

CITY OF MENIFEE
PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR
CIP 20-05 GARBANI RD/I-215 INTERCHANGE

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2025 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **PARSONS TRANSPORTATION GROUP, INC.**, a C-Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **June 18, 2025** and shall end on **December 31, 2028** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Two Million Seven Hundred Seventy Seven Thousand Two Hundred Forty Dollars and Twenty Nine Cents (\$2,777,240.29)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;

e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

2.9 Grant Funding. The compensation for this Agreement derives from Highway Safety Improvement (“HSIP”) grant funds. In order to comply with HSIP grant funding requirements, Consultant agrees to comply with all applicable provisions set forth in Exhibit B, attached hereto and incorporated herein by this reference. In the event of a conflict between this Agreement and Exhibit B, the provisions of Exhibit B shall prevail. In the event of any misunderstanding or confusion regarding the applicable provisions, the Consultant’s Representative and the Contract Administrator shall meet and resolve any misunderstanding or confusion.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant’s use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant’s compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant’s indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR CIP 20-05 GARBANI RD/I-215 INTERCHANGE.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun

Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the

coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term "design professional" as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional

land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of 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. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant’s failure to pay prevailing wages.

b. Labor Code of California. The Consultant’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers,

employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless

authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and

Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Consultant’s Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys’ fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Rick McAlpin, Vice President** ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Carlos Geronimo, Engineering Manager** ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

PARSONS
Attn: Nicole Depuy, Vice President
3200 East Guasti Road, Suite 200
Ontario, CA 91761

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Carlos Geronimo, Engineering Manager

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Armando Villa, City Manager

Nicole Depuy, Vice President

Attest:

Stephanie Roseen, City Clerk

Paul Walker, Vice President

Approved as to Form:

Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if
Consultant is a corporation, unless provided
with a certificate of secretary in-lieu]

EXHIBIT A

SCOPE OF SERVICES

Services shall include **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR CIP 20-05 GARBANI RD/I-215 INTERCHANGE** services in the amount not to exceed **Two Million Seven Hundred Seventy Seven Thousand Two Hundred Forty Dollars and Twenty Nine Cents (\$2,777,240.29)** as further detailed in the following page(s).

EXHIBIT A.

SCOPE OF WORK & DETAIL



I. PROJECT INFORMATION

PROJECT BACKGROUND:

I-215 is a major north-south freeway facility that begins at the southern junction with Interstate 15 (I-15) in the City of Murrieta in Riverside County and continues north to the junction with I-15 near Devore Road in the City of San Bernardino in San Bernardino County. I-215 provides for interstate and interregional mobility of goods and people. The entire route is part of the National Highway System (NHS). I-215 is also a Freeway and Expressway System, part of the Strategic Highway System, is a High Emphasis Route, and is a National Network for the Conventional Combinations which was authorized by the Surface Transportation Assistance Act of 1982. At the project location, I-215 is also an Extra-Legal Load Network (ELLN) for vehicles 20 feet in height. The total length is 55.0 miles. In 2015, 12.5 miles of I-215 between Scott Road and Nuevo Road were widened by adding one lane in both directions. This widened the facility from four lanes to six lanes. Within the project limits, I-215 is a divided freeway with three 12-foot lanes in each direction. The inside and outside shoulders are 10 feet wide. The structural section of the existing pavement includes an asphalt concrete pavement surface. The 2035 Concept Facility for this segment of I-215 consists of an 8-lane facility (6 mixed flow and 2 managed lanes) as indicated in the approved Transportation Concept Report, Interstate 215, District 8, dated September 2012.

Currently, Garbani Road is primarily a 2-lane road that runs east-west and intersects Haun Road on the west side of the I-215 and Antelope Road on the east side of the I-215 and does not continue across the freeway. There is a traffic signal at Garbani and Antelope Road. Antelope Road is a 2-lane road that runs north-south, parallel to I-215.

The City of Meniffee's General Plan Vision 2030 (General Plan), adopted in 2013, envisions more circulation options as the City and the region grows. The Circulation Element of the General Plan includes a Roadway Network Exhibit that identifies a future freeway interchange at I-215 and Garbani Road, classifies Garbani Road and Antelope Road as a major 4-lane divided road, and realigns Antelope Road to the east between Scott Road and Garbani Road. This project would incorporate Context Sensitive Solutions such as improving connections throughout the community by providing a new access across I-215. Complete street elements identified in the General Plan such as bike lanes, sidewalks, and a regional trail are also included in the project.

GENERAL:

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

It is important to note that this project utilizes Federal Funds for the PA&ED phase, therefore the CONSULTANT shall comply with all federal and state requirements including DBE participation and State Prevailing Wages as applicable. DBE Participation in this project is 21%

The Consultant shall prepare and arrange their narrative and separate fee proposal in accordance with Caltrans Project Development Procedures Manual (PDPM). The Fee proposal shall be separated into efforts necessary to fully complete and obtain approvals for the PA&ED Phases, PS&E Phase, and ROW Phase.

A. PROJECT SCOPE

In 2023, the City completed a Project Study Report-Project development Support (PSR-PDS) for the new interchange at I-215 and Garbani Road. The PSR-PDS developed a Purpose and Need statement and produced preliminary environmental and traffic studies in support of future phases of the projects.

The PSR-PDS report also looked at six alternatives and examined proposed facility geometries, preliminary cost estimates, right of way needs, and drainage impacts. The CONSULTANT'S proposal should not be based solely on any of the Build Alternative in the PSR-PDS.

Tasks required to complete the proposed project include, but are not limited to: prepare and coordinate approval of an environmental document, obtain any pertinent construction permits, prepare a Project Report that documents all preliminary design engineering work performed in support of the environmental document, right of way engineering including acquisition and utility coordination, and prepare all required design plans and cost estimates for the PS&E phase necessary to complete construction.

B. COORDINATION

Coordination of work will be required with several public and private entities including, but not limited to Caltrans, regulatory agencies, and utility companies. The projects will be developed, and all work will be prepared in accordance with the current Caltrans and/or other cooperating agency practices, regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements.

Coordination may include, but will not necessarily be limited to the following:

- Army Corps of Engineers

- Caltrans
- California Dept. of Fish and Wildlife
- California Transportation Commission
- City
- Federal Highway Administration
- Pertinent Native American tribal groups
- Regional Water Quality Control Board
- U.S. Fish & Wildlife Service
- Utility Companies

The CONSULTANT will work under the direction of the City appointed Project Manager. The services performed under this proposal will be accomplished in Five Phases:

Phase I • Project Study Report / Project Development Study (PSR/PDS) - Complete
Phase II • Project Report & Environmental Document (PA/ED)
Phase III • Plans, Specifications and Estimates
Phase IV • Construction Bid Support
Phase V • Construction Support

The purpose of this proposal is only to award and complete the PA&ED phase of the project. However, the CONSULTANT shall submit their proposal and cost proposal, including their understanding and approach to the work, for the following phases outlined above. The CONSULTANT shall not start in any of the remaining phases until explicitly approved in writing by the City. Failure to comply with this requirement would void any payment or reimbursement for any costs incurred by the CONSULTANT on any phases not approved by the City.

C. STANDARDS

The project report, environmental document, plans specifications and estimates shall be prepared in accordance with CALTRANS regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements. Improvements of local roads may be prepared in accordance with CITY standards in lieu of CALTRANS standards as directed by CITY.

1. Environmental

The procedures to be followed and the content of the environmental surveys, environmental technical reports, and environmental documents are set forth in CALTRANS "Project Development Procedures Manual", CALTRANS "Standard Environmental Reference (SER)", and Climate Adaptation Program for Transportation Infrastructure (CAPTI).

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

2. Survey

All surveys shall be performed in accordance with the current Department of Transportation

(CALTRANS) "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards as approved by CALTRANS. Surveys shall conform to the requirements of the Land Surveyors Act. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982 Registered Civil Engineer or a Licensed Land Surveyor in the State of California.

The minimum standard of survey quality shall be that of similar surveys performed by CALTRANS.

CALTRANS will designate the existing horizontal and vertical control monuments that are to be the basis of all surveys. CALTRANS will provide the California Coordinate System values and/or elevation values for these monuments. CALTRANS or CITY will set all new monuments.

All surveys shall be adjusted to the designated control monuments and their values. Monuments established shall be marked with disks, plugs, or tags. In addition, identify all established monuments by tagging or stamping the monuments with the license or registration number of the surveyor who is in "responsible charge" of the work.

All surveys shall comply with OSHA regulations regarding safety equipment and procedures, safety instructions issued by the State, and the safety provisions included in the CALTRANS Surveys Manual. Surveying personnel shall wear white hard hats and orange safety vests at all times while working in the field. Safety training shall be provided for all surveying personnel, including the training required for surveying on and near highways. Personal safety equipment shall be provided.

3. Design

Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions. PS&E design shall be in accordance with the approved Project Report and final environmental document with supplements and updates.

4. PS&E

Plans and specifications shall be prepared in conformance with the current editions of the CALTRANS Guide for Submittal of Plans, Specifications and Estimates, Standard Plans, Standard Specifications and Standard Special Provisions. As part of the work involved in the preparation of the plans, specifications and estimates, the CONSULTANT shall prepare and furnish to CALTRANS special provisions for items of work included in the plans which are not covered in the Standard Specifications and CALTRANS approved standard special provisions.

Bridge plans shall be prepared in accordance with the Bridge Design Details Manual, Bridge Design Aids Manual and Bridge Memos to Designers, California Department of Transportation, and Division of Structures current editions.

All plans shall be prepared electronically in conformance with the CALTRANS "Plan Preparation Manual" and the CALTRANS "CADD User's Manual" unless directed by County otherwise. All plans shall be prepared on MicroStation. Plans shall be on single sheet files. Graphic files shall conform to the CALTRANS Data Format as defined in the CADD User's Manual and latest CALTRANS directives and guidelines on electronic submittal requirements. One set of project plans on electronic media and vellum shall be provided with PS&E submittal.

Special Provisions shall be prepared using Microsoft Word conforming to CALTRANS format and content. Bridge Specifications shall be prepared in conformance with the Bridge Design Specifications, California Department of Transportation, and Division of Structures current edition.

5. Geotechnical Design Report

The Geotechnical Design Report shall be prepared in conformance with current editions of the State Manual of Test, California Test Method 130.

6. Project Files

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

Items 1 through 6 are not all-inclusive but are intended only to illustrate types of sources.

II. PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

Project Development Team (PDT) meetings with the CITY PROJECT MANAGER, the California Department of Transportation (CALTRANS) Project Manager and other representatives from affected agencies will be held at least once a month. The Environmental team leaders and/or subconsultants will attend trend meetings as appropriate. The CONSULTANT shall prepare minutes for each meeting and have these available for review at each succeeding meeting. The PAED Phase is anticipated to last 2 years.

B. BUDGETING

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

C. COST ACCOUNTING

The CONSULTANT will prepare monthly reports of expenditures for the PROJECT by task and milestone.

Expenditures include direct labor costs, other direct costs and subconsultant costs. These

reports will be included as supporting data for invoices presented to the COUNTY every

month.

D. SCHEDULING

Within one (1) month from the Notice to Proceed (NTP), the CONSULTANT will provide a detailed project schedule, which indicates milestones, major activities and deliverables, to the CITY for review and comments. This schedule will reflect assumed review times necessary by all of the agencies involved.

Review of the schedule will occur at subsequent trend meetings. Adjustments will be made, if necessary, due to changing circumstances.

E. PROGRESS REPORTING

Progress reports shall be prepared in accordance with CITY guidelines. Reports will be required monthly and shall be accompanied by an invoice

F. CONTRACT ADMINISTRATION

The CONSULTANT will maintain ongoing liaison with the CITY PROJECT MANAGER, AGENCIES contacts and utility companies to promote effective coordination during the course of project development.

Progress meetings with CONSULTANT's staff, subconsultants and the CITY PROJECT MANAGER will be held regularly. Two focus meetings or workshops are assumed a month.

III. PLANNING AND PROJECT DEVELOPMENT

A. RESEARCH AND DATA GATHERING

Existing topographic mapping, photos, bridge reports, maintenance reports, right-of-way maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, and any other pertinent data will be obtained and reviewed.

B. PROJECT DEVELOPMENT TEAM (PDT)

A PDT shall include representatives from the CONSULTANT, CITY and CALTRANS, and be established within fifteen (15) days after NTP.

PDT meetings will be held monthly to resolve issues and to apprise the affected agencies of the progress of the PROJECT. A kick off meeting with the PDT will be held as soon as possible after NTP. PDT meetings are assuming once a month.

C. PERMITS

Following the receipt of the NTP, the CONSULTANT will submit an Encroachment Permit application to the CITY to be forwarded to CALTRANS to allow field staff to conduct geotechnical samplings and surveys within the freeway right-of-way. Concurrently, the CONSULTANT will identify additional locations outside the freeway right-of-way where it

will be necessary to obtain specific rights-of-entry from affected property owners. The

listing of the candidate locations will be furnished to the CITY. The CITY will be informed if their support is required to obtain rights-of-entry.

D. DESIGN SURVEYS AND MONUMENT MARKINGS

Surveys to be performed as specified below. CONSULTANT shall perform ground control and shall provide Photogrammetric Mapping and Digital Terrain modeling.

Deliverables

- a) A copy, of all original survey documents resulting from this Contract (including original field data, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to CALTRANS and shall become the property of CALTRANS. The original (or a copy, if the original is to be provided to CALTRANS) survey documents shall be retained by the COUNTY for future reference. This is for the survey controls only for this phase.

The final results of all surveys shall be delivered to CALTRANS in the format specified below as required by CALTRANS.

- Horizontal and Vertical Control - The CITY shall provide adjusted coordinate and/or elevation values for all horizontal and vertical control points set to control the work. These adjusted values will be based on the control specified by, or provided by, the CALTRANS Project Manager or his/her representative. These values and other descriptive data shall be shown on a form compatible with the District's surveys filing system or on a CALTRANS CONTROL MONUMENT DATA form and/or BENCHMARK list form. (A master copy of these forms will be provided by CALTRANS.) A copy of all measurements required to arrive at the unadjusted values shall also be provided. The method for assigning identities to said points will be determined by the CALTRANS Project Manager or his/her representative.
- Topography, including Photogrammetric Mapping, alpha/numeric hard copy listing (not required for photogrammetric mapping), hard copy drawing, and CADD digital drawing. The CADD drawing shall be provided on electronic media in Intergraph/Microstation format. Topography symbology shall conform to the CALTRANS Drafting and Plans Manual. Map accuracy will be 1"=50' with 1' contours.

E. STORMWATER

1. Hydrology Report

Prior to developing the Hydrology Report, a thorough field reconnaissance will be conducted. Any available documents pertinent to this Hydrology Report will be obtained from the CITY and CALTRANS for review.

The CONSULTANT's analysis will be closely coordinated with the affected agencies, including the Riverside County Flood Control & Water Conservation District. The Hydrology Report will quantify the magnitude and frequency of the design flows from adjacent areas to the PROJECT area, as well as the volumes attributable to the proposed improvements.

2. Stormwater Data Reports

Storm Water Data Reports (SWDR) shall be prepared in accordance with CALTRANS "Project Planning and Design Guide" during each project development phase.

Hydrology and hydraulic calculations, if required, shall be prepared to support the BMP designs. Treatment BMP designs shall be coordinated with the assigned National Pollution Discharge Elimination System (NPDES) Coordinator. Construction BMP measures shall be included in the project special provisions.

F. PRELIMINARY GEOTECHNICAL REPORT

The draft preliminary geotechnical report is intended for use in the Project Report and environmental documents. CONSULTANT shall collect existing subsurface information that is available for the project area including geological maps published by the California Division of Mines and Geology, geological maps published by the United States Geological Survey and ground water well information.

CONSULTANT shall review available data and shall provide seismic and geologic information and groundwater data for the Project Report/Environmental documents. ENGINEER shall identify any seismic and geologic hazards that will impact the design and construction of this project. These findings will be documented in a report.

G. ENVIRONMENTAL

The Project Environmental Analysis Report (PEAR) dated December 2022 anticipates that the Environmental Document to be prepared for this study will be an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) and an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA). The final determination regarding the applicable CEQA and NEPA compliance document would be made by the PDT during the PA&ED phase of the project.

The environmental work will be carried out in accordance with National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements and will

include the following tasks:

1. Preliminary Environmental Evaluation (Environmental Checklist), Biological Review & Socioeconomic/Land Use Review.
2. Conducting Initial Public Meeting. (Scoping Meeting)
3. Attendance at PDT meetings until the Environmental Document is signed by FHWA and CALTRANS
4. Preparation of the following anticipated Technical Reports:

- o Community Impact Assessment
- o Traffic Analysis
- o Visual Impact Assessment
- o Induced Traffic Analysis/Vehicle Miles Traveled
- o Archaeological Survey Report
- o Sacred Lands File Search and Tribal Outreach
- o Archaeological Field Survey
- o Historic Resource Evaluation Report
- o Historic Property Study Report
- o Phase I Initial Site Assessment
- o Energy Analysis
- o Socioeconomics/Land Use Study
- o Native American Consultation
- o Air Quality and Climate Change
- o Water Quality Assessment Report
- o Natural Environment Study
- o Aquatic Resources Delineation Report
- o Burrowing Owl Focused Survey
- o Least Bell's Vireo Focused Survey
- o Fairy Shrimp Focused Survey (Wet and Dry Seasons)
- o Determination of Biologically Equivalent of Superior Preservation Report
- o Paleontological Resource Reports
- o Noise Study Report

Potential Permits and Approvals:

- Determination of Engineering and Operational Acceptability
- Air Quality Conformity Determination
- National Pollutant Discharge Elimination System (NPDES CAS000002 and CAS000003)
- 401 Water Quality Certification
- 404 Clean Water Act Permit
- 1602 Streambed Alteration Agreement
- MSHCP DBESP

5. Preparation of the Draft Environmental Document.
6. Conducting one (1) Informational Meeting and one (1) Public Hearing. (Coordination with CITY)
7. Preparation of Record of Public Hearing.
8. Preparation of Final Environmental Document.
9. Distribution of the Environmental Document. (CITY will provide processing support)

Permits will be obtained as part of the PS&E phase.

The proposed project is required to incorporate and be aligned with pertinent goals associated with Caltrans' Strategic Plan. These goals include, but are not necessarily limited to, safety; equity and inclusion; stewardship and efficiency; community engagement; multi-modality; and climate action. Further, the project shall be consistent with and reflective of the commitments included in Caltrans' Equity Statement.

As part of California's effort to address the climate crisis, several state agencies with the engagement of local and regional stakeholders came together to create the Climate Action Plan for Transportation Infrastructure (CAPTI). The project is required to incorporate CAPTI guiding principles.

Noise reviewer will be Paul Pham's group. NADR is not assumed as it is assumed there will not be feasible soundwalls required.

- ADL/LBP/Asbestos testing and Paleontological Mitigation Plan (if required) are assumed to be done in PS&E.
- EIR/EA document is assumed.
- 2 Build Alternatives are included.
- 4 simulations are assumed for the VIA.
- 3 submittals are assumed for the technical studies.
- Biological study area buffer is 150 feet. Special status-species buffer is 500 feet.
- 1 public outreach meeting will be held during the circulation of the environmental document. City to provide space for event.
- Notifications for public outreach will be printed and sent by the City. Advertisements will be developed by consultant but any publishing costs will be by the City. Venue will be provided by the City.

I. PROJECT REPORT AND PROJECT APPROVAL REPORT

A Project Report and Project Approval Report (if required) will be developed following CALTRANS procedures and criteria outlined in the CALTRANS Project Development Procedures Manual. The Project Report and Project Approval Report will be submitted to the COUNTY for review and approvals.

Once approvals are obtained from the CITY, CALTRANS and FHWA; a Project Approval

Report will be submitted.

- 1 Submittal of Alternative Analysis is included which includes development of 3 alternatives. Alternatives will include a strip plot with plan, profiles/superelevations, and typical cross sections.
- The project report includes preparation of 2 typical cross section plans, 5 profiles, and 7 layouts. 2 build alternatives and are assumed.

J. GEOMETRIC APPROVAL DRAWINGS (GAD'S)

GAD's of the preferred alternative will be prepared at the Caltrans-required scale. These will include plans, typical cross-sections and profiles.

The drawings will reflect CALTRANS standards and criteria for freeway facilities and CITY standards and criteria for local facilities. The GAD's will require CALTRANS approval.

- GAD will be prepared for the preferred alternative and include nonstandard features and DIB 78.

K. GEOTECHNICAL DESIGN REPORTS

The project requires the construction of, bridge abutments and slopes. CONSULTANT shall develop a drilling program to explore existing subsurface conditions at the project site. Near surface soils will be evaluated to determine if support for the proposed bridge structure can be provided by spread footings. If spread footings are determined to be inadequate, various types of deep foundations will be evaluated. Design and construction recommendations for shallow or deep foundations will be provided.

Construction of embankments for the bridge approaches and on-ramps and off-ramps will

result in the creation of new slopes. Stability analysis of the new slopes will be conducted to address the gross and surficial stability. Embankment construction will also induce compression of the underlying soils which is manifested by ground surface settlement. The magnitude and time rate of settlement of underlying soils due to the weight of the proposed embankments will be determined.

Alternatives for flexible pavement structural sections shall be provided. Pavement sections will be designed in accordance with the procedures outlined in the latest version of the CALTRANS Highway Design Manual.

The following tasks shall be performed by the CONSULTANT

- Prepare a Preliminary Geotechnical Report
- Prepare a Geotechnical Design Report
- Prepare a Foundation Report.

Geotechnical Design Report: A Geotechnical Design Report providing design and construction recommendations for embankments and pavement structural sections will be prepared in accordance with CALTRANS Test Method 130.

L. AGREEMENTS

The CONSULTANT shall provide technical and administrative support to the CITY as required for obtaining cooperative agreements, freeway agreements and escrow agreements. Freeway agreement is assumed at this stage. No other agreements was assumed to be needed at this stage. This task assumes attending up to 3 meetings on the freeway agreement and preparing project exhibit to attach to freeway agreement.

M. INTERSTATE ACCESS REQUEST

The City of Meniffee is proposing to add a new interchange on I-215 to connect Garbani Road across I-215. The CONSULTANT shall provide technical and administrative support to the CITY as required for submitting required documents to obtain approval for a new Interstate connection. The CONSULTANT shall be familiar with the requirements of the

Interstate Access Request (IAR)

N. MISCELLANEOUS DESIGN SUPPORT

Design Exceptions: If design exceptions are deemed necessary, these will be identified early in the PROJECT, and the CONSULTANT will coordinate with CALTRANS to receive approval as soon as practicable.

- The project report includes preparation of 2 typical cross section plans, 5 profiles, and 7 layouts. 2 build alternatives and are assumed.
- 2 nonstandard features are assumed.
- TMP data sheet will be prepared for this stage of the project.
- Assumes 9 parcel impacts.
- ICE will evaluate the preferred alternative. Intersections analyzed will be conceptual. Roundabout design/performance checks is not included.

Supporting documents for the Project Report are included in this scope item that include:

- Vicinity Map
- Plans
- 11-page Cost Estimate
- Design Standard Decision Document
- TMP Data Sheet
- Risk Register
- Utility Information Exhibit/Utility Coordination (Coordination at this phase includes obtaining as-builts, identifying preliminary liability determination, identifying preliminary relocations, and costs)
- Life Cycle Cost Analysis
- Complete Streets Decision Document
- ICE
- VMT Decision Document

- Advanced Planning Study (Bridge only, no retaining walls are assumed)
- Right of Way Data Sheet

IV. COMPUTER FACILITIES

A. CALCULATIONS

All roadway calculations will be performed using Civil3D. The structural analyses and design will be performed by using STAADIII, GTSTRUDL, SEISAB, PCBRIDGE, PCYIELD, PCFOOT, PCBENT and PCABUT programs. The data files and the results will be submitted on diskettes along with a hard copy.

B. COMPUTER AIDED DRAFTING AND DESIGN (CADD)

All plans shall be prepared in accordance with the latest CALTRANS electronic submittal guidelines, and in conformance with the latest CALTRANS CADD User's Manual and the CALTRANS Drafting Manual to assure complete compatibility. Note that the City does not support MicroStation.

V. QUALITY MANAGEMENT PLAN

A Quality Management Plan (QMP) will be established for this PROJECT. The QMP describes the agency's quality policy and how it will be used. It also will include a process for resolving disputes between the involved agencies at the team level. The QMP will be provided to the CITY within two (2) weeks after NTP for review and approval.

-

I-215/Garbari Interchange - Cost Summary

Firm	PAED
Parsons	\$1,908,162.22
Unico (DBE)	\$65,800.00
TYLIN	\$270,987.71
EMI (DBE)	\$35,866.14
V&A (DBE)	\$65,460.92
Monument (DBE)	\$11,481.87
Lee Andrews (DBE)	\$20,542.90
EGP (DBE)	\$308,531.48
TAHA (DBE)	\$48,511.48
Bargas Environmental (DBE)	\$41,895.56
Total	\$2,777,240.29
DBE %	21.54%

TASK DESCRIPTION	PARSONS																										TOTAL HOURS	O/HER DIRECT COST	TOTAL COST	Survey Manager	Senior Lead/Surveyor									
	Project Manager	Engineering Lead	Project Engineer	Senior Engineer	Engineer II	Engineer I	Structural Design Manager	Senior Supervising Engineer	Supervising Engineer	Senior Engineer	Principal CAD Designer	Environmental Lead (A. Adams)	Environmental Program Director (A. Adams)	Project Planner II (B. Kelly)	GIS	Environmental Planner (B. Hestrich)	Environmental Planner (B. Strubbe)	Environmental Planner (P. Samples)	Biologist (A. Payne)	Technical Editor (A. Jones)	Engineering Manager (Brian Damsel)	Senior Technical Consultant (Mithya Tripathi)	Supervising Engineer (Janita McIntosh)	Traffic Engineer II (Kevin Vondra)	Visual Lead (J. Lerman)	Visual Specialist (Jordan Bortolotto)						Senior Lead (T. Lee)	Senior Roles Specialist (R. Hiers)	Visual Specialist (M. Busby)	Senior Technician (B. Urcola)	Business Lead (P. Sault)	Business Specialist (J. Long)	Project Controls		
	\$320	\$228	\$198	\$160	\$119	\$105	\$291	\$232	\$183	\$139	\$136	\$233	\$286	\$160	\$120	\$98	\$80	\$97	\$158	\$143	\$235	\$269	\$164	\$121	\$223	\$114	\$279	\$161	\$121	\$100	\$175	\$141	\$137				\$254	\$206		
PA&ED																																								
TASK II Project Administration	293	207	84			72						48	24																					384	1112	\$5,000	\$241,044			
A. Project Management	120	48	48			72						48	24																						360	15,000	\$89,600			
B. Budgeting	24																																			24	48	\$18,972		
C. Cost Accounting	24																																			360	384	\$56,990		
D. Scheduling	17	14																																		56		\$14,351		
E. Progress Reporting	12	24	36																																	72		\$38,449		
F. Contract Administration	96	24																																		192		\$52,678		
III Planning and Project Development	543	386	574	407	812	1262	66	128	20	88	445	430	1000	435	88	273	274	128	186	112	132	169	268	80	160	123	310	690	260	88				9875	\$24,290	\$1,614,338	24			
A. Research and Data Gathering	4	10	20			38																													64		\$10,662			
B. Project Development Team (PDT)	2	3	6			4																													17		\$3,578			
C. Permits	4	10	20			20																														54		\$9,615		
D. Design Surveys and Monument Markings																																								
Photogrammetric Mapping/DTM	4	8																																		12		\$3,108	24	
E. Stormwater																																								
Hydrology Report																																								
Draft	4	8																																		12		\$3,108		
Final	4	2																																		7		\$1,967		
Stormwater Data Report																																								
Draft	4	12																																		18		\$4,662		
Final	3	6																																		9		\$2,331		
F. Preliminary Geotechnical Report																																								
Draft	2	2																																		4		\$1,097		
Final	1	2																																		3		\$777		
G. Environmental Technical Studies																																								
Air Quality Report/Air Quality Conformity Analysis																																								
Draft	1																																			1		\$720		
Draft Final	1																																			1		\$720		
Final	1																																			1		\$720		
Energy Analysis Report																																								
Draft	2											2																								4		\$1,112		
Draft Final	2											2																								4		\$1,112		
Final	1											1																								2		\$556		
Cumulative Impact Assessment																																								
Draft	3											4																								7		\$1,903		
Draft Final	3											4																								7		\$1,903		
Final	1											2																								3		\$791		
Water Quality Assessment Report																																								
Draft	1											2																								3		\$791		
Draft Final	1											2																								3		\$791		
Final												1																								1		\$235		
Natural Environment Study																																								
Draft	4											2																								6		\$1,752		
Draft Final	2											2																								4		\$1,112		
Final	1											1																								2		\$556		
Aquatic Resources Delineation Report																																								
Draft	2											2																								7		\$1,818		
Draft Final	1											3																								4		\$1,026		
Final												2																								2		\$471		
Burrowing Owl Focused Survey and Report																																								
Draft	2											2																								7		\$1,818		
Draft Final	1											3																								4		\$1,026		
Final												2																								2		\$471		
Least Bell's Vireo Focused Survey and Report																																								
Draft	2											2																												

TASK DESCRIPTION	UNICO					TYLIN													EMJ										V&A								
	Lead Surveyor	Lead Surveyor	Party Chief	Business	Survey Technician/Driver	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Field Permits Lead Designer/Engineer	Green Remediation Senior Designer/Engineer	Shallow Investigation Senior Designer/Engineer	Soil Drilling/Engineer	Soil Remediation/Engineer	Robert Chapman Task Principal	Robynne Gonzalez Task Manager	Jeff Reynolds Task Manager/Analyst	Soil Senior Business Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Principal	Principal Engineer/Geologist	Senior Engineer/Geologist	So. Project Engineer/Geologist	Project Engineer/Geologist	So. Staff Engineer/Geologist	Staff Engineer/Geologist	Technician		TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	So. Project Manager	Task Manager	So. Project Engineer	Project Engineer	Design Engineer
PA&D	\$154	\$115	\$255	\$234	\$92				\$283	\$197	\$189	\$135	\$112	\$346	\$278	\$260	\$171				\$315	\$240	\$214	\$180	\$180	\$159	\$124	\$90				\$399	\$296	\$253	\$172	\$140	
TASK B Project Administration									8	16	8			8	48	24		112		\$29,303													54	18			
A. Project Management									8	16	8			8	48	24		112		\$29,303													18	18			
B. Budgeting																																					
C. Cost Accounting																																					
D. Scheduling																																					
E. Progress Reporting																																	36				
F. Contract Administration																																					
III. Planning and Project Development	56		64	64		208	\$19,796	\$65,809	32	76	118	432	564	4	72	44	220	1568	\$2,580	\$241,696	12		23	12	72	76				195		\$35,866	22	28	43	62	
A. Research and Data Gathering									2	6	6	8	8					26	\$2,580	\$6,583																	
B. Project Development Team (PDY)																																					
C. Permits																																					
D. Design Surveys and Measurement Markings																																					
E. Sonar/Sounder	26		64	64		208	\$19,796	\$65,809																													
Hydrology Report																																					
Draft										32	24	120				2	16	194		\$30,253																	
Final										24	26	64				2	6	110		\$17,577																	
Sonar/Sounder Data Report																																					
Draft										12	44	100	12			10	24	202		\$32,174																	
Final										6	4	30	60	12		2	16	130		\$20,818																	
F. Preliminary Geotechnical Report																																					
Draft																					2		8	4	24	24				62		\$13,185					
Final																					1		1	4	4	4				10		\$3,083					
G. Environmental																																					
Technical Studies																																					
Air Quality Report/Air Quality Conformity Analysis																																					
Draft																																					
Draft Final																																					
Final																																					
Energy Analysis Report																																					
Draft																																					
Draft Final																																					
Final																																					
Community Impact Assessment																																					
Draft																																					
Draft Final																																					
Final																																					
Water Quality Assessment Report																																					
Draft																																					
Draft Final																																					
Final																																					
Natural Environment Study																																					
Draft																																					
Draft Final																																					
Final																																					
Aquatic Resources Delineation Report																																					
Draft																																					
Draft Final																																					
Final																																					
Buoying Out Focused Survey and Report																																					
Draft																																					
Draft Final																																					
Final																																					
Least Bells View Focused Survey and Report																																					
Draft																																					
Draft Final																																					
Final																																					
Fairy Slough Focused Survey and Report																																					
Draft																																					
Draft Final																																					
Final																																					
Determination of Biological Equivalent or Superior Preservation																																					
Draft																																					
Draft Final																																					
Final																																					
Traffic Study																																					
Draft																																					
Draft Final																																					
Final																																					
Visual Impact Assessment																																					
Draft																																					

TASK DESCRIPTION	BARGAS ENVIRONMENTAL								TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Palaeontologist III - Daniel Moran	Palaeontologist I - Luis Morales	GIS Specialist - Justin Berwick	Principal Archaeologist - Lily Ariza	Archaeologist IV - Maribel Espinoza	Archaeologist IV - Ashley Blalock	Archaeologist III - Shonda (Aly) Brundage							
PA&ED	\$124	\$85	\$110	\$212	\$131	\$121	\$119							
TASK B Project Administration												2296	\$5,000	\$397,233
A. Project Management												508	\$5,000	\$131,419
B. Budgeting												48		\$18,977
C. Cost Accounting												384		\$56,990
D. Scheduling												54		\$14,331
E. Progress Reporting												108		\$38,819
F. Government Administration												192		\$52,678
II. Planning and Project Development	34	10	38	51	40	64	20	272	\$1,305	\$41,896	15086	\$50,374		\$2,462,227
A. Research and Data Gathering												96	\$2,309	\$17,246
B. Project Development Team (PDT)												17		\$3,276
C. Permits												14		\$9,615
D. Bridge Surveys and Monument Markings														
Photogrammetric Mapping/DTM												228	\$15,796	\$68,908
E. Stormwater														
Hydrology Report														
Draft												204		\$33,261
Final												117		\$15,444
Stormwater Data Report														
Draft												228		\$36,836
Final												139		\$23,149
F. Preliminary Geotechnical Report														
Draft												66		\$12,283
Final												15		\$2,660
G. Environmental														
Technical Studies														
Air Quality Report/Air Quality Conformity Analysis														
Draft												178		\$23,519
Draft Final												41		\$5,932
Final												21		\$3,434
Energy Analysis Report														
Draft												92		\$12,472
Draft Final												38		\$4,782
Final												12		\$2,112
Community Impact Assessment														
Draft												447		\$62,629
Draft Final												171		\$23,351
Final												43		\$6,607
Water Quality Assessment Report														
Draft												347		\$51,273
Draft Final												99		\$13,936
Final												19		\$2,729
Natural Environment Study														
Draft												184	\$91	\$26,512
Draft Final												86		\$12,652
Final												62		\$9,139
Aquatic Resources Delineation Report														
Draft												131	\$291	\$21,935
Draft Final												36		\$7,471
Final												30		\$4,680
Burrowing Owl Focused Survey and Report														
Draft												137	\$366	\$28,866
Draft Final												26		\$3,644
Final												22		\$3,410
Least Bell's Vireo Focused Survey and Report														
Draft												138	\$738	\$19,965
Draft Final												25		\$3,871
Final												17		\$2,586
Fairy Shrimp Focused Survey and Report														
Draft												174	\$2,009	\$26,127
Draft Final												15		\$2,247
Final												21		\$3,238
Determination of Biological Equivalent or Superior Preservation														
Draft												128		\$18,297
Draft Final												41		\$6,157
Final												37		\$5,332
Traffic Study														
Draft												222	\$8,188	\$49,611
Draft Final												186		\$38,647
Final												136		\$21,982
Tribal Impact Assessment														
Draft												155		\$23,993

EXHIBIT A.

TASK DESCRIPTION	BARGAS ENVIRONMENTAL							TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Palmerologist III - Bruce Nelson	Palmerologist I - Lisa Henderson	GIS Specialist - Justin Berzich	Principal Archaeologist - Day Acuna	Archaeologist II - Karla Espinoza	Archaeologist IV - Ashly Blalock	Archaeologist III - Evelyn (Aly) Handley						
Draft Final	\$124	\$85	\$110	\$212	\$131	\$121	\$119				68		\$11,828
Final											29		\$4,175
Enhanced Traffic Analysis/Vehicle Miles Traveled													
Draft											114		\$31,238
Draft Final											26		\$7,338
Final											21		\$5,821
Area of Potential Effects Map													
Draft			6	4				10		\$1,510	34		\$5,208
Draft Final			4	2				8		\$983	19		\$2,990
Final			2	2				4		\$645	12		\$1,952
Archaeological Survey Report/Historic Property Survey Report													
Draft			7	9	32	18	16	82	\$1,056	\$11,794	89	\$1,036	\$13,106
Draft Final			4	6			4	14		\$2,107	18		\$3,228
Final			2	2				4		\$605	9		\$1,241
Routing of Effect													
Draft				10		16		26		\$4,058	30		\$5,189
Draft Final				4		6		10		\$1,575	14		\$2,686
Final				2		2		4		\$666	6		\$1,222
Historic Resources Evaluation Report													
Draft											108		\$12,895
Draft Final											56		\$6,403
Final											27		\$3,285
Palmerologist Identification/Evaluation Report													
Draft	24	8	9					36	\$249	\$9,058	61	\$249	\$18,482
Draft Final	8	2	2					14		\$2,243	18		\$3,355
Final	4	2	2					6		\$1,058	8		\$1,685
Location/Hydrologic Study/Flowplain Reassessment Report													
Draft											158		\$22,938
Draft Final											79		\$11,354
Final											76		\$10,799
Phase 1 Initial Site Assessment													
Draft											105	\$750	\$15,832
Draft Final											44		\$6,572
Final											32		\$3,286
Energy Analysis Report													
Draft											4		\$1,132
Draft Final											4		\$1,132
Final											2		\$556
Socioeconomics/Land Use Study (this is part of the OIA)													
Draft											2		\$641
Draft Final											2		\$641
Final											1		\$320
Native American Coordination (AB22)				12		24		36		\$5,453	48		\$9,123
Draft											18		\$2,393
Draft Final											4		\$1,197
Final													
Not a Study Report													
Draft											1160	\$4,030	\$168,634
Draft Final											150		\$23,694
Final											115		\$18,652
Environmental Document													
Draft Environmental Document													
Draft											880		\$150,863
Draft Final											419	\$4,000	\$72,707
Final											285		\$60,347
Public Outreach													
Public Meeting											218	\$1,000	\$31,964
Final Environmental Document													
Draft											631	\$5,319	\$97,981
Final											199		\$39,978
I. Project Report and Project Approval Report													
Alternative Analysis													
Draft Geometric Concept Exhibits											405		\$58,830
Project Report													
Draft Project Report													
Draft											339		\$44,389
Draft Final											181		\$23,445
Final											110		\$14,561
Final Project Report													
Draft											159		\$28,877
Final											114		\$15,531
J. Geometric Approval Drawings (GAD's)													
Draft											106		\$17,780
Draft Final											66		\$11,382
Final											48		\$8,367

TASK DESCRIPTION	BARGAS ENVIRONMENTAL							TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Palomares/El Estero - El Estero	Palomares/El Estero - El Estero	GIS Specialist - Justin Berch	Principal Architectural - Day Aron	Architectural - P. David Espinoza	Architectural - P. David Espinoza	Architectural - P. David Espinoza						
	\$154	\$85	\$110	\$212	\$131	\$121	\$119						
K Geotechnical Design Reports													
Preliminary Materials Report													
Draft											42		\$7,999
Final											10		\$2,072
Preliminary Foundation Report											75		\$13,861
Draft											11		\$2,387
Final											49		\$9,832
L Agreements													
Freeway Agreement													
M Interstate Access Request													
Raw Connection Request											207		\$49,832
Draft											128		\$23,241
Draft Final											144		\$23,327
Final													
N Miscellaneous Design Support													
Utility Map											15		\$2,406
Draft											9		\$1,561
Draft Final											6		\$938
Final											248		\$38,475
Plans											158		\$24,399
Draft											111		\$16,923
Draft Final											150		\$23,341
Final											111		\$17,889
11 page Cost Estimate											77		\$12,665
Draft											111		\$17,889
Draft Final											77		\$12,665
Final													
Design Standard Decision Document											74		\$11,513
Draft											40		\$6,113
Draft Final											31		\$4,839
Final											63		\$15,936
Transportation Management Data Sheet											32		\$9,065
Draft											25		\$6,745
Draft Final											28		\$5,645
Final											14		\$2,832
Risk Register											8		\$1,641
Draft											36		\$6,890
Draft Final											28		\$6,473
Final											30		\$7,530
Life Cycle Cost Analysis											108		\$17,809
Draft											52		\$8,534
Draft Final											39		\$5,969
Final											56		\$7,718
Complete Streets Decision Document											32		\$4,278
Draft											28		\$2,805
Draft Final											116		\$19,678
Final											88		\$14,956
DOT Decision Document											58		\$10,915
Draft											32		\$5,937
Draft Final											21		\$3,932
Final											112		\$11,285
Advanced Planning Study											56		\$10,842
Draft											33		\$6,399
Draft Final											91		\$14,166
Final											66		\$10,319
Right of Way Data Sheet											42		\$6,336
Draft											106		\$17,788
Draft Final											106		\$17,788
Final													
TABLE 12 - Quality Management Plan													
Quality Management Plan											106		\$17,788
TOTAL HOURS											26,488		
SUBTOTAL COST WITH OPTIONAL (NOT TO EXCEED) PAID								\$272	\$1,305	\$41,096	16,488	\$55,374	\$2,777,248

EXHIBIT A.

EXHIBIT B

For purposes of this Exhibit B, “LOCAL AGENCY” shall refer to the City of Menifee and “CONSULTANT” and/or “CONTRACTOR” shall refer to PARSONS TRANSPORTATION GROUP, INC a C Corporation.

The following Articles are derived from Exhibit 10-R to the Local Assistance Procedures Manual prepared by Caltrans for projects using a federal funding source. The Article numbers from that Exhibit 10-R are retained herein for ease of reference.

SECTION 1. ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY’s approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “I” of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee as set forth in Exhibit A. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

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

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

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

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

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

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

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

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

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

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

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

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

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI

provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

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

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines “manufacturer” and “regular dealer.”

This AGREEMENT is subject to 49 CFR 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California’s statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 20%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment, to the Local Assistance Procedures Manual prepared by Caltrans. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

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

D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

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

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

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

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request

they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.

3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:

- One or more above listed justifiable reasons along with supporting documentation.
- CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
- The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days

of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

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

The LOCAL AGENCY shall request CONSULTANT to:

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

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

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

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

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders

- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit

a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

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

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

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

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

L. By the 15th of the month following the month of any payment(s), the CONSULTANT must submit Exhibit 9-P to the Local Assistance Procedures Manual prepared by Caltrans to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P to the Local Assistance Procedures Manual prepared by Caltrans.

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

ARTICLE XXXII TITLE VI ASSURANCES

APPENDIX A

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

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

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

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

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

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

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

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

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

State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

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

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

EXHIBIT B.

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).