segment 1 (roughly 1,600 feet north of Rancho California Road)(See Diaz Road Segments) will include only the easterly existing parkway since there are only sidewalk improvements potentially in this portion of the project.

**2.3.4 – Cross Sections:** The field survey will include collection of cross-sections at 50-foot intervals, as well as at existing driveway and intersection locations (as applicable). Cross-sections will include collection of field shots at street centerline/crown, painted median, edge-of-pavement, top-of-berm and/or top-of-curb, gutter flow-line, back of sidewalk, right-of-way, and at other observed change in grade within the existing right-of-way (as applicable). Cross-sections will be taken only where widening is anticipated to occur which consists of the easterly half of the roadway in Segments 2 and 3 (roughly 1,600-ft north of Rancho California Road to roughly 300-ft south of Avenue Alvarado / Overland Drive)(See Diaz Road Segments).

***Task 2.3 Deliverables:***

- CAD design control file plotting street centerline, right-of-way, and adjacent parcel lines.
- Aerial topographic map
- Topographic Field Survey Data Plotted on Base Map
- Field Notes

***Task 2.3 Assumptions:***

- Excluded are Record of Survey(s), Lot Line Adjustment(s), Corner Records or filing of Maps.
- Obtaining right-of-way and the related need for Title Reports is not anticipated to be required
- Total project length of approximately 11,600 feet.
- An estimated fifteen (15) existing driveways / points of access will require detailed field survey.
- An estimated eight (8) existing drainage courses a distance of approximately 25-feet from existing inlet/outlet.
- Total length of cross-sections approximately 4,700 feet
- Cross-sections include easterly half of roadway only
- Estimated 100 cross-sections +/- (including driveways and intersections)
- Includes 300-ft +/- of Via Montezuma where intersection improvements are anticipated to trigger a 'transition' to join existing improvements.

**Task 2.4 – Site Reconnaissance and Photo Log/Verification Survey**

After base map generation, DEA will conduct a thorough site reconnaissance and a verification of survey to enhance our familiarity with the site, existing conditions, and potential constraints. Special attention will be given to identify existing utilities, driveway locations, existing topography, drainage patterns and improvements, potential design conflicts, and potential property/access constraints. Photographs will be taken and logged in the project file. The verification survey will identify things such as non-compliant driveways, non-compliant ADA ramps, utility conflicts, existing walls and drainage

facilities, or other existing facility where the accuracy from the aerial topographic survey is inadequate to facilitate the project designs.

**Task 2.4 Deliverable:**

- Photo Log with Corresponding Map and Field Notes will be submitted in electronic format for the City's files.

**Task 2.4 Assumptions:** None

**Task 2.5. Geotechnical Investigation**

**2.5.1. – Field Coordination / Field Preparation / Encroachment Permit:** In preparation for the field exploration and prior to starting the subsurface investigation, Leighton will coordinate site access with DEA and/or City personnel so they can mark out locations of proposed borings and notify Underground Service Alert (USA) at least 48-hours prior to commencing the fieldwork. They will also obtain a non-fee City encroachment permit to drill within existing street right-of-way.

**2.5.2 – Field Exploration Program:** Leighton will drill, log and sample 8 to 10 borings to supplement 10 borings previously drilled along this alignment through Leighton's prior work. The borings will be drilled with hollow-stem auger borings within accessible areas along the east side of Diaz Road. Borings will extend to a maximum depth of 10 to 20 feet below ground surface or practical refusal, to evaluate subsurface conditions and collect samples for further laboratory testing. Borings will be backfilled with excavated soil cuttings and pavement (if encountered) will be patched at the surface with cold-mix asphalt. Traffic control will be provided per the W.A.T.C.H manual and borings will generally be placed in existing shoulders or medians to reduce impact on existing traffic (lane closure is anticipated).

**2.5.3 – Laboratory Testing:** Laboratory tests will be performed on selected, representative soil samples to determine pertinent engineering properties. Tests may include insitu moisture/density, sieve analysis, collapse potential, expansion potential, maximum dry density/optimum moisture content, corrosivity testing, and R-Value.

**2.5.4. – Geotechnical Analyses and Report:** Geotechnical data analyses will consist of review of existing in-house data and analyses of the collected data by the Geotechnical Engineer. Leighton will prepare a geotechnical report summarizing the findings and conclusions of the exploration and provide geotechnical parameters for the design and construction of the proposed roadway and drainage improvements.

**2.5.5. – Infiltration Testing:** Leighton will perform up to 4 field infiltration tests in representative areas along the proposed alignment to provide preliminary infiltration rates for onsite storm water retention/ infiltration basin design. The tests will be performed in accordance with the Riverside County Flood Control guidelines for BMP's at a depth of 3 to 5 feet below street subgrade, if known at the time of testing. Additional tests may be needed for final design and/or with the WQMP plan submittal.

**2.5.6. – Plans and Specifications Review:** Leighton will review draft plans and specifications pertaining to geotechnical aspects of the Project for consistency with recommendations from the geotechnical report.

**Task 2.5 Deliverables**

- Three (3) copies of Geotechnical Report signed by California GE
- Geotechnical Map showing boring locations and pertinent geological information

**Task 2.5 Assumptions:**

- Not included are geotechnical testing and observation during construction, or services during bidding to respond to contractor's questions pertaining to geotechnical aspects of the Project
- Infiltration testing will be performed with the same mobilization of the balance of the geotechnical field work
- City encroachment permit fee is expected to be waived.
- Work is to be performed during normal work hours Monday through Friday.
- This project is subject to the Prevailing Wage Law.

**Category 3. Preliminary Analysis and Engineering**

**Task 3.1 –Alternatives Analysis Report and Preliminary Design**

DEA will perform an Alternatives Analysis / Preliminary Design in order to facilitate discussions with the City for determination of a desired alternative to move into Final Design. The Alternatives Analysis will evaluate the various influencing elements of the project [Ref: DEA Proposal for RFP No. 239, June 29, 2019, Section B: Scope of Work, Project Understanding. These elements include environmental impacts, drainage courses, earthwork, existing utilities, right-of-way / property encroachments, access to private property, synergy with future improvements, and a number of other influencing factors.

**Task 3.1 –Traffic Study and Geometric Analysis**

**3.1.1 – Traffic Study and Geometric Analysis:** As part of this work, DEA will prepare a Traffic Operations Analysis report to present the existing and proposed/recommended improvements. The analysis will be based on available traffic data provided by the City, and Traffic Counts conducted by DEA. AM and PM peak hour turn movement counts will be conducted at the five (5) existing key intersections on Diaz Road, from Rancho California Road to Cherry Street. The traffic counts will be conducted at the following intersections:

- Diaz Road and Rancho California Road (including the Old Diaz Road connector)
- Diaz Road and Rancho Way
- Diaz Road and Via Montezuma
- Diaz Road and Avenue Alvarado (future Overland Drive extension)
- Diaz Road and Winchester Road

The traffic counts will be used to analyze the existing traffic conditions and develop traffic/geometric recommendations. The Traffic Report will include the analysis of the existing and future (year 2040) conditions, and include discussions on existing conditions and traffic recommendations for the Project. The analysis of the future traffic conditions will include the following existing and future intersections:

- Diaz Road and Rancho California Road (including the Old Diaz Road connector)
- Diaz Road and Rancho Way
- Diaz Road and Via Montezuma
- Diaz Road and Avenue Alvarado (future Overland Drive extension)
- Diaz Road and Winchester Road
- Diaz Road and Dendy Street
- Diaz Road and Cherry Street

The analysis of the future traffic conditions will focus on the left and right turn lane recommendations in relationship to the guidelines from the City's Circulation Element. The recommendations outlined in the report will be used in the preparation of Preliminary Plans for City input.

The traffic study will coincide with a geometric analysis that will look at the Project holistically and balance the traffic circulation considerations from the traffic study, with the other considerations of the project.

The geometric analysis will focus primarily at the intersections of Cherry Street, Dendy Parkway, Winchester Road, Overland Drive, Rancho Way, and Rancho California Road; where turning movements from Diaz Road will be critical in determining extent of widening needed, right-of-way encroachment, utility/facility impacts, multi-use trail impacts, as well as other considerations. Beyond these intersections, the analysis will also include evaluation of the multi-use trail where it encroaches within the roadway footprint and would need to be relocated. This component of the analysis will need to consider potential environmental impacts and drainage considerations as well.

The analysis will be compiled as a preliminary design report and include project understanding, approach, methodology, summary of alternatives, and estimate of construction cost for each alternative. Potential property acquisition and/or encroachments will note parcel number and acreage. Preliminary plan view designs will be provided in exhibit format.

**3.1.2 – Accessibility Access Analysis:** DEA will utilize City provided ADA Assessment Reports to identify non-compliant ADA facilities within the project limits. A supplemental site observation will be performed to gain concurrence with the ADA Assessment Report findings and recommendations. The observation is specifically not a CASp certified inspection.

The findings and recommendations from the City's ADA Assessment Reports, as well as DEA's supplemental site observation, will be summarized in the Alternatives Analysis

Report. The report will identify each ADA deficiency within the project footprint as well as recommended modifications.

The Accessibility Access Analysis will include considerations to the redundancy of a potential sidewalk in addition to the existing multi-use trail on the east side of Diaz Road. ADA needs will be balanced against drainage needs, environmental impacts, utility/facility conflicts and right-of-way encroachments in making recommendations. Recommended accessibility improvements will be included as part of an overall Preliminary Design drawing for City review and input.

**3.1.3 – Preliminary Hydrology / Hydraulic Analysis and Storm Drain Concept:** As part of our Alternatives Analysis Report and Preliminary Design, a high level hydrology and hydraulic analysis will be performed for the “new” portion of the Project north of Dendy Parkway to Cherry Street (Segment 5)(See Diaz Road Segments). The analysis will identify tributary drainage area, existing and proposed land-uses and drainage course(s), and estimate resulting flow-rates tributary to Diaz Road. Analysis will be based on the guidelines established in the RCFC&WCD Hydrology Manual.

Determined drainage courses and related calculated flow rates will be used to provide conceptual level with the intent of avoiding any new storm drain connections to Murrieta Creek. Based on our initial research, an existing storm drain system is located in Dendy Parkway. This system will be evaluated as a possible point of connection for flows generated from the new portion of Diaz Road. Preliminary hydraulic analysis will be performed based on available record drawings to determine the available capacity of the system. Surface flow/discharge options will also be evaluated as an alternative to making a new connection to Murrieta Creek.

Segments 1 through 4 (See Diaz Road Segments), where there is existing roadway and storm drain infrastructure, it is assumed these existing facilities are adequately sized for existing flows. Hydrology analysis for off-site tributary areas is excluded for these segments of the project.

Recommendations for storm drain will be included in the Alternatives Analysis Report as well as the overall Preliminary Design Exhibit.

The analysis will be advanced to a ‘Final’ Hydrology/Hydraulic Analysis’ upon a determination of preferred alternative(s).

**3.1.4 – Preliminary Water Quality Assessment:** Specific to water quality, DEA’s alternative’s analysis will include consideration to various compliance path options under MS4 Permit requirements (Order No. R9-2013-0001, as amended by Order No. R9-2015-001 and Order No. R9-2015-0100). Applicable compliance options include:

**Green Street Approach:** The project will be eligible for a “Priority Development Project Exemption” if designed and constructed in accordance with the USEPA Green Streets

guidance. A water quality management plan (WQMP) would not be required with this approach.

**Conventional LID Approach:** Prepare a project specific WQMP and implement LID BMP's to satisfy performance standards set forth in the MS4 Permit. The project will qualify as a "Redevelopment" project. Because the proposed improvements will represent less than fifty-percent (50%) of the overall existing roadway improvements, only the new/replaced improvements will be subject to LID performance requirements from the MS4 Permit. **Note that within the City of Temecula, Murrieta Creek is considered exempt from hydromodification and will therefore not be required to implement hydromodification BMP's.**

**Alternative Compliance Path Alternative:** The project may pursue satisfaction of MS4 Permit performance standards by contributing to a regional or offsite mitigation facility. These compliance path options will be evaluated and recommendations made as part of the Alternatives Analysis Report.

**3.1.5 – Alternative Analysis Report / Preliminary Design Plan:** Based on the above described sub-tasks, an Alternatives Analysis Report will be developed presenting a summary of our alternatives analysis and preliminary design studies. The report will include topics of roadway alignment / intersection configuration, sidewalk and ADA improvements, multi-use trail impacts, drainage and LID improvements, right-of-way / property encroachments, and utility conflict identification, as well as approximate construction costs associated with these topics to aid in the evaluation and decision-making process. A Preliminary Design Plan will be included providing a visual version of the Alternative Analysis Report and identifying recommended improvements.

The report and plan will be submitted only after the completion of DEA's QA/QC Procedures described previously in this proposal.

***Task 3.1 Deliverables:***

- Alternatives Analysis Report and Preliminary Design Plan in hard copy and PDF format.

***Task 3.1 Assumptions:***

- Being tributary to Murrieta Creek, the project is exempt from hydromodification.
- Existing storm drain infrastructure has sufficient capacity
- Any new collection points will be directed to existing storm drain infrastructure and "new" discharge points to Murrieta Creek will not be created.

**Task 3.2 – Conceptual Landscape Plan (Medians and Parkways)**

The DEA team will submit a conceptual plan (highlighting the overall design intent based on the major arterial standard drawing) for review, comment, and approval to commence work on the final construction documents. We anticipate the following improvement areas:



- Raised landscaped medians from approximately 1,600-ft north of Rancho California Road (where the existing median terminates) to Cherry Street. (Final plans will indicate proposed planting in the existing median where former plantings have created bare spots).
- East side parkway improvements in accordance with environmental recommendations and as directed by City based on 'major arterial' cross-section (6-ft wide parkway adjacent to sidewalk). We understand this may be optional and low priority, hence incorporating this improvement and providing costs, will assist in determining if this area will involve landscape improvements.
- West side parkway improvements for the property located north and south of Via Montezuma in addition to the Tuscar Metal Supply frontage, GM Brothers Marine as well as the west parkway between Dendy and Cherry. (a cumulative linear distance of 2,500-ft +/-). (These areas will be noted as optional and priced accordingly to allow the City to determine if these improvements will be funded.)

The conceptual plan for the treatment of the median and parkways will be provided indicating the 'typical' design intent and cross section. This plan will include a colored layout of the proposed planting and hardscape in accordance with the City of Temecula's landscape guidelines. (A plant palette with images will also be highlighted). A preliminary opinion of probable costs will be provided to guide in the selection of the desired concept and / or optional areas to be included.

***Task 3.2 Deliverables:***

- One colored conceptual plan providing an overall limit of landscape improvement area
- Two enlargements showing the typical layout of plant material and hardscape
- Images of plant material and proposed hardscape along with photos of the existing corridor

***Task 3.2 Assumptions: None***

**Category 4. Final PS&E**

**Task 4.1 – Final Improvement Plans**

All improvement plans will be prepared in accordance with City standards, requirements, and ordinances. Each milestone submittal will be made only after all submitted documents have completed DEA's QA/QC Plan described previously in this proposal.

It is anticipated that improvement plans will include the following:

**4.1.1 – Title Sheet:** A Title Sheet will be prepared using the City of Temecula Standard Title Block.

**4.1.2 – Detail Sheet(s):** Details will be provided for construction items not included in the City standard drawings, or that require additional instruction for proper construction. Examples of anticipated details include, but are not necessarily limited to: culvert inlet/outlet structures, pavement joint conditions, catch basin local depressions,

pedestrian curb ramps, driveway improvements, LID BMP's, or other detail(s) deemed necessary to provide clarity to the contractor. Typical cross-sections will also be provided on the detail sheets.

**4.1.3 – Street Improvement Plan/Profile:** At a scale of 1"=40', DEA will prepare street and pavement improvement plan/profile sheets for the corridor, including transitional improvements to join existing intersecting streets. Plan view will depict all known above ground and below ground site characteristics. This information will include proposed and existing right-of-way and utility information; topographic data (contours); grading limits; limits of existing pavement and concrete removals, limits of proposed pavement improvements, pedestrian access ramps, sidewalk, curb/gutter and other roadway improvements. Profile will include existing centerline, existing TC/EP, proposed TC/TB (including median curbs), all as applicable to a given portion of roadway.

Because grading improvements are expected to be minimal, grading will be shown on the applicable Street Plan sheets. Designs will be prepared detailing grading activities required for the roadway improvements as well as any water quality mitigation facilities. Retaining walls, if necessary, are anticipated to be small (less than 4.0'). Plans will indicate alignment and top of wall and top of footing elevations only.

**4.1.4- Street Light Plan:** Street Light Plans will be prepared for the Project limits in accordance with City of Temecula design standards for type, location, and spacing. It is assumed that electrical design will be performed by Southern California Edison (SCE). DEA will coordinate with the City who will process the required work order with SCE.

**4.1.5 – Storm Drain Plan/Profile:** Storm drain plan and profile sheets will be prepared for the culvert systems crossing beneath Diaz Road as well as localized drainage systems within the roadway. Storm drain plans will include storm drain, catch basin, and LID BMP improvements. Storm drain plan/profile sheets are anticipated to be prepared at a scale of 1"=20'.

**4.1.6 – Erosion Control Plan:** An erosion control plan will be prepared consistent with the requirements from the Statewide Adopted NPDES Storm Water Permit for Construction (Water Quality Order 2009-0009 DWQ) and in coordination with the Project SWPPP.

**4.1.7 – Planting Plan:** Planting plans will include a plant legend indicating proposed plantings in addition to information regarding decorative rock, boulders and hardscape improvements. The legend will indicate the botanical and common names, quantity, size, and remarks (such as variety and staking procedure). The plans will provide an integrated palette of material in accordance with existing plantings found throughout the corridor. Plans will be prepared for the center median, easterly parkway, and westerly parkway where existing landscape improvements do not exist.

**4.1.8 – Irrigation Plan:** DEA will prepare irrigation improvement plans to address the proposed landscaped medians and parkways. The irrigation plans will provide the

necessary information for a complete and fully automatic irrigation system for the Diaz Road corridor. The plans will indicate the point(s) of connection, backflow prevention method, pressure regulation (as necessary), and equipment size and type in the irrigation legend. The design plans will comply with AB1881 and B-37-16, Rancho California Water District and State mandates for water use, and will include calculations and soil lab results required by to meet Model Water Efficient Landscape Ordinance (MWEL0).

The State of California continues to implement new guidelines to their water ordinances and therefore many requirements are being requested from both the State and local agencies. The following information will be provided:

- Prepare water usage calculations (Maximum Applied Water Allowance MAWA and Estimated Total Water Use ETWU) based on water ordinance.
- Provide water efficient landscape worksheet and hydrozone table for each remote control valve per new ordinance (water use category, area served in s.f., controller number, valve size and flow).
- Obtain horticultural soils report (Agronomic data) based on soil samples obtained from site by DEA.
- Report to be provided by Waypoint Analytical or equal.
- Provide irrigation run time schedule per ordinance based on soil type.
- Rain sensors will be added per ordinance.
- Statement note will be added regarding ordinance.

**4.1.9 – Signing and Striping Plan:** DEA will prepare and process the Signing and Striping Plans for Diaz Road between Rancho California Road and Cherry Street. Signing and striping improvements for intersecting streets will be provided to the extent necessary to safely transition lane configurations and turning movements to existing improvements. Plans will be prepared in accordance with the latest edition(s) of the CA MUTCD and City of Temecula requirements and specifications.

**4.1.10 – Traffic Signal Modification Plan:** A Traffic Signal Modification Plan will be prepared at a scale of 1"=20'. The plans will be prepared in accordance with City of Temecula requirements and CA MUCTD standards. Signal modifications are anticipated to be needed at the intersection of Winchester Road and Rancho Way to accommodate revised turning movements and the Diaz Road widening (as applicable).

**4.1.11 – Traffic Signal Interconnect Plan:** DEA will prepare a Traffic Signal Interconnect Plan for Diaz Road, between Rancho California Road and Cherry Street. The interconnect will include provisions for the planned traffic signal at Overland Drive and Diaz Road, and will extend to Cherry Street to accommodate potential future traffic signal needs. The plans will be prepared in accordance with the CA MUTCD and City of Temecula requirements and specifications.

***Task 4.1 Deliverables:***

- Two (2) hard (bond) copies at the 30%, 60%, 90% and 100% completion stages.
- Upon City approval, one (1) hard (Mylar) original copy.

**Task 4.1 Assumptions:**

- Retaining walls, if necessary, will be based on Caltrans and/or Standard Plans for Public Works Construction (SPPWC) “Greenbook” Standard Plans and Specifications. Structural calculations are not included
- For the westerly parkway, landscape improvements include the “gaps” in the existing landscaped parkways. Total length of westerly parkway landscaping is estimated at approximately 2,500-ft
- Electrical designs will be prepared by SCE and utility coordination will be led by the City
- Design of Diaz Road assumes closure/vacation of “old” Diaz Road, but does not include relocation of the dedicated right-hand turn, westbound Rancho California Road to northbound Diaz Road.

**Task 4.2. Final Hydrology and Hydraulic Study**

**4.2.1 – Final Hydrology and Hydraulic Study:** Using the contour maps available from the City’s GIS database, DEA’s hydrology/hydraulics team will generate drainage maps delineating the tributary drainage area for the drainage courses traversing the “new” roadway portion of the Project (Segment 5, Dendy Parkway to Cherry Street)(See Diaz Road Segments). Flow-rates will be calculated using the methodologies outlined in the RCFC&WCD Hydrology Manual. Corresponding flow-rates will be used in designing the related storm drain and any inlet/outlet structures that may be needed to pass flows across Diaz Road.

Localized hydrology analysis will also be performed for the roadway itself. Catch basins and storm drain systems resulting from the project will be designed in accordance with the Riverside County Transportation Department (RCTD) hydraulic design criteria. Street carrying capacity will be verified and catch basins introduced at strategic locations if street capacity is determined to be insufficient, or when newly introduced raised medians create a localized sump condition. When connecting new facilities to existing, the carrying capacity of the existing storm drain system will be verified.

**4.2.2 – Floodway Hydraulic Study:** DEA’s hydrology/hydraulics team will prepare a separate hydraulic analysis of Murrieta Creek for review by the City and the RCFC&WCD. The current hydraulic model for Murrieta Creek will be obtained from RCFC&WCD for our use in comparing a ‘pre’ and ‘post’ project condition hydraulic analysis and in demonstrating a “no negative impact” to Murrieta Creek.

**Task 4.2 Deliverables:**

- Two (2) hard copies and a digital copy in PDF format of the Final Hydrology and Hydraulic Study at the 60%, 90% and 100% completion stages.
- Two (2) hard copies and a digital copy in PDF format of the Floodway Hydraulic Study. Includes two (2) submittals to RCFC&WCD and the City.

**Task 4.2 Assumptions:**

- Existing storm drain facilities are adequately sized for existing conditions and hydrology/hydraulic calculations to verify such are not included.

- Existing hydrologic and hydraulic data will be provided to DEA by the City for the existing storm drain systems within the Project footprint.
- Roadway improvements will result in a “no negative impact” to the floodway limits of Murrieta Creek
- City’s GIS Topo Maps will be provided for use in developing tributary drainage areas
- As-built plans of existing storm drains will be provided by the City for City owned storm drain systems

#### **Task 4.3. Final Water Quality Management Plan (WQMP)**

A WQMP will be prepared in accordance with the Riverside County Municipal Storm Water Permit (MS4) for the San Diego Regional Water Quality Control Board: Order No. R9-2013-0001 and Fact Sheet as amended by Order No. R9-2015-0001 and Order No. R9-2015-0100. Preparation of the WQMP will follow the WQMP Template and Guidelines from the City of Temecula. If a “Green Street” approach is determined during the Alternatives Analysis phase, this task will focus on the elements needed to qualify the Project as a “Green Street” under the USEPA Green Streets guidance document.

##### ***Task 4.3 Deliverables:***

- Two (2) hard copies and a digital copy in PDF format at the 60%, 90% and 100% completion stages

##### ***Task 4.3 Assumptions:***

- The Project is exempt from hydromodification.

#### **Task 4.4. Construction Cost Estimate**

DEA will prepare construction costs estimates on a per unit basis for all proposed improvements. The format will directly match the contractor bid schedule for ease of comparison. The estimates will be in tabular form and utilize the City’s template. Each construction item will show bid item, quantity, unit, unit price, and total cost.

##### ***Task 4.4 Deliverables:***

- Two (2) hard copies and a digital copy in PDF format at the 30%, 60%, 90% and 100% completion stages

##### ***Task 4.4 Assumptions: None***

#### **Task 4.5. Technical Specifications/Special Provisions**

DEA will prepare the final technical specifications / special provisions for the project. The technical specifications will reference Caltrans and Greenbook Specifications for methods and materials. DEA will provide the technical specifications, bid schedule, and pay item descriptions for the City’s use in preparing the Bid package.

As part of the special provisions, DEA will provide traffic control criteria to provide guidance to the Contractor for them to develop a detailed traffic control plan. The criteria will outline such requirements as number of lanes to remain open in each direction,

changeable message sign locations and notifications, and access to surrounding properties. DEA will develop a representative concept plan in support of developing the criteria as part of the special provisions. These special provisions will be used as a guideline for the Contractor in preparing their own Traffic Control Plan tailored specifically to their construction phasing and staging needs.

Our experience indicates that more often than not, a Contractor will request a deviation from the engineered plans and will submit their own traffic control plan as an alternative. Our proposed approach avoids the potential for duplication of work and possibility of the City paying for the same service twice.

***Task 4.5 Deliverables:***

- Two (2) hard copies and a digital copy in Word and PDF formats at the 60%, 90% and 100% completion stages.

***Task 4.5 Assumptions:***

- The City will prepare the Bid Specification Package based on Technical Specifications / Special Provisions prepared by DEA.

**Category 5. Environmental Services**

DEA has teamed with HELIX Environmental Planning (HELIX) and Leighton Group, Inc. (Leighton) to provide Environmental Services on the Project.

**Task 5.1 – Phase I Environmental Site Assessment (ESA)**

Leighton will provide the Project Phase I ESA as follows:

**5.1.1 – Records Review:** A review of reasonably ascertainable federal, state and local databases for environmental listings on and nearby the site will be performed. ASTM E1527-13 and AAI guidelines will be used for the minimum search distances. Types of databases include in the search will include, but not be limited to:

- Federal: NPL, CERCLIS, RCRA, IC/EC Registries, ERNS and
- State and Tribal: NPL-equivalent, CERCLIS-equivalent, landfill and/or solid waste disposal sites, leaking storage tank lists, registered storage tank lists, IC/EC control registries, voluntary cleanup sites, and brownfield sites.

Leighton will also review reasonably ascertainable, published literature regarding general hydrogeologic conditions in the site vicinity. As judged necessary to assess potential environmental concerns, we may also contact other city, county, state or federal agencies who may potentially have additional information of interest for the site. These agency searches will likely be limited by the fact that specific street addresses are needed by some agencies to search for records related to the site. In some cases, where relatively extensive files of potential concern exist for the site or nearby properties, we may recommend a more detailed review of these agency files as a supplemental or additional task to the Phase I ESA, and at an additional fee.



**5.1.2 – Historical Review:** Leighton will review reasonably ascertainable historical sources of information regarding site usage dating back to first developed use, or back to 1940, whichever is earlier.

**5.1.3 – Site Reconnaissance:** Leighton will also visit the property for an observational reconnaissance of accessible areas to look for any obvious visual indications of environmental concerns. The site reconnaissance will be conducted by a qualified environmental professional as defined in ASTM E 1527-13 and AAI. The site reconnaissance will be photo-documented.

During the site reconnaissance, Leighton will also conduct a limited, cursory visual evaluation for obvious indications of lead-based paint, asbestos, water damage and mold on the site, if applicable. No actual testing, sampling, or measurements for these items will be conducted as a part of this Phase I ESA.

A visual reconnaissance of adjoining properties will also be completed from the subject site and/or publicly accessible areas, for potential issues of environmental concern to the subject site.

**5.1.4 – Interviews:** A reasonable attempt will be made to interview persons familiar with the subject site and historical site usage or operations. DEA/City should provide contact information (name, company, phone no., address) for the site owner, and any site manager or occupant. Questionnaires may be provided in addition to, or in lieu of, these interviews.

Note that a Phase I Environmental Site Assessment Owner/Site Contact Interview Form should be completed by the owner of this site and returned to us. Information provided on this form is an important part of the Phase I ESA.

**5.1.5 – Report Preparation:** A report will be prepared in general accordance with ASTM E1527-13 guidelines. The report will include our findings, opinions and conclusions, and will be signed by an environmental professional meeting the qualifications indicated in ASTM E1527-13.

***Task 5.1 Deliverables:***

- One electronic copy of the Phase I ESA report in PDF format

**Task 5.2 - Air Quality/Greenhouse Gas Emissions Technical Report**

HELIX will prepare an air quality and greenhouse gas (GHG) letter report in accordance with the requirements of the State of California Environmental Quality Act (CEQA). The project proposes improvements to an existing roadway and is not expected to result in any operational air pollutant or GHG emissions once developed. Therefore, air pollutant modeling will focus on emissions from construction only. HELIX will coordinate with DEA/City to obtain data relative to construction start and completion dates, phasing of the elements of construction, and construction methods. Construction emissions will be quantified using the Sacramento Metropolitan Air Quality Management District's

(SMAQMD) Roadway Construction Emissions Model. Construction emissions will be compared with the South Coast Air Quality Management District (SCAQMD) CEQA thresholds. Exposure of local receptors to criteria pollutants generated during construction will be analyzed using the SCAQMD Localized Significance Thresholds (LST) methodology. A qualitative evaluation of potential health risks and objectionable odors from the project will be conducted in accordance with the recommendations found in CARB's Air Quality and Land Use Handbook: A Community Health Perspective.

For GHG emissions, the SCAQMD interim threshold of 3,000 metric tons of GHG emissions per year will be used to assess impacts. Significance will also be assessed by considering whether implementation of the project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs.

If potential significant impacts are identified, mitigation will be recommended to reduce pollutant emissions. HELIX will provide the results of the air quality and GHG analyses in a letter report. This will include a brief description of the project, analytical methods used, and the results of the analyses described above, including a determination of the level of significance of impacts in accordance with CEQA guidelines.

***Task 5.2 Deliverables:***

- One electronic copy of the Air Quality/Greenhouse Gas Emissions Technical Report

**Task 5.3 - Acoustical Analysis and Report**

HELIX will conduct an acoustical analysis and prepare a corresponding report for the project to analyze potential noise impacts from construction and operation of the completed project. HELIX will conduct a field inspection of the project area, document and photograph surrounding developments and land features, and measure the current ambient transportation noise impacting the project site with concurrent vehicle counts on Diaz Road. A total of two short term (1-hour equivalent) noise measurements with concurrent traffic counts will be taken. HELIX will review the project traffic report and prepare a table of traffic volumes for planning conditions of the roadway segments that would be affected by the project. HELIX will acoustically model existing and future project conditions using Traffic Noise Model (TNM version 2.5) to estimate the change in traffic sound levels as a result of the roadway construction/widening as it may affect nearby noise-sensitive uses (such as schools, residences, or sensitive habitat areas) and develop contour distances. HELIX will evaluate whether the project would result in a significant noise impact per the applicable City General Plan requirements or a cause substantial increase in ambient noise levels. If required, HELIX will plan exterior use area noise control to comply with the City requirements. Construction noise and vibration will be analyzed to determine potential off-site noise impacts to noise-sensitive uses. A technical report will be prepared for submittal to the City, presenting the results of the noise impact evaluation. The report will address City compliance guidelines, as outlined in the Noise Element and Noise Ordinance, and will include a description of the existing noise environment; applicable noise limits; predicted project noise levels, potential impacts, and mitigation measures to reduce impacts, if appropriate.

### **Task 5.3 Deliverables:**

- One electronic copy of the Acoustical Analysis and Report

### **Task 5.4 - Biological Resources Surveys and Reports**

**5.4.1 – General Biological Survey and Jurisdictional Assessment:** HELIX will conduct a general biological survey to map current vegetation communities; assess suitability of habitat for sensitive plant and animal species (including habitat assessments for burrowing owl [*Athene cunicularia*]); and preliminarily identify and map potential jurisdictional waters (if any), including Riparian/Riverine Areas and Vernal Pools in accordance with Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Section 6.1.2 requirements. The locations of sensitive species incidentally observed or otherwise detected during the general biological survey will be mapped in the field. The results of the general biological survey will determine future survey needs for sensitive species. The complete survey results and mapping will be included in the General Biological Resources Assessment (GBRA) and MSHCP Consistency Report described below.

**5.4.2 – General Biological Resources Assessment:** HELIX will prepare a GBRA report to support California Environmental Quality Act (CEQA) review of the project by the City. This report will describe the survey methods employed, present the results of the fieldwork, assess the potential for additional sensitive resources to occur on the site, identify regulatory issues related to the resources on the site, calculate project impacts (including fire clearing) and recommend potential mitigation measures in accordance with the MSHCP and CEQA Guidelines. The City will provide a site plan that includes grading (including remedial) and brush management for the project. HELIX will submit an electronic copy of the draft report to the City for review. HELIX will revise the draft report based on one set of comments provided by project team. HELIX will then finalize the report and submit electronic and up to four hard copies of these documents to the City. This task assumes analysis of only one version of the site plan and project description.

**5.4.3 – Burrowing Owl Survey:** HELIX biologists will conduct focused protocol-level surveys for the burrowing owl (*Athene cunicularia*) on the project site and off-site areas in accordance with the survey protocol outlined in the March 29, 2006 Burrowing Owl Survey Instructions for the Western Riverside MSHCP Area, which will consist of habitat assessment, focused burrow survey, and focused owl survey components. The focused owl surveys, which will consist of four site visits, will be conducted during the breeding season (March 1 through August 31), and will be documented in a letter report discussing the survey methods, transect width, duration, conditions, and results. Appropriate maps showing burrow locations will be included. An electronic copy of the report will be provided to the City for their records.

**5.4.4 – Least Bell's Vireo Survey:** HELIX will conduct surveys for the federally and state listed endangered least Bell's vireo (*Vireo bellii pusillus*) within appropriate habitat on the project site during the 2020 survey window. The surveys will follow the most current USFWS protocol that requires eight surveys at least ten days apart between April 10 and

July 31. As required under the USFWS protocol for conducting vireo surveys, HELIX will submit a written report to the USFWS after completing the final survey.

**5.4.5 – Southwestern Willow Flycatcher Survey:** If construction activities are proposed during the nesting season (May 1 through August 31) for southwestern willow flycatcher (*Empidonax traillii extimus*), HELIX will conduct surveys for the federally and state listed endangered species within the appropriate habitat on the study area. The surveys will follow the most current USFWS protocol that requires five surveys be conducted between May 15 and July 17. According to this protocol, the first survey is to be conducted between May 15 and May 31, the second between June 1 and June 24, and the third through fifth surveys between June 25 and July 17, with a minimum of five days separating each survey. As required under HELIX's 10(a)(1)(A) recovery permit (TE778195) with the USFWS, a report will be submitted to the USFWS. An electronic copy of the report will be provided to the City. HELIX is required by its recovery permit to provide the USFWS with a 15-day notice prior to beginning surveys.

**5.4.6 – MSHCP Consistency Report:** HELIX will prepare a letter report to support MSHCP consistency determination and CEQA review for the project. The report will document project consistency with the MSHCP. Figures and photographs will be provided as attachments to the report, as needed. HELIX will submit an electronic copy of the draft report to project team for review. HELIX will revise the draft report based on one set of comments provided by project team. HELIX will then finalize the report and submit electronic and up to four hard copies of these documents to the City. This task assumes analysis of only one version of the site plan and project description.

**5.4.7 – HANS Application Support and Processing:** The project is proposed within MSHCP Criteria Cell 6888 within Subunit 6 (Santa Rosa Plateau) of the Southwest Area Plan. As such, the City, Western Riverside County Regional Conservation Authority (RCA), and the Wildlife Agencies will require processing of a HANS Application. HELIX will analyze the project's consistency with the target conservation goals and objectives for Criteria Cell 6888 and prepare a HANS application using the biological resources findings obtained through implementation of other tasks. HELIX will submit the HANS application package to the project team for review and revise the application package based on one set of comments. HELIX will submit the final application package to the City to initiate the HANS process.

The effort necessary to process a HANS can vary depending on the biological resource issues, agency staff assignments and project priorities, and mitigation negotiations, among other factors. A HELIX Principal Regulatory Specialist will attend a single meeting with the project team, City, RCA, and/or Wildlife Agencies as part of the HANS processing. This task also includes an additional meeting with the project team.

**5.4.8 – Determination of Biologically Equivalent or Superior Preservation (DBESP):** If avoidance of impacts to riparian/riverine areas is infeasible, HELIX will prepare a DBESP analysis for compliance with the MSHCP. The analysis will consist of a report with supporting exhibits; existing project documentation will be used to the greatest extent

feasible. Coordination with the project team will be required to review project design and mitigation measures. The purpose of the DBESP analysis will be to analyze and document project measures that replace lost functions and values of habitat as it relates to MSHCP-covered species. HELIX will submit an electronic copy of the draft report to the project team for review. HELIX will revise the draft report based on one set of comments provided by the project team. HELIX will then finalize the report and submit electronic and up to three hard copies of these documents to the City. This task assumes analysis of only one version of the site plan and project description.

**5.4.9 – Biological Resources Team Management/Meetings:** HELIX has assumed 35 hours of Principal Regulatory Specialist time for management/meetings with the project team and applicable agencies. If the project team requests additional services that cause HELIX to exceed the time allocated for this task, additional authorization would be required.

**Task 5.4 Deliverables:**

- One electronic copy of the General Biological Resources Assessment
- One electronic copy of the Burrowing Owl Survey Report
- One electronic copy of the Least Bell's Survey Report
- One electronic copy of the Southwestern Willow Flycatcher Survey Report
- One electronic copy of the MSHCP Consistency Report
- One electronic copy of the Project HANS Application Package
- One electronic copy of the DBESP

**Task 5.5 - Cultural Resources and Paleontological Technical Studies**

HELIX will prepare a cultural resources study in compliance with CEQA. As part of the study, HELIX will obtain and review a records search from the Eastern Information Center; contact the Native American Heritage Commission (NAHC) for a Sacred Lands File search and list of Native American contacts; contact the local Native American community, as identified by the NAHC; review historic maps and aerial photographs of the project area; conduct a field survey, assuming a 25-foot wide survey corridor on each side of the existing roadway and each side of the unpaved right-of-way north of Dendy Parkway; and prepare a cultural resources survey report detailing the methods and results of the survey, as well as recommendations. A Luiseño Native American monitor from the Pechanga Temecula Band of Luiseño Indians will be included during fieldwork (the Native American monitor would be subcontracted to HELIX). The scope assumes that no cultural resources will be identified during the survey and no evaluation of historic structures will be required.

This scope does not include testing/evaluation of any cultural resources. If archaeological resources are identified within the project area, they must be recorded and tested to assess significance; the scope and cost of such testing would depend on the extent and nature of resources identified and would require a contract modification.

As a subcontractor to HELIX, Paleo Solutions will obtain a paleontological record search from the Western Science Center, conduct a field survey, review the GIS of geology, and

conduct a background literature search that will be compiled into a technical inventory report.

***Task 5.5 Deliverables:***

- One electronic copy of the Cultural Resources and Paleontological Technical Studies

**Task 5.6 - State Assembly Bill No. 52 Consultation Support**

HELIX will assist the City in notifying local Native American tribes per Assembly Bill 52 (AB52). HELIX will rely on a City-maintained list of interested tribes who have requested notification of projects within the City's jurisdiction and will also rely on a Sacred Lands File search, which will be obtained as part of the cultural resources study (Task 5 above). As part of the tribal outreach, HELIX will draft notification letters to be sent on City letterhead to the interested tribes, assist City staff in addressing questions/concerns or requests for further consultation from the Tribes contacted, and will attend up to one meeting with a Tribal representative and City staff. For cost purposes, HELIX has assumed 12 hours of Senior Archaeologist/Cultural Resources Specialist time for this task. Only the number of hours expended will be billed; if the Client requests additional services that expend this budget, a contract augment will be required.

***Task 5.6 Deliverables:***

- One electronic copy of the Draft Notification Letters

**Task 5.7 - Draft IS/MND**

Based upon review of the environmental technical studies, the City (as lead agency) will determine the appropriate environmental document in consultation with HELIX. Based upon preliminary review of the project site, proposed improvements, and regulatory setting, a CEQA IS/MND is anticipated. If a higher level CEQA document is identified as the appropriate document for the proposed project, then additional project development services will be scoped and subject to amendment of this agreement.

HELIX will prepare a Draft IS/MND, pursuant to CEQA, for the project. The Draft IS/MND will follow the City's standard IS/MND format and will include a description of the project, an IS checklist, and supporting exhibits. The Draft IS/MND will summarize the results and conclusions of technical studies prepared for the project, as well as address each environmental issue in the IS checklist. Any technical reports not included in this Scope of Services that are needed to complete the Draft IS/MND will be provided by DEA, such as geology, hydrology/water quality, hazardous materials, and traffic.

HELIX will provide an electronic copy of an administrative Draft IS/MND for DEA review. Upon incorporation of appropriate revisions (which are assumed to be minimal, not requiring new or substantially revised analysis), an electronic copy of the screencheck Draft IS/MND will be produced for review by DEA and the City. Following revisions (which are assumed to be minor, not requiring new or substantially revised analysis), HELIX will produce up to 10 printed copies of the Draft IS/MND and 10 CDs containing the Draft IS/MND and supporting technical studies.



HELIX will prepare a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration for review and approval by the City. HELIX will prepare a Notice of Completion (NOC) and submit 15 CDs containing the Draft IS/MND along with 15 Summary Forms to the State Clearinghouse. HELIX will distribute the NOI and Draft IS/MND using a distribution list provided by the City and to any required radius recipients, file the NOI at the County Clerk for recording on the “start date” of the public review period and provide original recorded stamped copy to the City, and place newspaper advertisements in the San Diego Tribune. County Clerk filing fees are not included in this proposal.

***Task 5.7 Deliverables:***

- Draft IS/MND and Technical Studies (digital and printed copies as summarized above)
- NOI
- NOC
- 15 CDs and Summary Forms for State Clearinghouse
- Recorded copy of NOI filed with County Clerk
- Proof of advertisement

**Task 5.8 - Final MND**

In consultation with the DEA and City, HELIX will respond to comments received on the content of the Draft IS/MND during public review of the document. For the purposes of this cost estimate, it is assumed that the preparation of responses will not require more than 20 hours of professional staff time.

HELIX will also prepare a Mitigation Monitoring and Reporting Program (MMRP), which assumes up to 8 hours of professional staff time. The responses, MMRP, and revisions to the Draft IS/MND (as needed) will be incorporated into the Final MND (up to 8 hours of professional staff time). HELIX will provide DEA and City with an electronic copy of a screencheck Final MND. One set of revisions will be completed prior to finalizing the deliverables (which are assumed to be minor, not requiring new or substantially revised analysis, with up to 4 hours of professional staff time). HELIX will produce up to 5 printed copies of the Final MND, along with 5 CDs.

HELIX will prepare the Notice of Determination (NOD) for review and approval by the City. HELIX will file/submit the NOD at the County Clerk and the State Clearinghouse within five days after adoption of the Final MND. County Clerk and CDFW CEQA filing fees are not included in this proposal.

***Task 5.8 Deliverables:***

- Final MND (digital and printed copies as summarized above)
- NOD

**Task 5.9 - Preparation and Submittal of Regulatory Permit Applications**

HELIX will prepare and submit the following permit application materials for the proposed project:

- **Agency Pre-application Meeting.** HELIX will assist the City in coordinating and attending a pre-application meeting with the USACE, California Department of Fish and Wildlife (CDFW, and/or Regional Water Quality Control Board (RWQCB) to discuss the project, present the updated jurisdictional delineation findings, and establish the course for project permitting. HELIX has assumed preparation and up to 2 meetings with project team and agencies budgeted at 6 hours each for HELIX's Principal Regulatory Specialist. Only the number of hours expended will be billed; if the City requests additional services that expend this budget, a contract augment will be required.
- **Preliminary Jurisdictional Determination (PJD) Form.** HELIX will prepare a standard PJD form that will serve as a stand-alone summary of USACE jurisdiction within the site. HELIX will complete the two-page form based on the jurisdictional delineation report. Applicable figures depicting potential USACE jurisdiction and proposed impacts will be appended to the form.
- **CWA Section 404 Permit.** Based on the information available to HELIX, it is assumed that the project will qualify for the preparation and submittal of a Nationwide Permit package to the USACE. HELIX will prepare the following draft materials as part of the 404 permit: cover letter, Pre-Construction Notification, and additional pages.
- **CWA Section 401 Request for Water Quality Certification.** Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a 401 Water Quality Certification application to the RWQCB for impacts to waters of the State. No isolated waters of the State subject to Waste Discharge Requirements pursuant to the State Porter-Cologne Water Quality Control Act are expected to occur at the project site or be impacted by the project activities. Issuance of a 401 certification by the RWQCB or demonstration that the RWQCB did not take action on the certification request is a material part of fulfilling the conditions of the CWA Section 404 Nationwide Permit. HELIX will prepare the following draft materials as part of the 401 certification request: cover letter; Request for Water Quality Certification application form; and jurisdictional delineation and PJD form. The City will provide HELIX with the CEQA documentation, Water Quality Management Plan, Hydrology and Hydraulics Study (if applicable), Storm Water Pollution Prevention Plan (if available), and detailed description and plans for Best Management Practices, which will also be included in the 401 certification request. A standard application fee is also required by the RWQCB. HELIX assumes that a check for the required fee will be provided by the City for submittal to the RWQCB. This task assumes that an alternatives analysis will not be required. If an alternatives analysis is required, a budget augment request to prepare an alternatives analysis consistent with Section 230.10 of the State Supplemental Dredge or Fill Guidelines will be provided.
- **California Fish and Game Code Section 1602 Notification of Lake or Streambed Alteration.** Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a standard 5 year Section 1602 Streambed Alteration Agreement request to the CDFW for temporary and permanent impacts to jurisdictional streambed and/or riparian habitat. HELIX will prepare the following draft materials as part of the 1602 agreement request: cover

letter; Notification of Lake or Streambed Alteration application form; jurisdictional delineation; and statement based on information available to HELIX. A standard application fee is also required by the CDFW. HELIX assumes that a check for the required fee will be provided by the City for submittal to the CDFW.

**Task 5.9 Deliverables:**

- HELIX will submit an electronic copy of the draft permit application materials to the project team for review. HELIX will revise the draft permit application materials based on one set of comments provided by the project team. HELIX will finalize the permit application materials and submit electronic and hard copies of the final permit application materials to the appropriate regulatory agencies. An electronic and 2 hard copy binders of permit application materials are included in this task.

**Task 5.10 - Processing of Regulatory Permit Applications**

Once permit applications are submitted to the appropriate regulatory agencies, HELIX will provide support to the City during agency processing of permit application materials. HELIX will serve as the primary point of contact for the regulatory agencies and will lead coordination efforts on behalf of the City. Specific support tasks expected to be provided by HELIX include performing outreach to the agencies via phone and e-mail correspondence; coordinating with project team regarding additional information needs during permit processing; and preparing additional information in response to agency comments. For the purposes of providing this cost estimate, HELIX has assumed 88 hours of Principal and Senior Regulatory staff time to support Client during coordination of permit processing under this task. Only the number of hours expended will be billed. If the City requests additional services that expend this budget, a contract augment will be required.

**Task 5.10 Deliverables: None**

**Task 5.11 - Environmental Services Project Management and Meetings**

HELIX will provide general services as the project undergoes environmental processing with DEA and City. Management tasks will consist of communication and coordination with the project team. Other management responsibilities will include tracking budgets and reviewing schedule progress. For cost estimating purposes, it is assumed that project management will average four hours per month of the HELIX Project Manager's time over a six month period, as well as 8 hours of Principal Planner time for project oversight.

HELIX's Project Manager and Biologist will attend up to two project team meetings with DEA and/or City staff. The meetings are assumed to require an average of four hours each. No specific presentation graphics are anticipated for either of the meetings, and it is assumed that attendance at public hearings will not be required of HELIX, but if requested, HELIX staff can attend hearings on a time and materials basis.

**Task 5.11 Deliverables: None**

**Category 5 Assumptions:**

- (PH I ESA): Access to ALL areas of the site is presumed to be made available
- (PH I ESA): All site property is within the public Right of Way, and no new property acquisitions are involved
- (PH I ESA): No testing, sampling, measurements or analysis of air, water, soil, soil gas, building materials or other media are included
- (PH I ESA): A maximum of three professional manhours is included to respond to any questions or comments from client, any governmental agency, or their representatives
- (PH I ESA): This project is subject to Prevailing Wage Law
- DEA will provide HELIX with current digital baseline data of the project site (site plan and planned topographic contours) for producing maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), or .shp (ArcView shapefiles).
- DEA will provide HELIX with available project design plans/graphics, including civil engineering plans, architectural plans, landscape plan, and preliminary elevation drawings, and/or other images in both printed and digital format. The plans will need to clearly define the proposed limits of work, which will be used for the technical reports described in this scope of services.
- Costs associated with public meetings, biological surveys not specifically described above, (“additional work”) are not included within the scope of services required of HELIX under this Agreement.
- The City together with DEA will identify any potential off-site components associated with the project prior to HELIX conducting the first nesting bird survey. If additional off-site components are identified after the first survey, a budget augment to assess additional project areas may be required.
- Task 5.10 assumes that direct impacts to RWQCB jurisdictional “waters of the State” will not require an alternatives analysis. If an alternatives analysis is required, a budget augment request to prepare corresponding alternatives analyses for Tier 2 or Tier 3 projects, consistent with Section 230.10 of the State Supplemental Dredge or Fill Guidelines, will be provided in compliance with the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State adopted by the State Water Resources Control Board on April 2, 2019.
- DEA will provide HELIX with assumptions for construction of the project to be used in air quality, GHG, and noise modeling. If assumptions are not provided, defaults based on similar projects will be used.
- Any unforeseen project design changes, project design refinements, or additional work that must be completed in response to City and/or DEA requests once preparation of the technical analysis or IS/MND have begun, which result in additional field work, remodeling, meeting and/or hearing attendance, or substantive revisions may require a contract augment.
- The scope assumes a negative archaeological survey. If archaeological resources are identified within the project area, they must be recorded and tested to assess significance; the scope and cost of such testing would depend on the extent and nature of the resources identified and would require a contract modification.

- For cost estimating purposes, HELIX has assumed 1 round of minor revisions to each of the technical reports to address comments from the Client or City. Major or multiple rounds of revisions would require additional authorization.

## **Category 6. Bid Support Services**

### **Task 6.1 - Bid Support Services:**

DEA will provide engineering bid support services during Project bidding.

#### ***Task 6.1 Deliverables:***

- Bid Phase RFI Response, as applicable
- Bid Phase Plan Clarifications and Plan Revisions, as applicable

#### ***Task 6.1 Assumptions:***

- Task is proposed on a Time & Material basis and is based on providing a maximum of twenty (20) hours of bid support services. Additional man-hours will be subject to additional compensation upon approval by the City.

## **Category 7. Detailed Cross-Sections**

### **Task 7.1 – Detailed Cross-Sections**

DEA will prepare detailed cross-sections to demonstrate cohesion of the widening and landscape median improvements with existing cross-slopes of the roadway, at 50-foot intervals following the City's requirements.

#### ***Task 7.1 Deliverables:***

- Two (2) hard (bond) copies at the 60% and 100% completion stages
- Upon City approval, one (1) hard (Mylar) original copy

#### ***Task 7.1 Assumptions:***

- Total length of cross-sections approximately 4,700 feet
- Cross-sections include easterly half of roadway only
- Estimated 100 cross-sections +/- (including driveways and intersections)



Diaz Road Segments

Diaz Road Expansion Project, PW17-25 - Segment Map



SEGMENT	DESCRIPTION/LIMITS
Segment 1	Rancho California Road to 1,600-ft +/- north of Rancho California Road
Segment 2	1,600-ft +/- north of Rancho California Road to Via Montezuma
Segment 3	Via Montezuma to 300-ft south of Avenue Alvarado / Overland Drive
Segment 4	300-ft south of Avenue Alvarado / Overland Drive to Dendy Parkway
Segment 5	Dendy Parkway to Cherry Street

## **EXHIBIT B**

### **PAYMENT RATES AND SCHEDULE**

<b>Category 1 – Project Management</b>	<b>49,208.00</b>
<b>Category 2 – Project Research and Investigation</b>	<b>129,786.00</b>
<b>Category 3 – Preliminary Analysis and Engineering</b>	<b>51,892.00</b>
<b>Category 4 – Final PS&amp;E</b>	<b>285,997.00</b>
<b>Category 5 – Environmental Services</b>	<b>198,004.00</b>
<b>Category 6 – Bid Support Services</b>	<b>3,295.00</b>
<b>Category 7 – Detailed Cross Sections</b>	<b>8,630.00</b>
<b>Reimbursable / Direct Costs</b>	<b>6,500.00</b>
<b>Total</b>	<b>\$ 733,312.00</b>