

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### CIP 22-02: VALLEY BLVD. WIDENING PROJECT (PROFESSIONAL ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 19 day of January, 2022 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **DOKKEN ENGINEERING**, a California 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 **January 19, 2022** and shall end on **June 30, 2023** 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 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 State, County, and local 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 **ONE MILLION TWO HUNDRED FORTY FOUR THOUSAND THIRTY ONE DOLLARS AND EIGHTY ONE CENTS (\$1,244,031.81)** 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 Final Payment. 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.

### **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 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 checked 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.

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:

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

b. 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 by City.

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

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

b. 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.

c. 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.

d. 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: **CIP 22-02: VALLEY BLVD. WIDENING PROJECT (PROFESSIONAL ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES).** 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.

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. 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. STATUS OF CONSULTANT.**

6.1 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 Subparagraph 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 or any of its officers, employees, or agents is 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. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State

of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) 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 Section 1781 of the Labor Code, 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, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), 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. 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 Licenses and Permits. Consultant represents and warrants 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. Consultant represents and warrants 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. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

## **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 Section 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 Section 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 internal laws of the State of California shall govern the interpretation and enforcement of 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. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term 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 Pamela Dalcin-Walling, Project Manager ("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, Principal Engineer ("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:



DOKKEN ENGINEERING  
Attn: Pamela Dalcin-Walling, Project Manager  
110 BLUE RAVINE ROAD, SUITE 200  
FOLSOM, CA 95630

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, Principal Engineer

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.
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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. With the exception of the specific provisions set forth in this Agreement, 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**

DocuSigned by:



Armando G. Villa, City Manager

Attest:

DocuSigned by:



Sarah A. Manwaring, City Clerk

Approved as to Form:

DocuSigned by:



Jeffrey T. Melching, City Attorney

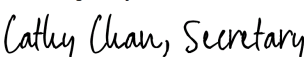
**CONSULTANT**

DocuSigned by:



John A. Klemunes, Jr, President

DocuSigned by:



Cathy Chan, Secretary

[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 civil engineering design services for CIP 22-02: Valley Blvd. Widening Project. in the amount not to exceed **ONE MILLION TWO HUNDRED FORTY FOUR THOUSAND THIRTY ONE DOLLARS AND EIGHTY ONE CENTS (\$1,244,031.81)** as further detailed in the following page(s).

**EXHIBIT A.**

Firm Name: DOKKEN ENGINEERING

Task	Rates and Hours																				Subconsultant Cost				
	Principal in Charge & QA/QC Manager	Pamela Dalcin-Walling Project Manager	Juann Ramos Project Engineer	Joe Ostidiek Signal/Lighting Design	Senior Engineer 2	Senior Engineer 1	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	Senior CAD	Engineering Technician	Sarah Holm Environment al Manager	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Jamie Formico Right of Way Manager	Senior Right of Way Agent	Right of Way Agent	Right of Way Assistant	Total Cost With Optional Tasks	Total Cost Without Optional Tasks	Sub Consultant Cost	Sub Consultant	Total Cost With Optional Tasks	Total Cost Without Optional Tasks
Description	\$ 250.00	\$ 240.00	\$ 260.00	\$ 190.00	\$ 240.00	\$ 215.00	\$ 150.00	\$ 130.00	\$ 110.00	\$ 190.00	\$ 130.00	\$ 215.00	\$ 165.00	\$ 135.00	\$ 100.00	\$ 185.00	\$ 150.00	\$ 105.00	\$ 85.00						
MILESTONE 1: PRELIMINARY ENGINEERING	28	114	76			144	162	90	252							16	30		40	\$162,460.00	\$162,460.00	\$16,040.00		\$178,500.00	\$178,500.00
TASK 1.0 – PROJECT MANAGEMENT	28	80	30			16										16	10			\$44,700.00	\$44,700.00			\$44,700.00	\$44,700.00
1.1 Meetings and Coordination		30	30			16										16	10			\$22,900.00	\$22,900.00			\$22,900.00	\$22,900.00
1.2 Progress Reports		10																		\$2,400.00	\$2,400.00			\$2,400.00	\$2,400.00
1.3 Project Schedule		10																		\$2,400.00	\$2,400.00			\$2,400.00	\$2,400.00
1.4 Project Administration	8	30																		\$10,000.00	\$10,000.00			\$10,000.00	\$10,000.00
1.5 Quality Control/QMP	20																			\$7,000.00	\$7,000.00			\$7,000.00	\$7,000.00
TASK 2.0 – ENGINEERING STUDIES		30	38			88	82		192								20		40	\$75,820.00	\$75,820.00	\$16,040.00		\$91,860.00	\$91,860.00
2.1 Rights of Entry/Encroachment Permits		4	6			8			16								20		40	\$12,400.00	\$12,400.00			\$12,400.00	\$12,400.00
2.2 Data Collection/Field Review		4	8			24	24		40											\$16,200.00	\$16,200.00			\$16,200.00	\$16,200.00
2.3 Traffic Impact Assessment		2	4			4	8		4											\$4,020.00	\$4,020.00	\$16,040.00	FEHR & PEERS	\$20,060.00	\$20,060.00
2.4 Preliminary Drainage/Water Quality Evaluation		2	4			20	30		60											\$16,920.00	\$16,920.00			\$16,920.00	\$16,920.00
2.5 Utility Mapping		2				8	20		32											\$8,720.00	\$8,720.00			\$8,720.00	\$8,720.00
2.6 Preliminary Right of Way Requirements Map		8	4			12			40											\$9,940.00	\$9,940.00			\$9,940.00	\$9,940.00
2.7 Agency Coordination		8	12			12														\$7,620.00	\$7,620.00			\$7,620.00	\$7,620.00
TASK 3.0 – PRELIMINARY DESIGN		4	8			40	80	90	60											\$41,940.00	\$41,940.00			\$41,940.00	\$41,940.00
3.1 Refine/Evaluate Conceptual Alignments		2	4			20	40	40	30											\$20,320.00	\$20,320.00			\$20,320.00	\$20,320.00
3.2 Stage Construction Concept		2	4			20	40	50	30											\$21,620.00	\$21,620.00			\$21,620.00	\$21,620.00
MILESTONE 2: ENVIRONMENTAL DOCUMENTATION	30	93	34			12	16	20	20			58	50	190	280					\$125,810.00	\$125,810.00	\$27,970.81		\$153,780.81	\$153,780.81
TASK 1.0 – PROJECT MANAGEMENT	30	80	30									12	8	36						\$46,260.00	\$46,260.00			\$46,260.00	\$46,260.00
1.1 Meetings and Coordination		30	30									12	8	36						\$23,760.00	\$23,760.00			\$23,760.00	\$23,760.00
1.2 Progress Reports		10																		\$2,400.00	\$2,400.00			\$2,400.00	\$2,400.00
1.3 Project Schedule		10																		\$2,400.00	\$2,400.00			\$2,400.00	\$2,400.00
1.4 Project Administration	10	30																		\$10,700.00	\$10,700.00			\$10,700.00	\$10,700.00
1.5 Quality Control	20																			\$7,000.00	\$7,000.00			\$7,000.00	\$7,000.00
TASK 2.0 – ENVIRONMENTAL DOCUMENTATION		13	4			12	16	20	20			46	42	154	280					\$79,550.00	\$79,550.00	\$27,970.81		\$107,520.81	\$107,520.81
2.1 Technical Studies (CEQA)																									
2.1.1 Biological Resources Report and Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis		1										8	8	12	80					\$12,900.00	\$12,900.00	\$23,359.81	ECORP	\$36,259.81	\$36,259.81
2.1.2 Noise Study Report		1				4	4					4		20	60					\$11,260.00	\$11,260.00			\$11,260.00	\$11,260.00
2.1.3 Paleontological Memorandum		1										2		6						\$1,480.00	\$1,480.00	\$4,611.00	COGSTONE	\$6,091.00	\$6,091.00
2.2 Environmental Document (CEQA)																									
2.2.1 Draft Initial Study Mitigated Negative Declaration (ISMND)		4										12	16	60	100					\$24,280.00	\$24,280.00			\$24,280.00	\$24,280.00
2.2.2 Circulation of the ISMND		2										8	6	40						\$8,590.00	\$8,590.00			\$8,590.00	\$8,590.00
2.2.3 Final ISMND		2										12	12	16	40					\$11,200.00	\$11,200.00			\$11,200.00	\$11,200.00
2.3 Design Support for Environmental		2	4			8	12	20	20			12		16	40					\$9,840.00	\$9,840.00			\$9,840.00	\$9,840.00
MILESTONE 3: FINAL PS&E	50	288	162	76	48	520	792	804	678	80	150	8	24	32	80	125	331	120		\$702,475.00	\$669,495.00	\$209,276.00		\$911,751.00	\$878,771.00
TASK 1.0 – PROJECT MANAGEMENT	50	190	60			40										40				\$94,700.00	\$94,700.00			\$94,700.00	\$94,700.00
1.1 Meetings and Coordination		80	60			40										40				\$50,800.00	\$50,800.00			\$50,800.00	\$50,800.00
1.2 Progress Reports		20																		\$4,800.00	\$4,800.00			\$4,800.00	\$4,800.00
1.3 Project Schedule		20																		\$4,800.00	\$4,800.00			\$4,800.00	\$4,800.00
1.4 Project Administration	10	30																		\$10,700.00	\$10,700.00			\$10,700.00	\$10,700.00
1.5 Quality Control	40																			\$14,000.00	\$14,000.00			\$14,000.00	\$14,000.00
1.6 Agreement Support		40																		\$9,600.00	\$9,600.00			\$9,600.00	\$9,600.00
TASK 2.0 – ENGINEERING STUDIES	16	10		4	44	56	70	90												\$44,260.00	\$44,260.00	\$85,201.00		\$129,461.00	\$129,461.00
2.1 Field Exploration	2	4				12	16		20											\$11,300.00	\$11,300.00			\$11,300.00	\$11,300.00
2.2 Geotechnical Explorations																									
2.2.1 Field Investigation		2	2			4														\$1,860.00	\$1,860.00	\$56,881.00	EMI	\$58,741.00	\$58,741.00
2.2.2 Lab Testing		2																		\$480.00	\$480.00	\$9,670.00	EMI	\$10,150.00	\$10,150.00
2.2.3 Geotechnical Design/Materials Report		2	4		4	12														\$5,060.00	\$5,060.00	\$18,650.00	EMI	\$23,710.00	\$23,710.00
2.3 Drainage Report		4				12	30	40	50											\$18,740.00	\$18,740.00			\$18,740.00	\$18,740.00
2.4 Water Quality Management Plan		4				4	10	10	20											\$6,820.00	\$6,820.00			\$6,820.00	\$6,820.00
TASK 3.0 – ENVIRONMENTAL PERMITTING	12	8			16	28	20	60			40	8	24	32	80					\$45,000.00	\$12,020.00			\$45,000.00	\$12,020.00
3.1 CDFW Section 1602 Lake and Streambed Alteration Agreement (OPTIONAL)		4	4			6	1																		

\*This form is purposed as a template for the City's required submission format only. To see a comprehensive list and description of the required scope of work, please refer to [ RFP#]



Attachment A-Cost Proposal  
CIP 22-02  
Valley Blvd Widening Project

Firm Name: DOKKEN ENGINEERING

Task	Rates and Hours																			Subconsultant Cost						
	Principal in Charge & QA/QC Manager	Pamela Dalcin-Walling Project Manager	Juann Ramos Project Engineer	Joe Ostliek Signal/Lighting Design	Senior Engineer 2	Senior Engineer 1	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	Senior CAD	Engineering Technician	Sarah Holm Environmental Manager	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Jamie Formico Right of Way Manager	Senior Right of Way Agent	Right of Way Agent	Right of Way Assistant	Total Cost With Optional Tasks	Total Cost Without Optional Tasks	Sub Consultant Cost	Sub Consultant	Total Cost With Optional Tasks	Total Cost Without Optional Tasks	
	Description	\$ 950.00	\$ 240.00	\$ 260.00	\$ 190.00	\$ 240.00	\$ 215.00	\$ 150.00	\$ 130.00	\$ 110.00	\$ 190.00	\$ 130.00	\$ 215.00	\$ 165.00	\$ 135.00	\$ 100.00	\$ 105.00	\$ 150.00	\$ 105.00	\$ 85.00					\$45,560.00	\$45,560.00
TASK 5.0 – UTILITY COORDINATION		12	12			80		172													\$45,560.00	\$45,560.00			\$45,560.00	\$45,560.00
5.1 Utility Identification		2	2			8		24													\$5,840.00	\$5,840.00			\$5,840.00	\$5,840.00
5.2 Utility Verification/Potholing		2	2			16		20													\$7,040.00	\$7,040.00			\$7,040.00	\$7,040.00
5.3 Conflict Identification		2	2			16		40													\$9,640.00	\$9,640.00			\$9,640.00	\$9,640.00
5.4 Conflict Resolution		2	2			16		40													\$9,640.00	\$9,640.00			\$9,640.00	\$9,640.00
5.5 Liability Determination		2	2			16		40													\$9,640.00	\$9,640.00			\$9,640.00	\$9,640.00
5.6 Notice to Owner		2	2			8		8													\$3,760.00	\$3,760.00			\$3,760.00	\$3,760.00
TASK 6.0 – FINAL DESIGN		32	48	76	44	310	620	480	430	80	110										\$344,010.00	\$344,010.00	\$83,060.00		\$427,070.00	\$427,070.00
6.1 60% PS&E		12	20	32	20	140	240	240	160	40	60										\$149,260.00	\$149,260.00	\$38,910.00	LCI	\$188,170.00	\$188,170.00
6.2 90% PS&E		8	12	24	12	90	180	120	160	20	30										\$99,730.00	\$99,730.00	\$14,850.00	LCI	\$114,580.00	\$114,580.00
6.3 100% PS&E		8	8	16	8	50	120	110	100	12	20										\$67,890.00	\$67,890.00	\$15,650.00	LCI	\$83,540.00	\$83,540.00
6.4 Final PS&E		4	8	4	4	30	80	10	10	8											\$27,130.00	\$27,130.00	\$13,650.00	LCI	\$40,780.00	\$40,780.00
GRAND TOTAL COSTS		\$37,800.00	\$118,800.00	\$70,720.00	\$14,440.00	\$11,520.00	\$145,340.00	\$145,500.00	\$118,820.00	\$104,500.00	\$15,200.00	\$19,500.00	\$14,190.00	\$12,210.00	\$29,970.00	\$36,000.00	\$26,085.00	\$54,150.00	\$12,600.00	\$3,400.00	\$990,745.00	\$957,765.00	\$253,286.81		\$1,244,031.81	\$1,211,051.81



## SCOPE OF WORK:

### MILESTONE 1 – PRELIMINARY ENGINEERING

#### TASK 1.0 PROJECT MANAGEMENT

##### TASK 1.1 MEETINGS & COORDINATION

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the City's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- *Kickoff Meeting:* At the start of Preliminary Engineering, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- *PDT Meetings:* The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, City and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, CONSULTANT will attend and facilitate up to 5 PDT meetings.
- *Technical Coordination Meetings:* CONSULTANT will coordinate technical issues with the City and other stakeholders through meetings and correspondence. CONSULTANT will prepare for and facilitate up to 2 technical meetings, as needed.

*Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes*

##### TASK 1.2 PROGRESS REPORTS

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

*Deliverable: Monthly Progress Report*

##### TASK 1.3 PROJECT SCHEDULE

CONSULTANT will, within 2 weeks of Notice to Proceed, provide to the City a detailed, Preliminary Engineering phase project baseline schedule for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

*Deliverable: Project Schedule*

##### TASK 1.4 PROJECT ADMINISTRATION

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT will structure the accounting system in accordance with the City's invoicing and tracking needs.
- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

### **TASK 1.5 QUALITY CONTROL/QMP**

CONSULTANT will have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and back-checked for accuracy and completeness. CONSULTANT will review subconsultant environmental and engineering report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

*Deliverable: Quality Control Plan*

## **Task 2.0 ENGINEERING STUDIES**

### **TASK 2.1 RIGHTS OF ENTRY/ENCROACHMENT PERMITS**

To perform the necessary field work for the project, CONSULTANT will prepare rights of entry letters/exhibits for access to private property. CONSULTANT will send and track responses to right of entry forms from private property owners.

*Deliverables: Right of Entry forms*

### **TASK 2.2 DATA COLLECTION/FIELD REVIEW**

CONSULTANT will meet with the City to request and obtain any new data related to the project site, including new monumentation, as-builts from recent projects, and recent studies.

CONSULTANT will conduct a site reconnaissance to identify and document any new/changed physical features, character, adjacent uses, potential design constraints, and new environmental considerations. Field information will be recorded using field notes and digital photos.

*Deliverable: Field notes/photo log*

### **TASK 2.3 TRAFFIC IMPACT ASSESSMENT**

To comply with the SB 743 requirement, CONSULTANT will prepare a VMT assessment utilizing Riverside County's travel demand forecasting model (RIVCOM) to estimate VMT with and without the project and determine if the project results in an increase in VMT in the study area. If impacts are identified, feasible mitigation measures will be recommended and quantified. CONSULTANT will prepare and submit a Draft Memorandum summarizing the assessment for City review. CONSULTANT will respond to comments and submit the Final Memorandum.

*Deliverable: Traffic Impact Memorandum (Draft and Final)*

### **TASK 2.4 PRELIMINARY DRAINAGE/WATER QUALITY EVALUATION**

CONSULTANT will conduct a preliminary drainage investigation to determine the existing drainage patterns and storm drain facilities in the project area, including existing channels/ditches, pipe/culvert locations, sizes, local rainfall intensities, and flows. This information will be obtained through a combination of field reconnaissance, City staff, RCFWCWD, as-built records, and the project files prepared by the City. After reviewing the existing drainage conditions,



on- and off-site hydrologic and hydraulic analyses will be conducted for the existing and post-project condition, emphasizing the primary objective of maintaining existing flow patterns and runoff amounts.

The on-site analyses will include identifying where new facilities are needed and where existing facilities can be reused, developing drainage boundaries for the areas within the project limits, developing flows for each facility based on City hydrology standards, and identifying where new/retrofitted storm drain facilities are needed. A comparison of existing versus proposed peak flows will also be performed to determine if peak flow mitigation is required.

Upon review of the project site, CONSULTANT does not anticipate the need for an off-site analysis as cross drainage facilities will only require minor extensions.

A Draft Preliminary Drainage Report for the project will be prepared to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on-site hydrologic analyses, existing and post-project drainage patterns, flood conditions, results of the on-site hydraulic analyses (including peak flow mitigation recommendations) and any issues of special concern or significance. The draft report will be submitted to the City for review concurrent with completion of the Draft Environmental Document.

CONSULTANT will obtain review comments from the City on the Draft Preliminary Drainage Report. A summary matrix with comment responses will be prepared and the report will be updated in accordance with the comments received. The Final Preliminary Drainage Report will be submitted for review and approval with the Final Environmental Document.

The project is located in the Santa Ana Watershed of the Riverside County Flood Control and Water Conservation District and is subject to MS4 Permit Order No. R8-2010-0033. Transportation projects in this region are required to prepare a Transportation Project Guidance (TPG) to document the permanent treatment BMPs anticipated to be included in the project. CONSULTANT will utilize the TPG template created by the Riverside County Flood Control and Water Conservation District. A draft TPG will be submitted to the City for review. Comments will be addressed and a final TPG will be prepared for execution.

**Deliverable:** *Preliminary Drainage Report (Draft and Final), TPG (Draft and Final)*

## **TASK 2.5 UTILITY MAPPING**

CONSULTANT will perform a utility search for affected utilities in the project area, including a review of the utility work compiled for the PSR. The search will include a verification field review and review of available as-builts for the project area. CONSULTANT will prepare a database of utility records indicating the type of utility, owner, drawing number, and other vital information. The identified utility companies will be sent a letter requesting information regarding existing and proposed utilities. CONSULTANT will plot the location of all existing facilities on a utility base plan and identify potential utility conflicts. Where it is necessary to evaluate alternative impacts, CONSULTANT will meet with selected utilities to discuss a conceptual relocation strategy.

**Deliverables:** *Utility base plan, database and letters*

## **TASK 2.6 PRELIMINARY RIGHT OF WAY REQUIREMENTS MAP**

CONSULTANT will utilize the parcel boundaries and ownership information provided by the City to prepare a right of way base map for use in evaluating right of way impacts for the anticipated alignment. CONSULTANT will superimpose the project improvements to determined anticipated right of way requirements for the project. The right of way requirement map will provide enough detail to support the decision-making process and will define property acquisition/easement areas required for the project.

**Deliverables:** *Preliminary Right of Way Requirement Maps*

## **TASK 2.7 AGENCY COORDINATION**

Riverside County Flood Control and Water Conservation District and Eastern Municipal Water District each have existing and proposed facilities in the project area. CONSULTANT will coordinate with each of these agencies to ensure that the proposed widening improvements properly consider and are fully integrated with the infrastructure of each of these



agencies. Coordination will include requesting existing and proposed facility information, facilitating up to four (4) coordination meetings, preparing exhibits, and sharing design information with technical staff.

## TASK 3.0 PRELIMINARY DESIGN

### TASK 3.1 REFINE/EVALUATE CONCEPTUAL ALIGNMENTS

Based upon the results of the engineering studies as well as input from the City, CONSULTANT anticipates evaluating one build alternative for the project. CONSULTANT will prepare an alignment drawing that will serve to establish the project footprint for subsequent environmental studies.

*Deliverables: Alignment Exhibit*

### TASK 3.2 STAGE CONSTRUCTION CONCEPT

CONSULTANT will complete a conceptual stage construction plan for the build alternative. The stage construction design will assist in determining constructability, staging sequencing, potential detours, construction schedule duration, and costs associated with the project staging.

*Deliverables: Staged Construction Concept Exhibits*

## MILESTONE 2 – ENVIRONMENTAL DOCUMENTATION

### TASK 1.1 MEETINGS & COORDINATION

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the City's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- *PDT Meetings:* The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, City staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, CONSULTANT will attend and facilitate up to 5 PDT meetings.
- *Technical Coordination Meetings:* CONSULTANT will coordinate technical issues with the City and others through meetings and correspondence. CONSULTANT will prepare for and facilitate 1 technical meeting, as needed.
- *City Council Meetings:* CONSULTANT will attend meetings with Council members to answer questions, provide project status reports and discuss the details of the project. CONSULTANT will also attend City Council meetings to make presentations and/or answer project related questions. CONSULTANT will attend 2 Council member and/or Council meetings, as needed.

*Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes*

### TASK 1.2 PROGRESS REPORTS

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

*Deliverable: Monthly Progress Report*

### **TASK 1.3 PROJECT SCHEDULE**

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed, Environmental Documentation phase project baseline schedule to the City for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

*Deliverable: Project Schedule*

### **TASK 1.4 PROJECT ADMINISTRATION**

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT will structure the accounting system in accordance with the City's invoicing and tracking needs.
- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

### **TASK 1.5 QUALITY CONTROL**

CONSULTANT will continue to execute the project's quality control plan through the Environmental Document phase. As part of this effort, exhibits, documents, and plans will be checked, corrected, and back-checked for accuracy and completeness. CONSULTANT will review subconsultant environmental report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

## **Task 2.0 ENVIRONMENTAL DOCUMENTATION**

CONSULTANT will perform all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA). CONSULTANT will perform all environmental documentation and coordination, which will include the following:

### **TASK 2.1 TECHNICAL STUDIES**

CONSULTANT will coordinate and prepare environmental studies to be incorporated into the environmental document. CONSULTANT will prepare and distribute copies of the technical studies for each of the review cycles and will respond to comments and update the studies as needed for approval. Technical studies include the following:

#### ***Task 2.1.1 Biological Resources Report and Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis***

CONSULTANT will conduct field surveys and supplemental literature research to assist in determining what focused biology surveys are necessary. Literature under review will include federal and State lists of sensitive species and current database records. The Biological Resources Report will include the results of the field surveys, document habitat types, any special status species potential or occurrences, map any waters, and identify any needed avoidance, minimization, or mitigation measures for the project.

The City of Menifee is a permittee under the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and may be subject to a MSHCP consistency analysis. The project area is within an identified Narrow Endemic Plants Survey Area (NEPSSA), which protects special status plants, and a burrowing owl survey area. Additional surveys for Stephen's kangaroo rat, and California coastal gnatcatcher will be conducted by ECORP due to recent nearby occurrences and



suitable habitat being present within and adjacent to the project area. The results of these surveys will be documented as an Appendix to the Biological Resources Report and serve as the project's Consistency Analysis.

**Deliverables:** *Biological Resources Report*

#### **Task 2.1.2** *Noise Study Report*

Dokken will prepare a Noise Study Report to support the CEQA environmental documentation. The Noise Study Report will contain relevant information from the City's General Plan, which evaluated existing and future traffic conditions, and existing noise conditions as well as future noise conditions. CEQA requires the comparison between existing noise levels and future noise levels with the proposed project. Noise modeling will be conducted to evaluate potential impacts and any necessary abatement measures. This noise modeling will utilize information in the traffic analysis contained within the General Plan and General Plan EIR, as well as additional noise measurements to be conducted by Dokken's in-house noise specialist in outdoor use areas of residents adjacent to the widening project. If abatement in the form of soundwalls or rubberized asphalt is needed, Dokken will document the proposed locations, including any necessary walls including wall heights and locations, and a Dokken engineer will prepare cost estimates for these walls for the City's consideration.

**Deliverables:** *Noise Study Report*

#### **Task 2.1.3** *Paleontological Memorandum*

CONSULTANT will oversee Cogstone as they investigate the geologic character of the project site to identify any potential for paleontological resources. The City General Plan identified the project area as having a high sensitivity for encountering paleontological resource. Cogstone will prepare a CEQA format Paleontological Memorandum to evaluate the potential to encounter paleontological resources during ground-disturbing activities.

**Deliverables:** *Paleontological Memorandum*

### **TASK 2.2 ENVIRONMENTAL DOCUMENT (CEQA)**

CONSULTANT will incorporate the purpose and need/project description and the technical studies into the draft document. Based upon available data, CONSULTANT will prepare an Initial Study with Mitigated Negative Declaration (IS/MND) identifying and evaluating environmental impacts based on thresholds of significance under CEQA. The environmental document will determine if the project has any significant adverse effects on the environment, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance.

Depending upon the results of the traffic study, a significant impact may be identified with regard to SB 743/VMT, in which Dokken would work with the City to identify any feasible mitigation measures to reduce the impact to less than significant. If mitigation is not feasible for the project, an EIR may be required under CEQA which is not included within this scope.

#### **Task 2.2.1** *Draft Environmental Document*

CONSULTANT will draft the IS/MND for public review. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. The IS/MND will determine that the project would not have any significant impacts on the environment through implementation of mitigation measures to reduce all impacts below a level of significance.

**Deliverables:** *Draft IS/MND (Draft and Final)*

#### **Task 2.2.2** *Circulation of the IS/MND*

Once the draft IS/MND has been approved by the City, it will be circulated for public review for a period of 30 days. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. CONSULTANT will coordinate the preparation of the distribution list with the City.

Pursuant to CEQA requirements, CONSULTANT will prepare a Notice of Availability for the Draft IS/MND. This notice, along with the draft environmental document and technical studies, will be made available at the City offices, the Public Library, and electronically during a 30-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse.

**Deliverables:** *Notice of Availability (Draft and Final)*

#### **Task 2.2.3 Final ISMND**

Following public review of the draft IS/MND, a final environmental document will be prepared by the CONSULTANT. Prior to action on the Final IS/ MND, CONSULTANT will assist the City to prepare appropriate findings and the Administrative Record.

**Deliverables:** *Final IS/MND (Draft and Final)*

### **TASK 2.3 DESIGN SUPPORT FOR ENVIRONMENTAL**

CONSULTANT will support the environmental process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation measures to ensure that they are reasonable and can be implemented.

## **MILESTONE 3 – FINAL PS&E**

### **TASK 1.0 PROJECT MANAGEMENT**

#### **TASK 1.1 MEETINGS & COORDINATION**

For the PS&E Phase of the project, CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the City's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- **Kickoff Meeting:** At the start of the final design phase, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- **PDT Meetings:** The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT's task leads as needed, City staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, CONSULTANT will attend and facilitate up to 10 PDT meetings.
- **Technical Coordination Meetings:** CONSULTANT will coordinate technical issues with the City, Caltrans and others through meetings and correspondence. CONSULTANT will prepare for and facilitate up to 2 technical meetings, as needed.
- **City Council Meetings:** CONSULTANT will attend meetings with Council members to answer questions, provide project status reports and discuss the details of the project. CONSULTANT will also attend City Council meetings to make presentations and/or answer project related questions. CONSULTANT will attend 1 Council member and/or Council meetings, as needed.

**Deliverables:** *Meeting Notices, Agendas, Exhibits, and Minutes*

## **TASK 1.2      PROGRESS REPORTS**

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

*Deliverable:    Monthly Progress Report*

## **TASK 1.3      PROJECT SCHEDULE**

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed, final design phase project baseline schedule to the City for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

*Deliverable:    Project Schedule*

## **TASK 1.4      PROJECT ADMINISTRATION**

CONSULTANT will prepare invoices on a monthly basis, track the work progress of the proposed subconsultants, and review subconsultant invoices for level of effort vs. amount spent, format, and content compliance.

## **TASK 1.5      QUALITY CONTROL**

CONSULTANT will continue to execute the project's quality control plan through the Environmental Document phase. As part of this effort, exhibits, document, and plans will be checked, corrected, and back-checked for accuracy and completeness. CONSULTANT will review subconsultant engineering report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

## **TASK 1.6      AGREEMENT SUPPORT**

CONSULTANT will provide technical and administrative support to the City as required for obtaining cooperative agreements and/or maintenance agreements with adjacent agencies.

# **Task 2.0      ENGINEERING STUDIES**

## **TASK 2.1      FIELD EXPLORATION**

CONSULTANT will conduct a site reconnaissance to identify and document any new/changed physical features, character, adjacent uses, potential design constraints, and new environmental considerations. Field information will be recorded using field notes and digital photos.

*Deliverable:    Field notes/photo log*

## **TASK 2.2      GEOTECHNICAL EXPLORATIONS**

### **Task 2.2.1    Field Investigation**

Per Caltrans/AASHTO recommendations, a soil boring is required every 100 to 200 feet for retaining walls. CONSULTANT's geotechnical field investigations plan is presented in Table 1. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. The proposed approximate boring depths will be raised if refusal is

encountered. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

**Table 1. Proposed Soil Boring Information**

Design Element	Number of Borings	Approximate Depth (feet)
Retaining Wall	6	30
Roadway Improvements	13	5 – 10

CONSULTANT will prepare a boring location plan and this plan will be used to secure encroachment permit from City of Menifee. Any other permits, if required, will be secured by others.

CONSULTANT field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the CONSULTANT laboratory.

#### **Task 2.2.2 Lab Testing**

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include in-situ density and moisture content, grain size, Atterberg Limits, direct shear, R-value, maximum density and optimum moisture content, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

#### **Task 2.2.3 Geotechnical Design/Materials Report**

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the current Caltrans design criteria.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for retaining wall
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

CONSULTANT will prepare a Geotechnical Design/Materials Report to provide all the geotechnical design and construction recommendations for the project. This report will include recommendations for a retaining wall, slopes, and pavement structural sections. CONSULTANT will address any comments resulting from the City of Menifee review and prepare a final report.

**Deliverable:** *Geotechnical Design/Materials Report (Draft and Final)*

### **TASK 2.3 DRAINAGE REPORT**

To finalize the drainage facilities needed for the project, CONSULTANT will build upon the work presented in the Preliminary Drainage Report to evaluate the hydrologic and hydraulic impacts and design issues associated with the project.

CONSULTANT will review and update the hydrologic parameters used to develop peak flows from the previous phase, including watershed maps, land use, soil information, conveyance characteristics (geometry, slope, roughness), and local features. The hydraulic calculations for the facilities needed to convey on-site drainage along the project alignment will also be refined including basins, ditches, inlets, culverts, storm drains, and overside drains. The hydraulic analysis of any



existing storm drain system will rely on existing characteristics being provided by the owning/maintaining agency, including physical attributes, off-site flows, and hydraulic grade lines/tail water elevations.

Results of the analysis will be summarized in a Draft Drainage Report that will be submitted to the City for review during the 60% submittal. Comments will be addressed, and a final report will be submitted with the 90% package.

*Deliverable: Drainage Report (Draft and Final)*

## **TASK 2.4 WATER QUALITY MANAGEMENT PLAN**

The TPG prepared during the Preliminary Engineering phase will be reviewed and updated, if necessary, to reflect refinements to the design. If modifications to the TPG are required, an updated draft TPG will be submitted to the City for review and will be finalized once all comments are resolved.

*Deliverable: TPG (Draft and Final)*

## **Task 3.0 ENVIRONMENTAL PERMITTING**

CONSULTANT's Scope of Work provides the resources and expertise necessary to perform, coordinate, and manage the completion of the tasks necessary to carry the Valley Boulevard Widening to construction. It is assumed that environmental construction support services will be conducted under a separate contract.

A drainage course originating in the undeveloped rolling terrain west of Valley Boulevard just north of Roanoke Road crosses under the roadway from west to east via two culverts where it enters into a concrete lined ditch, which is likely under purview of the California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB) as a Waters of the State. It is assumed the project would not require notification of the U.S. Army Corps of Engineers.

### **TASK 3.1 CDFW SECTION 1602 LAKE AND STREAMBED ALTERATION AGREEMENT (OPTIONAL)**

A Streambed Alteration Agreement (SAA), in compliance with Section 1602 of the California Fish and Game Code, is required when a project will substantially divert, obstruct, or change the natural flow of a river, stream or lake; substantially change the bed, channel, or bank of a river, stream, or lake; or use material from a streambed. CONSULTANT will prepare the required notification package for a SAA to be filed with CDFW online. The application package will describe, among other items, the project features; construction period; construction methods; impacts on vegetation, fish and wildlife; and any proposed mitigation or restoration plan. Detailed project plans and application fee based will accompany the notification package. As with the RWQCB Section 401 water quality certification, CDFW will require evidence of CEQA compliance prior to issuing a SAA for the project. CONSULTANT will coordinate directly with CDFW staff to ensure the agreement is obtained prior to construction bidding which will ensure all permit requirements are included in the final plans and specifications.

*Deliverables: Section 1602 Lake and Streambed Alteration Agreement (Draft and Final)*

### **TASK 3.2 RWQCB SECTION 401 WATER QUALITY CERTIFICATION (OPTIONAL)**

CONSULTANT will prepare a Section 401 Water Quality Certification application for filing with the Santa Ana Regional Water Quality Control Board. The application will include the appropriate fee; a copy of the Streambed Alteration Agreement with CDFW, or a copy of the 1602 notification package; and evidence of CEQA compliance. Issuance of a Section 401 Water Quality Certification (that may include waste discharge requirements) also generally constitutes compliance with the State Porter-Cologne Act. CONSULTANT will coordinate directly with RWQCB staff to ensure the certification is obtained prior to construction bidding which will ensure all permit requirements are included in the final plans and specifications.

*Deliverable: Section 401 Water Quality Certification (Draft and Final)*



### **TASK 3.3 NPDES CONSTRUCTION GENERAL PERMIT (SWPPP)**

As construction of the Valley Boulevard Widening is anticipated to disturb an area exceeding 1 acre, a NPDES General Construction Activity Storm Water Permit will be required.

A draft SWPPP will be provided to the City for review and comment. Upon receipt of City's comments, CONSULTANT will make the necessary modifications to the SWPPP and prepare a final SWPPP for use in obtaining the NPDES permit. It is assumed that all permit fees will be paid directly by the City. CONSULTANT will provide QSD services through the issuance of the Waste Discharge Identification Number.

*Deliverable: SWPPP (Draft and Final)*

## **TASK 4.0 RIGHT OF WAY**

### **TASK 4.1 TITLE REPORTS**

CONSULTANT will obtain preliminary title reports for 6 parcels. The CONSULTANT right of way team will perform all necessary research for each parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way.

*Deliverables: Preliminary Title Reports*

### **TASK 4.2 RIGHT OF WAY REQUIREMENT MAPS**

To fulfill Caltrans' requirements, CONSULTANT will prepare a map showing the right of way requirements for the project alignment. The right of way requirement map will provide enough detail to support the right of way acquisition activities and will define property acquisition/easement areas required for the project.

*Deliverables: Right of Way Requirement Maps*

### **TASK 4.3 APPRAISAL MAPS**

Appraisal maps will be prepared in support of the acquisition of full or partial takes, easements, and temporary construction easements in accordance with industry right of way standards. These appraisal maps will include the affected parcels, right of way establishment, cadastral/title information, and proposed acquisition areas.

*Deliverables: Appraisal Maps*

### **TASK 4.4 PLATS/LEGAL DESCRIPTIONS**

Legal descriptions and plats will be prepared to support the acquisition of any full or partial takes and easements. The Legal descriptions will be prepared in accordance with industry right of way standards. For the purposes of this proposal, 6 plat/legal descriptions are included.

*Deliverables: Plats and Legal Descriptions*

### **TASK 4.5 PROPERTY OWNER EXHIBITS**

Using the completed Right-of-Way mapping, together with the design layout, four Property Owner Exhibits will be generated, one for each of the proposed ownerships. These exhibits will be used by the Appraiser during the appraisal process and by the Right of Way Team when negotiating with the landowner. The Property Owner Exhibits will provide the limits of the permanent and temporary acquisition areas, detail impacts to any improvements located within the project area and specify any construction contract work that may be necessary.

*Deliverables: Property Owner Exhibits*



#### **TASK 4.6 RIGHT OF WAY NEGOTIATIONS**

Right of way will be required from approximately six parcels, totaling four ownerships. Each parcel may have its own concerns that will need to be negotiated therefore the fee estimate is based upon negotiations associated with six parcels. All "Good Faith Negotiations" will be completed by CONSULTANT's right of way team. After completion of the appraisal process and just compensation determination, CONSULTANT will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, "Your Property – Your Transportation Project" booklet. CONSULTANT will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. CONSULTANT will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT will work closely with the City to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the City for review. Working with the property owners to agreeable terms will be CONSULTANT's focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the City will need to attain property through the condemnation process, CONSULTANT will assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, CONSULTANT will attend, at the request of the City, any Public Community Meetings regarding the project.

CONSULTANT's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

***Deliverables:** Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters*

#### **TASK 4.7 ESCROW COORDINATION**

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, CONSULTANT will be available to assist the City in opening escrow. CONSULTANT will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. CONSULTANT will work closely with the City to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the City for acceptance prior to recording. In the event escrow services are not required, CONSULTANT is available to perform these services and record the required documentation.

***Deliverables:** Escrow Documents and Closing Statements*

#### **TASK 4.8 RIGHT OF WAY CERTIFICATION/PROJECT CLOSE-OUT**

CONSULTANT will coordinate with the City and supply all required documentation for the right of way certification. CONSULTANT will review all acquisition documents for proper and complete execution, including formal acceptance.

The original acquisition file for each affected parcel will be provided to the City upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

***Deliverables:** Right of Way Certification Documentation, Original Acquisition Files*

#### **TASK 4.9 SHOW ME STAKES**

As necessary for negotiations, temporary wooden stakes will be set along the proposed right of way lines for review by the City, landowner, and appraiser (up to 6 properties as needed).

*Deliverables: Temporary stakes along the proposed right of way*

### **Task 5.0 UTILITY COORDINATION**

#### **TASK 5.1 UTILITY IDENTIFICATION**

CONSULTANT will perform a utility search for affected utilities in the project area, including a review of the utility work compiled to date. The search will include a verification field review and review of available as-builts for the project area. CONSULTANT will prepare a database of utility records indicating the type of utility, owner, drawing number, and other vital information. The identified utility companies will be sent a letter requesting information regarding existing and proposed utilities. CONSULTANT will plot the location of all existing facilities on a utility base plan and identify potential utility conflicts. Where it is necessary to evaluate alternative impacts, CONSULTANT will meet with selected utilities to discuss a conceptual relocation strategy.

*Deliverables: Utility base plan, database and letters*

#### **TASK 5.2 UTILITY VERIFICATION/POTHOLING**

CONSULTANT will review the utility base map in light of the proposed improvements, field verify the information provided by the utility companies, and evaluate the extent of any potential utility conflicts. If necessary, CONSULTANT will arrange for City crews to perform up to 15 potholes to establish the horizontal and vertical location of critical underground utility lines. CONSULTANT will obtain the pothole report from the City.

#### **TASK 5.3 CONFLICT IDENTIFICATION**

Based on the information gathered, CONSULTANT will prepare conflict maps for each utility highlighting the location of identified conflicts. These maps will be sent to the utilities as part of the Utility 'B' packages, which will also include 60% design plans and a City-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will also ask the utility companies to verify the conflict, notify them of the need to relocate their facilities, and request verification of prior rights.

Depending on the extent and significance of the relocations, CONSULTANT will schedule a meeting with the affected utility companies to develop a coordinated relocation plan. CONSULTANT will coordinate with the utilities to facilitate development of their relocations, discuss construction staging and work windows, and will review/verify submitted relocation plans to ensure that the conflicts are resolved.

*Deliverables: Utility B Letter/Plans*

#### **TASK 5.4 CONFLICT RESOLUTION**

CONSULTANT will work with the utility companies and the surveyor to determine existing easements or prior rights. Based on the conclusion of this investigation, CONSULTANT will assist with the final determination of liability related to the relocation costs. This liability will be documented by each utility in a claim letter.

*Deliverables: Claim letter*



## **TASK 5.5 LIABILITY DETERMINATION**

CONSULTANT will work with the utility companies and the surveyor to determine existing easements or prior rights. Based on the conclusion of this investigation, CONSULTANT will assist with the final determination of liability related to the relocation costs. This liability will be documented by each utility in a claim letter.

*Deliverables: Claim letter*

## **TASK 5.6 NOTICE TO OWNER**

CONSULTANT will send a copy of the 'C' Final Plans and the Notice to Owner letter to the utility companies at the 100% milestone. The letter will be the final notification to the utility companies that the project is going to construction and will request final verification that there are no conflicts with the project or, in the event that relocations were necessary, will request the utility owner to relocate their facilities.

*Deliverables: Utility Letters and Plans ('C'), Notice to Owner*

## **TASK 6.0 FINAL DESIGN**

Development of the project documents will be in accordance with the criteria and specifications from the latest edition of the City Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans "Project Development Procedures Manual", and/or the Caltrans "Highway Design Manual", as appropriate. The design will be prepared using English units and drafted in accordance with City standards.

### **TASK 6.1 60% PLANS, SPECIFICATIONS, AND ESTIMATES**

Based on the Concept Drawings, CONSULTANT will prepare 60% plans. The title sheet will include an index of sheets, approval signatures, the project description, location map, begin/end work, begin/end construction, and limits of work.

The typical section sheets will include original ground, traveled way, shoulders, cut/fill slopes, drainage, right of way, and existing/recommended structural sections. Project Control sheet will include control for design and construction data.

The plans will include the preliminary geometric data required to construct the project. Horizontal callouts will include a centerline station line, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions and the identification of any physical features such as edge of pavement, AC dike, fences, barriers, etc. The plan view will include all right of way and easements, both permanent and temporary. The profile will include original ground and profile grade information. Super elevation diagram sheets will also be prepared.

The plans will include construction details for detailed conform tie-ins, grades of curb and gutters, and other details not included in the Standard Plans.

Drainage design will be shown on the drainage plans and will include existing drainage features, inlet/manhole locations with station and offset, pipe layouts and sizes, ditch alignments, rock slope protection, and end treatments where appropriate. Drainage details will be provided on the detail sheets for details not covered in the Standard Plans.

Staging and traffic handling plans will include location of construction staging by each stage and temporary traffic handling devices used for traffic control. Traffic handling plans will conform to the provisions in the latest edition of the California Manual of Uniform Traffic Control Devices (MUTCD).

Pavement Delineation and signing plans will be part of this submittal to identify striping configuration and overall signage location. Pavement delineation and signage will conform to the latest edition of the California MUTCD.

Erosion control sheets and temporary water pollution control plans will be prepared to stabilize and restore disturbed areas. Design of these facilities shall include current Best Management Practices and will conform to the City, Caltrans and Regional Water Quality Control Board.

CONSULTANT will prepare electrical plans to modify existing signal and illumination systems, as necessary.



CONSULTANT will prepare planting and irrigation plans for landscape planting. The planting plans will include a plant legend indicating trees and planting for the median and/or project perimeter. The legend will indicate the botanical and common names, quantity, size, and remarks (such as variety and staking procedure). The plans will provide an integrated palette of material in accordance with City landscape guidelines. The irrigation plans will provide the necessary information for a complete and fully automatic irrigation system for proposed interchange trees. The plans will indicate new points of connection based upon City / EMWD requirements, backflow prevention, pressure regulation (as necessary), and equipment size and type in the irrigation legend.

CONSULTANT will prepare retaining wall / soundwall plans, if necessary, as a mitigation measure due to right of way and noise impacts. The retaining wall / soundwall plans will include aesthetic features, determined in coordination with the City.

The list of sheets will include, as necessary:

- Title Sheet
- Typical Sections
- Demolition Plans
- Layouts
- Profiles/Superelevation Diagrams
- Construction Details
- Drainage Plans, Profiles and Details
- Utility Plans
- Water Pollution Control Plans
- Stage Construction Plans
- Traffic Handling Plans
- Detour Plans
- Pavement Delineation Plans
- Signing Plans
- Erosion Control Plans
- Planting and Irrigation Plans
- Retaining Walls / Soundwall Plans
- Electrical Plans

CONSULTANT will prepare an engineer's estimate of construction costs that will be based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

CONSULTANT will prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Standard Specification version.

***Deliverables: 60% Plans, Estimate, and Special Provisions***

## **TASK 6.2 90% PLANS, SPECIFICATIONS, AND ESTIMATES**

CONSULTANT will prepare 90% plans and estimates based on the 60% plans and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

All additional design and detail sheets will be included for a full project design. The list of sheets will include, as necessary:

- Title Sheet
- Typical Sections
- Demolition Plans
- Layouts
- Profiles/Superelevation Diagrams
- Construction Details
- Drainage Plans, Profiles and Details
- Utility Plans
- Water Pollution Control Plans
- Stage Construction Plans
- Traffic Handling Plans
- Detour Plans
- Pavement Delineation Plans
- Signing Plans
- Erosion Control Plans
- Planting and Irrigation Plans
- Retaining Walls / Soundwall Plans
- Electrical Plans

CONSULTANT will prepare an engineer's estimate of construction costs, based on detailed quantity takeoffs and current unit prices. A reasonable upward adjustment shall be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments. Quantities for all contract items, including cost of lump sum items, shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers. All quantity calculations shall be independently checked and substantiated with independent calculations.



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CONSULTANT will update the draft special provisions based on comments received. The special provisions will include all environmental mitigation and permitting measures required for the project.

*Deliverable: 90% Plans, Estimate, Special Provisions, Response to Comment Matrix*

#### **TASK 6.3 100% PLANS, SPECIFICATIONS, AND ESTIMATES**

CONSULTANT will prepare 100% plans, specifications and estimate based on the 90% submittal and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT will prepare cross sections for the project at 50-foot intervals. Additional cross sections will be prepared at specific unique locations along the project, as needed. The cross sections will show existing and proposed grades, structural section, roadway improvements, cut/fill limits, and conform limits.

*Deliverable: 100% Plans, Estimate, Special Provisions, Response to Comments Matrix, Cross Sections*

#### **TASK 6.4 FINAL PS&E**

CONSULTANT will prepare Final Contract Documents ready for advertisement. The Final Contract Documents will incorporate comments received on the 100% PS&E.

*Deliverable: Final Plans and Specifications*