

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 23-01 MURRIETA ROAD BRIDGE OVER SALT CREEK PROJECT (ARCHITECTURAL AND ENGINEERING DESIGN SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2023 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **NV5, INC.**, 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 **February 1, 2023** and shall end on **June 30, 2024** 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 SEVEN HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED NINETY ONE DOLLARS AND ZERO CENTS (\$1,778,391.00)** 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 ten percent (10%) 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 23-01 MURRIETA ROAD BRIDGE OVER SALT CREEK PROJECT (ARCHITECTURAL AND 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 for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

SECTION 6. 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 Carmen Kasner, Senior Vice President ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Jenny McConville, Management Analyst I (“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:

NV5, INC
Attn: Carmen Kasner, Senior Vice President
15092 Avenue of Science, Suite 200
San Diego, CA 92128

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

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Jenny McConville, Management Analyst I

with a copy to:

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

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

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

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

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and

Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

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

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

10.16 No Third Party Beneficiaries. 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

CONSULTANT

Armando G. Villa, City Manager

Carmen Kasner, Senior Vice President

Attest:

Kay Vinson, Acting City Clerk

MaryJo O'Brien, Board Secretary

Approved as to Form:

Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Services shall include CIP 23-01 Murrieta Road Bridge Over Salt Creek Project (Architectural and Engineering Design Services) in the amount not to exceed **ONE MILLION SEVEN HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED NINETY ONE DOLLARS AND ZERO CENTS (\$1,778,391.00)** as further detailed in the following page(s).

1. COVER/LETTER OF INTRODUCTION

November 8, 2022

City of Menifee
Jennifer Christoffersen
Purchasing & Contracts Specialist
29844 Haun Road
Menifee, CA 92586



SUBJECT: RFQ 2022-04: Design Services for CIP 23-01 Murrieta Road Bridge Over Salt Creek

Dear Ms. Christoffersen and selection committee members,

Designing and delivering high quality transportation infrastructure for the City of Menifee (City) is critical to the community's prosperity as it develops, and it has been an honor to provide engineering and municipal consulting services to contribute to your success. We would be pleased to continue providing professional design services to the City for the Murrieta Road Bridge Project.

Understanding of the Work: Our extensive experience on Bradley Road Bridge and strong existing relationship with the City gives us the ability to continue providing professional engineering services for your projects. **We operate with a working knowledge of your staff, processes, and environment, enabling us to provide outstanding cost- and time-efficient services.** NV5 understands the nature of the City's needs and is fully committed to providing outstanding services as outlined throughout our submittal. We have demonstrated, throughout the years working with the City, that our staff is ready at a moment's notice to address any and all projects needs, and assist City staff in delivering successful projects.

Proposed Team: Our work will be performed under the direction of our **Project Manager, Darab Bouzarjomehri, PE** who has been with NV5 for 3 years, and brings 38 years of experience in design and management of large-scale public transportation facilities involving federal, state, and local government agencies. Additionally, Mr. Bouzarjomehri has worked with the City for the last two years on the Scott Road Roadway Widening project, the Bailey Park Blvd project, and Bradley Road Bridge and knows the City staff, standards, and local utility companies. He has designed, managed, and facilitated the approval of a multitude of roadway projects throughout his career.

Mr. Bouzarjomehri will be joined by a team of highly qualified professionals who have also developed strong working relationships with City staff that will allow us to seamlessly interface with you and your stakeholders, maximizing efficiency and quality. Our San Diego office will lead this contract, with additional staff utilized as needed from our other offices located throughout Southern California. Details on our proposed team can be found starting on **page 29**.

Relevant Experience: NV5 is currently providing survey and roadway design services to the City for the Bradley Road Bridge Project and the widening of 2.8 miles of Bundy Canyon and Scott Road. Having worked closely in the past two years with City staff, we understand your expectations, the environment and culture, the local utility companies, resource agencies, and the City Standards used for preparation of construction documents (PS&E). Details on our most relevant experience begins on **page 35**.

Commitment to your Success. NV5 is structured to maintain accountability by offering the best combination of strong, hands-on technical expertise and a proven project management track record to keep your project on schedule and within budget. Mr. Bouzarjomehri will be responsible for all technical aspects, budgets, scheduling, and managing our staff of engineers as well as any coordination efforts with the City.

SOQ Validity: This SOQ will remain valid for a period of at least 90 days from the date of this submittal. NV5 acknowledges receipt of Addendum #1 (10/7/2022), Addendum #2 (10/11/2022), Addendum #3 (10/21/2022) and Addendum #4 (10/24/2022).

NV5 appreciates the opportunity to highlight our capabilities to provide design services. We are confident you will find the information provided in this submission compelling. We look forward to discussing this opportunity with you in further detail. If you have any questions regarding our proposal, please contact either Mr. Bouzarjomehri at 858.385.2171 or darab.bouzarjomehri@nv5.com or Ms. Peraza at 858.927.3668 or cynthia.peraza@nv5.com.

Sincerely,
NV5, Inc.


Darab Bouzarjomehri, PE
Project Manager


Cynthia Peraza, PE
Regional Manager

15092 Avenue of Science, Suite 200 | San Diego, CA 92128 | www.nv5.com | Office: 858.385.0500

3. PROJECT APPROACH

WORK PLAN APPROACH

Our approach is to meet your project goals and objectives through clear and consistent communication with City staff, collaborative management, detailed planning, effective execution of the plan, innovative design solutions, early identification of potential risks, use of innovative technology, attention to project schedule, and resources.

The major tasks on this project consist of site survey, geotechnical analysis, hydraulics analysis, environmental analysis, public outreach, and preparation of preliminary and final roadway and bridge design plans, project specifications, cost estimate, water quality compliance, and coordination with various utility owners and the RCFC&WCD.

Knowing the full requirements and challenges of this project, **we have utilized our lessons learned from our past successful experiences designing Bradley Road Bridge**, the knowledge of our team, and our time-tested planning and management experience to develop a detailed work plan for successful management, execution, and delivery of this project. Our detailed work plan is presented below.



A. PROJECT MANAGEMENT, MEETINGS, QA/QC, AND PUBLIC OUTREACH

Task 1. Project Management and Coordination

1.1 Project Management: General management of the project and the design team during preliminary engineering, environmental, final design and construction phases of the project. This will include coordination of design activities, management of the scope, schedule and budget, timely submittal of the required deliverables at each schedule milestone. Preparation and submittal of monthly invoices and project status reports.

1.2 Coordination: General coordination with the City Project Manager regarding various aspects of the project, and when interacting with developers, utility owners and regulatory agencies, also for arrangement of presentation to City Council for prior to release of the environmental documents for public review.

Task 2. Meetings

2.1 Kickoff Meeting: After receipt of NTP, the NV5 Project Manager will schedule a kickoff off meeting with the City project management staff, stakeholders, and the design team. The purpose of this meeting is to make initial introductions, discuss responsibilities, review the scope of services, challenges, budget, schedule, design criteria, standards, and client and stakeholder expectations and requirements. This will allow for exchange of contact information and agreement on regular meeting dates.

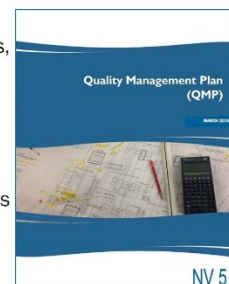
2.2 Monthly PDT Meetings: The NV5 Team will meet with the City Project Manager once a month to provide project progress report, discuss the schedule, items effecting the critical path, and other related project issues and risks. The NV5 Project Manager will prepare meeting agenda, meeting minutes, and a list of action items and will report on completed action. The NV5 Project Manager will prepare a chart for presentation at each PDT meeting with a running total of the expenditures versus completed work to track the progress of the project.

2.3 Comment Resolution Meetings: The NV5 Project Manager, project design engineer, and other technical leads (as-needed) will meet with the City Project Manager to review the comments after each milestone submittal (30%, 60%, 90% and final). The comments and agreed upon resolutions will be recorded in an excel file for use by the project team and as a record for the City.

2.4 Other Coordination Meetings: This will include meetings with utility owners, regulatory agencies, and developers (if required). The NV5 Project Manager will prepare agendas and minutes for these meetings and will submit them to all attendees in the meetings.

Task 3. Quality Assurance/Quality Control (QA/QC)

3.1 QA/QC Reviews: NV5 has a formal Quality Management Plan (QMP) to assure completeness, accuracy, and compliance with applicable regulations, codes, guidelines, and review of project constructability. All deliverable components including plans, reports, memorandums, computations, specifications, quantities, and cost estimate will be subject to NV5's QC process. NV5 designated staff and independent reviewers will conduct QC review of deliverables and discipline coordination reviews to prevent conflicts. Additionally, NV5 will review the plans for constructability. The NV5 Quality Assurance Manager will conduct a final review of the documents to assure the process was completed and is in accordance with the QMP. All documents will be certified and stamped. The subconsultants will follow the NV5 QMP process. NV5's Quality Assurance Manager will additionally conduct regular quality audits.



3. PROJECT APPROACH

All quality-controlled documents will be filed for each deliverable and will be provided to the City as required at each milestone.

Task 4. Public Outreach

NV5's approach to the public outreach strategy development is founded in the International Association for Public Participation (IAP2) framework for effective public participation planning. For this reason, Katz and Associates (K&A) emphasizes a robust assessment process at the outset of a project. This assessment process assures the most suitable outreach tools and techniques are used for various audiences.



The outreach approach includes the following five phases:

4.1 Discovery Phase: The Discovery Phase includes getting familiar with and researching each stakeholder's priorities, challenges, opportunities, risks, decision-making space, and level of anticipated involvement. This allows for a plan that is tailored to the City's unique environment and the communities that comprise it. This involves close coordination with the City's Public Information Officer, Dominique Samario, and other key City internal stakeholders throughout the entire project life cycle. This coordination begins with the project Kick-Off Meeting.

Kick-Off Meeting: At the onset of the community outreach and communications support program, Katz & Associates (K&A), will engage the project team in a strategic planning kick-off meeting to explore and identify various aspects that are essential to establishing a communications program that engages interested and affected community members, develops trust and credibility, and avoids misunderstandings through a mutual exchange of information.

4.2 Consult Phase: Having a better understanding of the nuances and realities of the project, K&A will refer to appropriate Subject Matter Experts (SMEs) and decision makers during the Consult Phase. These would include SMEs from our internal team, City staff, and select key stakeholders as directed by the City's Public Information Officer.

This is a critical step to understanding the City's lessons learned and best practices to avoid repeating the same issues. This is also a time to further clarify the level of involvement and the decision-making space of each stakeholder. While the Consult Phase overlaps all other phases throughout the entirety of the project, the key deliverable of this phase is team calls and meetings.

Team Calls and Meetings: Throughout the project, the NV5 Project Manager will coordinate with the City's Public Information Officer, relevant City staff, and its internal team of SMEs to assure a comprehensive understanding of priorities and project needs are uncovered and document to inform the eventual Public Involvement Plan.

4.3 Engagement Design Phase: The Engagement Design Phase is where our Project Manager will work with K&A to develop an appropriate Public Involvement Plan that fuses the acquired knowledge and priorities into a coherent plan that recognizes the specific needs of the status quo and lays out the reasonable and solution-oriented approach to accomplish the desired outcomes. The Engagement Design Phase's key deliverables are the Public Involvement Plan, Key Messages, Public Meeting Design, and Collateral Materials.

Public Involvement Plan: NV5's Project Manager will work with K&A to develop a Public Involvement Plan that serves to explore community values, forecast potential stakeholder and community concerns, and determine the best ways to engage them with appropriate outreach techniques. The plan will outline all public outreach activities to be conducted as part of the environmental review and design process. This will include purpose, timeline, and targeted participants for each activity. The plan will also address strategies for publicizing involvement opportunities.

Key Messages Development: Well-crafted messages can help the project team communicate effectively and consistently about the Murrieta Road Bridge Over Salt Creek Project. NV5's Project Manager will work with K&A to develop key messages to assure the project team is prepared for stakeholder communications and engagement. Key messages will be used to inform a wide variety of communication materials including presentations, notices, posters, and a fact sheet.

Public Meeting Design: NV5's Project Manager will work with K&A to design meeting and workshop formats that expand public understanding of the project's purpose and need and allow for stakeholders to provide meaningful and effective input. We will plan and execute meeting coordination, prepare the project team for interfacing with the public, and develop the necessary collateral materials to help facilitate information dissemination and public participation. The public meetings will take place at major project milestones during the environmental review and design process.

Collateral Materials: Providing early, comprehensible, and accessible project information to the public assists in establishing the City of Menifee as the direct source of project information and managing misinformation. Working

3. PROJECT APPROACH

in collaboration with the project team and City's Public Information Officer, K&A will create a fact sheet brochure and responses to anticipated stakeholder questions ("FAQs") that build awareness for the project and public involvement process and assure informed engagement.

4.4 Implementation Phase: During the Implementation Phase, the NV5 Team will be measuring the progress of the priorities laid out in the Public Involvement Plan and generate appropriate levels of reporting and engaging with key City internal stakeholders and decision makers to keep everyone informed on the progress towards the desired outcomes. This will require constant and close coordination and reporting to the City's Public Information Officer and necessary City staff. The key deliverables under this phase are the public, Council, and community outreach meetings occurring during the project's environmental review and design phase.

Public, Council, and Community Outreach Meetings: The NV5 Team, in close coordination with the City's Public Information officer and City staff, will manage and facilitate numerous public, Council, and community outreach meetings during the project's environmental review and design phases. These meetings will adhere to relevant CEQA, State, and City requirements and the projects Public Involvement Plan priorities.

4.5 Monitor & Control Phase: The NV5 Team will track and control progress during the Implementation Phase to assure desired outcomes are most likely. This phase includes having robust change controls. This is a process to log issues, propose changes, evaluate the risks and opportunities, get approval from appropriate decision makers and City staff, document both the reasons for (or for not) implementing changes, and monitoring procedures to assure desired outcomes are reached. All phases include aspects of monitoring and controlling as well as City coordination and review.



B. RECONNAISSANCE & FIELD SURVEY

Task 1. Research, Collect and Review Existing Data -

NV5 will request and obtain available improvement plans and record maps, as needed, within the limits of project. This will include information from the City, County of Riverside, and utility companies. In addition, NV5 will collect required topographic mapping for the study area from RCFCD&WCD at 200 scale with 2' contour intervals. NV5 will request and collect available existing HEC-RAS hydraulic studies from RCFCD&WCD for preparation of the Salt Creek FEMA Mapping. Other information such as traffic reports, geotechnical reports, and drainage studies will be collected, if available, and relevant to this site. The survey team will research existing boundary maps, plans, and topographic maps for the site. This task includes a site visit by a Survey Manager. The survey team will plot record maps, rights of way, and easements.

Task 2. Base Map Preparation & Field Walk

NV5 will use the as-built information received from the City, the topographic mapping from RCFCD&WCD, along with information from assessors maps, and utility as-built information received from utility companies in its preparation of the base map drawing for use in the study, and design. Information for existing utilities and related features as shown on the as-built drawings will be used. NV5 will check the content of the base map, prepared as part of this task, for consistency and accuracy against the actual visible field conditions in a level that is needed for completion of the preliminary design studies. Any missing elements found as a result of the field review will be recorded and the base map will be adjusted accordingly prior to use in the study. Survey will prepare a Base Map (EXMA) file showing the above information.

Task 3. Utility Potholing

Recognizing that the site has so many utilities, especially in the areas where the sub-structures need to be constructed, NV5 will work with a potholing contractor to determine the exact locations and elevations of these utilities prior to establishing the final location of the sub structures. NV5 proposes to use a budge that can utilized on a time and materials basis to complete this work.



B1. Topographic Survey

Task 1. Project Set Up and Meetings

Setup project and attend up to four one-hour meetings.

Task 2. Control Survey

Create a plan showing the proposed Limits of the Survey. Process the survey plan through the City review and obtain an encroachment/right-of-way permit for work in the street. Perform a Control Survey to establish horizontal and vertical control for the project. Horizontal control will be based on California Coordinate System of 1983 (CCS83), Zone 6, US Survey Feet. The vertical datum will be in terms of the North American Vertical Datum of 1988 (NAVD88).

3. PROJECT APPROACH

Task 3. Aerial Survey

Perform a topographic survey from aerial mapping. Gather topographic and planimetric data for the subject area using imagery and/or LiDAR technology. Draft planimetric data and derive elevation data for the topographic mapping.

Task 4. Topographic Survey

Perform supplemental topographic mapping from ground survey. The ground survey will collect data from areas obscured by trees, other vegetation, or other obstructions as well as gathering higher detail information for curb, gutter and sidewalks, curb returns, the existing bridge structure, above-ground utility features, utility pothole, and other features as-needed to complete the topographic mapping.

The topographic mapping from both the aerial and ground surveys will include:

1. Buildings and structures	8. Type of utility, if known or ascertainable
2. Curbs, gutters and sidewalks	9. Utility markout (by others)
3. Curb returns, include curb ramps (four corners of the ramp and adjacent roadway transition)	10. Pothole locations
4. Walls and fences	11. Invert elevations for storm drain and sewer manholes
5. Driveways	12. Landscape areas
6. Above-ground power and utility poles and wires	13. Trees over six inches (6") in diameter
7. Surface appurtenances of underground utilities	14. Sufficient survey points to prepare a contour map with 1-foot contour interval

Task 5. Topographic Map Drafting

Prepare a topographic map containing the surveyed planimetric features and creating contours for delivery to the NV5 engineering group.

Deliverables

Civil 3D 2018 CAD files for the EXMA, EXT0 and EXT0-3D of the project data.



B2. Geotechnical Investigation and Report

Task 1. Site Reconnaissance:

Prior to start of fieldwork, NV5 will review available preliminary geotechnical studies, maps and layout plans. A site reconnaissance and geologic surface mapping will be conducted by NV5 to observe existing conditions and determine proposed exploration locations. The geotechnical exploration program will be coordinated with the City to prepare the necessary encroachment, traffic control, and RCFC&WCD permit applications. NV5 understands that Riverside County boring permit(s) are not required for exploratory soil borings that will be open for less than 24 hours. NV5 has assumed that no fee permits will be issued for the City encroachment and traffic control permit. Since permit fees for the RCFC&WCD encroachment permit are unknown at this time NV5 has assumed that these fees will be paid directly by the City. Subsurface exploration locations will be physically marked with a spray paint on paved surfaces or a driven stake on ground, and Underground Service Alert (USA) will be notified so that known public or private underground utilities can be identified in the proposed exploration areas. A site-specific health and safety plan will be prepared prior to beginning our field explorations, if requested.

Task 2. Field Exploration

To investigate the geotechnical subsurface soil and groundwater conditions along the proposed bridge alignment, NV5 plans to conduct six hollow-stem auger or mud-rotary borings (one deep boring at each support location, and one shallow boring at each approach). The borings will be drilled, sampled and logged by a registered geologist/engineer of NV5 up to a maximum depth of 120 feet below ground surface at the supports and to a depth of 15 feet at the approaches. All explorations will be logged in general accordance with the requirements given in the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010 Edition, Errata August 2018). NV5 will retain the services of a traffic control subcontractor to provide traffic control in accordance with California Manual of Uniform Traffic Control Devices during field exploration for the shallower approach borings. Based on NV5's review of as-built information for underground utilities and site reconnaissance, the anticipated locations of the four (4) support borings is planned to be outside of the pathway of vehicle traffic, due to logistical challenges and utility conflicts. Therefore, NV5 has assumed that traffic control will not be required for the drilling of the four (4) support borings.

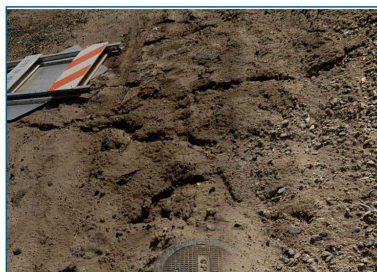
Soil samples will be collected at selected depth intervals (typically, every 5 feet) using Standard Penetration Test (SPT) samplers in accordance with ASTM D1586 and ring-lined Modified California split-barrel samplers in accordance with

3. PROJECT APPROACH

ASTM D3550. Thin-walled Shelby tube samples may be collected wherever significant soft clay/silt or organics are encountered in the borings. Bulk samples of near-surface soils and at selected depths, will also be collected from auger cuttings and placed in sealed plastic bags.

SPT drive samples will be obtained using a 2.0-inch outside diameter and 1.4-inch inside diameter split-spoon sampler without lining. The soils recovered from the SPT sampling will be stored in sealed plastic bags to preserve the natural moisture content.

Modified California drive samples will be collected with a 3.0-inch outside diameter 2.5-inch inside diameter split-barrel sampler and a 2.4-inch inside diameter cutting shoe. The sampler barrel will be with 18-inches of metal rings for sample collection and has an additional length of waste barrel. Stainless steel or brass liner rings for sample collection are 1-inch high, 2.4-inch inside diameter, and 2.5-inch outside diameter. Modified California drive samples will be retained in the metal rings and placed in sealed plastic canisters to prevent loss of moisture.



At each sampling interval, the drive samplers will be fitted onto a sampling rod, lowered to the bottom of the boring, and driven 18 inches or to refusal (refusal defined as greater than 50 blows per 6 inches) with a 140-lb free-falling hammer free from a height of 30 inches using an energy-calibrated hammer delivery system.

At the completion of the drilling and sampling the borings will be properly abandoned by backfilling the borehole with tremie placed grout. Soil cuttings and drilling fluid from rotary wash drilling techniques will be placed in 55-gallon drums and moved to a nearby storage location, approved by the City outside of the RCFC&WCD right-of-way. Grab samples of the soil cuttings and drilling fluids as Industrial Derived Waste (IDW) would be collected for environmental testing (waste profiling purposes). The drums would be stored for an estimated period of up to 30 days, before they can be accepted, transported, and properly disposed of at a licensed disposal facility. NV5 has included fees below for disposal of IDW (Task 3). Either cold-mix asphalt or rapid-set concrete will be used to cover the boring surface for borings if they are drilled on a paved ground surface. Hot patching is not included in this scope.

Task 3. Lab Testing and Drum Disposal

The encountered soils will be further examined and tested in the laboratory and classified in accordance with the Unified Soil Classification System following ASTM D2487 and D2488. Field classifications presented on the records will be modified where necessary on the basis of the laboratory test results. Geotechnical testing of sampled soil materials will be conducted in NV5's laboratories for soil classification and to evaluate engineering properties.

The testing may include in-situ moisture content and dry density, grain size analysis, Atterberg limits, expansion index, direct shear tests, corrosivity tests - pH, resistivity, soluble sulfate, and chloride content, modified Proctor compaction test, and R-value test.

NV5 has assumed that IDW will not be allowed to be spread thin at the ground surface adjacent to the exploratory boring locations. NV5 estimates that approximately eighteen (18), 55-gallon drums of soil cuttings and drilling fluid as IDW will be generated during the field activities. Appropriate environmental laboratory testing of the IDW for waste profiling and acceptance at a regulated transportation, storage, and disposal facility (TSDF) will be conducted.

Transportation and disposal of up to eighteen, 55-gallon drums of IDW, assuming non-hazardous waste is included. If the IDW is determined by environmental testing to be hazardous waste, additional laboratory and disposal costs will be required. Note that the environmental testing, waste profiling and scheduling of the pickup will take approximately 30 days. Therefore, the drums will be properly labeled and left onsite at a nearby location designated by the Client.

Task 4. Analysis, Draft Report, Log of Test Boring (LOTB), Final Report

Based on the results of the field exploration and laboratory testing programs, NV5 will perform geotechnical engineering analyses to provide geotechnical recommendations for the project. Our conclusions and recommendations will be presented in the following report:

Task 4.1 - Engineering Analyses and Draft Report Preparation

Foundation Report (FR): A Draft Foundation Report will be prepared, in general accordance with the Caltrans guidance document Foundation Reports for Bridges dated February 2017, to present the data obtained during field exploration and laboratory testing, as well as conclusions and recommendations pertaining to the following:

3. PROJECT APPROACH

- Description of existing facilities and proposed improvements, and terrain and surface drainage.
- Discussion of geotechnical settings including regional and local geology, and subsurface soil and groundwater conditions based on the results of field explorations.
- Earthquake considerations including seismic design criteria seismic hazards including ground rupture due to surface faulting, site acceleration, and potential for liquefaction, lateral spreading and seismically induced settlements.
- Soil profile type, peak ground acceleration (PGA) and acceleration response spectra (ARS) curves for seismic design in general accordance with the latest edition of Caltrans Seismic Design Criteria (SDC).
- Analysis of feasible deep foundation types, design parameters and recommendations, including axial and lateral pile capacities and recommended pile lengths.
- Design parameters and recommendations for suitable retaining wall, including static and seismic lateral earth pressures (active, passive and at-rest pressures), bearing capacities, and sliding friction parameters.
- Earthwork and grading criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations, as necessary.
- Based on measured R-values of encountered subgrade soils, hot-mix asphalt (HMA) pavement design sections will be evaluated in accordance with Caltrans Highway Design Manual and local design practice.
- Results of corrosivity tests performed in general accordance with Caltrans Corrosion Guidelines and recommendations for corrosion protection and mitigation of steel and concrete foundation elements, as necessary.

Task 4.2 – Preparation of LOTB Sheets: NV5 will prepare LOTB sheets for the proposed bridge structure in accordance with Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010 Edition, Errata August 2018). Electronic data of the Final LOTB sheets will be provided to the design team after incorporating the review comments.

Task 4.3 – Response to Comments and Finalizing Report: After comments from the 60% submittal and design plans are received from the City of Menifee, NV5 will address any comments and prepare the final 100% Foundation Report for submittal.

Deliverables

- Draft and Final Geotechnical Report
- LOTBs



C. ENVIRONMENTAL ANALYSIS (MILESTONE 2)

Dudek will apply a number of lessons learned from our understanding and experience managing bridge projects, including our **ongoing environmental services with the City and for the nearby Bradley Road Bridge Project**. NV5 Team will provide the City with a thorough level of understanding on how to guide this project through to the environmental approval milestone. Our extensive experience and expertise conducting CEQA based analysis, along with the institutional knowledge of the Optional - Caltrans/NEPA approval process will provide the City with the needed confidence that the environmental approval process will be delivered without delay. The lessons learned referenced above include a number of unique advantages to expediting the documentation and approval processes, including a clear understanding of the interplay between CEQA and the Optional NEPA based analysis. If authorized, Dudek will take advantage of our experience completing Caltrans-District 8's technical analysis across their context and content expectations, their interpretation of resources sensitivities, and the communication preferences of reviewers across each of the Caltrans technical disciplines as our environmental services advance. The relevant technical disciplines where lessons learned will be incorporated, where appropriate, include air quality (construction emissions calculations and Executive Order B-30-15), noise, biological resources, and reporting (species presence, density, age, and impact sensitivity), cultural resources (historic, archaeological, and Native American consultation expectations), and hazardous materials.

It is assumed that all project-related environmental effects can be mitigated to a level of less than significant impact, and thus, an Initial Study/Mitigated Negative Declaration (IS/MND) would be the appropriate and defensible level of CEQA documentation for the Project.

Below is the general scope of work which incorporates the lessons learned into the work effort.



3. PROJECT APPROACH

C1. Technical Studies

Where necessary, additional clarifications are provided for the scope elements.

Task 1 Air Quality and Greenhouse Gas Assessment

Task 2 Biological Resource Study (Literature Review, Site Reconnaissance Survey, Results)

This scope of work assumes that similar to the Bradley Road Bridge Project, the entire Salt Creek floodplain will be under the joint jurisdiction of the United States Army Corps of Engineer (USACE), Riverside Water Quality Control Board (RWQCB), and California Department of Fish & Wildlife (CDFW) consisting of a wide floodplain with a narrow low flow “active” channel that conveys smaller rain events beneath the road crossing. The results of the delineation will be included in the Biological Resources Letter Report only. This scope of work does not include the preparation of a standalone Aquatic Resources Delineation Report.

Cultural Resource Assessment (Record Search/Archival Research, Native American Coordination, Cultural Resource Survey, Cultural Resource Technical Report

Task 3 Noise Study

Task 4 Aesthetic Analysis

Task 5 Transportation Assessment

NV5 will prepare the project’s transportation assessment per the CEQA Assessment – Vehicle Miles Traveled (VMT) Analysis requirements in the City’s Transportation Impact Analysis (TIA) Guidelines (January 2022). The VMT analysis will also be prepared consistent with guidance from the City’s Circulation Element, the Western Riverside Council of Governments (WRCOG) Implementation Pathway Study, and the Governor’s Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impact in CEQA (December 2018).

Deliverables

- Draft and Final Transportation section of environmental document (electronic copies)

Task 6 Hazard Analysis

Deliverables

- Hazards and Hazardous Materials analysis included in the MND (electronic copy, draft and final)

Task 7 Noise and Vibration Technical Report

Deliverables

- Draft and Final Noise and Vibration Technical Report (electronic submittal)

Task 8 Cultural and Historical Resources Assessment Report

The scope of this work includes; Project Understanding, Area of Potential Effects Map, Native American Coordination, Coordination with Consulting Parties, Archaeological Survey Report (ASR), and Historic Property Survey Report (HPSR).

Deliverables

- Draft and Final APE Map, ASR and HPSR (electronic submittal)

This scope and associated estimated cost for Native American Coordination does not include attendance of Dudek staff at any virtual or in-person meetings on behalf of Caltrans.

Task 9 Section 4(f) – Temporary Occupancy Memorandum

Dudek will work with the City and NV5 to develop a complete description of and detouring plan for the Salt Creek Trail. Using the detailed description, Dudek will analyze the temporary effects and prepare a technical memorandum documenting the temporary occupancy. Consistent with the need for agreement from the agency with jurisdiction over the trail, Dudek will also work with the following agencies and representatives to coordinate their involvement and approval of the temporary occupancy.

- Riverside County Parks Department – Kyla Brown, General Manager and Cathy Wampler, Project Manager
- Riverside County Transportation Department – Hector Davila, Senior Engineer Deliverables



3. PROJECT APPROACH

Task 10 Natural Environmental Study - Minimal Impacts (NES-MI)

An NES-MI is the appropriate document to characterize the project's impacts to biological resources.

Deliverables

- Draft and Final NES-MI report (electronic submittal)

Task 11 Visual Impact Assessment Technical Memorandum

Deliverables

- Draft and Final Visual Impact Assessment – Technical Memorandum (electronic submittal)

Task 12 Project Coordination, Management, and Meetings

C2. Initial Study/Mitigated Negative Declaration (IS/MND)

Dudek will prepare a CEQA Initial Study (IS) that incorporates the results of the technical analyses and other assessments of topics reflecting Appendix G of the State CEQA Guidelines. The IS will identify topics where there are no impacts, with a brief explanation of why, and identify where impacts are less than significant or less than significant with mitigation, with more detailed discussion of existing conditions and impact conditions provided for these categories. Dudek assumes the results of the IS will indicate that an MND is the appropriate form of CEQA documentation. Dudek will prepare an MND that presents an appropriately detailed project description, regional and local project location maps, site plans and drawings of the proposed project, a discussion of the project's environmental setting, and brief analysis of potential environmental impacts. The IS and MND will be a combined document. The impact discussion will incorporate conclusions of the studies and previously prepared technical studies if applicable. The MND will describe mitigation needed to reduce impacts to less-than significant levels.

Responses to Comments and Final MND

Dudek assumes that the City will compile public comments on the Draft MND that were received during the public review period and provide them to Dudek. Dudek will prepare draft responses to the comments, provide the draft responses to the City for review, and then revise the responses based on one round of review by the City. Our cost estimate assumes that the City receives no more than 15 substantive comments during the public review period (note that a comment letter may contain more than one comment), requiring an estimated 25 labor hours by a Dudek analyst.

Dudek will make necessary revisions to the MND based on comments received and/or other information identified during the public review period and will prepare a draft of the Final MND, along with a mitigation monitoring and reporting program (MMRP) that summarizes the project's mitigation requirements. Dudek will provide a review draft of the Final MND and MMRP for submittal to NV5 and City, will revise the documents based on one round of review from NV5 and City, and will provide a final version of the Final MND and MMRP to the City.

C3. Project Management

This includes internal team coordination and meetings, up to five coordination meetings/formal conference calls with NV5 and the City for status updates and other coordination purposes, and attendance by the Dudek project manager and one technical specialist at up to three community meetings, the public hearing, and City council meeting. This task also includes time for the Dudek project manager to manage the team, coordinate with the City, and prepare monthly invoices.

C4. Determination of Biologically Superior Preservation Report

Dudek understands that the proposed project will have unavoidable impacts to riparian/riverine resources under the Western Riverside County MSHCP; therefore, a Determination of Biologically Equivalent or Superior Preservation (DBESP) report must be prepared prior to project implementation. Dudek will coordinate with the City regarding mitigation opportunities for the project. The proposed mitigation will be reviewed for compliance with the requirements of the MSHCP and recommendations provided if adjustments are needed. Dudek will prepare a DBESP Report summarizing the impacts to riparian/riverine habitat and proposed mitigation. In accordance with MSHCP requirements, the following information will be provided in the DBESP report: the impacts to riparian/riverine habitat and proposed mitigation. I

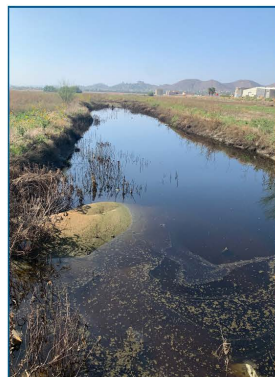
Deliverables

- A draft DBESP report will be provided electronically to the City in Microsoft Word for one round of review and comment. Dudek will also respond to one round of review by the resource agencies and will coordinate with the City and the resource agencies for approval of the document.

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C5. Wetland Regulatory Permitting Services

Wetlands regulatory permits are needed to authorize project impacts to waters of the United States and state under the joint jurisdiction of the USACE, RWQCB, and CDFW. The permit application preparation and processing will be conducted concurrently; however, each agency has different reporting requirements and evaluation criteria to be addressed during the process. The cost estimate provided below includes the assumption that permit applications will be prepared within three months of approval of the contract and permits will be issued within 9 months of submittal to the agencies, for a total work period of 12 months. The timing referenced above could change depending on the timing of the CEQA document as the RWQCB and CDFW applications both need to be timed around the City's adoption of the MND. During the permit processing period, Dudek will coordinate with the wetlands regulatory agencies including attending up to two (2) virtual project meetings with any combination of regulatory agencies and/or project team members to facilitate application review and processing. Coordination during this process may include telephone, email, and/or written correspondence. This scope of work includes up to 325 hours of application preparation and agency coordination time. If the permit process requires additional time, an amended scope of work and cost estimate would be provided.



Task 5.1 Section 404 Nationwide Permit 12 and 14: Under this task, Dudek will prepare a stacked pre-construction notification for verification under Nationwide Permits 12 and 14 to address the proposed bridge construction and the relocation of existing utilities needed to facilitate this work.

Task 5.2 Section 401 Water Quality Certification Application: In the State of California, the State Water Resources Control Board and local RWQCBs are responsible for implementing Section 401 of the federal Clean Water Act. Discharges into waters of the state are regulated under Section 401 of the federal Clean Water Act. Further, the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State, herein referred to as the Procedures, state that "all waters of the United States are also 'waters of the state.'" The Procedures also provide clarification on the state's definition of a wetland. In accordance with the Procedures, Dudek will prepare, file, and process an application for an Individual Section 401 Water Quality Certification with the Santa Ana RWQCB. As part of the application process, applicants are required to file a pre-application filing meeting request with the RWQCB at least 30 days prior to application submittal. During this 30-day period, the RWQCB may request an office or field meeting to review the project in more detail or they may reach out with preliminary questions or concerns they have that should be resolved to the greatest extent feasible prior to the application submittal. This is due to the fact that under the "Clean Water Act Section 401 Certification Rule" (Rule), administered by the Environmental Protection Agency on September 11, 2020, the RWQCB is now required to take action within 90 days from receipt of a formal application. The overall intent of the Rule is to streamline agency review of applications and improve efficiencies in the application review and processing. However, while the Rule does allow time extensions, the RWQCB must provide a written request to the USACE requesting a time extension and the USACE may or may not grant it. In this region, for projects subject to a Nationwide Permit the USACE typically requires the RWQCB to act within the 90-day time period.

Dudek will prepare and file electronically on behalf of the City the required pre-application filing request letter, which is typically no more than 5–10 pages in length. Dudek will then complete and submit the required application form along with the technical documents needed to accompany the application.

Based on Dudek's preliminary review of the impact footprint and site resources, the project's aquatic resource impacts are expected to exceed 0.2 acre (includes both permanent and temporary combined). Therefore, the project meets the requirements of a Tier 3 evaluation, as defined in the State's Procedures. Under this task Dudek will prepare a Tier 3 alternatives analysis with coordination and technical support provided by NV5, the City and other members of the design team, as necessary. Dudek will work closely with the project team to identify a reasonable range of alternatives to evaluate. We assume that alternatives are limited given the nature and location of the project. Therefore, we assume no more than four alternatives will be evaluated including the current preferred project, the "No Project" alternative, the "No Federal Action" alternative, and one additional onsite bridge/road configuration.

Task 5.3 Section 1602 Lake and Streambed Alteration Agreement Application: Dudek will submit to CDFW a notification for a Section 1602 Streambed Alteration Agreement through CDFW's Environmental Permit Information Management System (EPIMS) online permitting portal.

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C6 Optional Tasks

Dudek has identified the optional tasks that may be required depending on the results of the biological resources assessment and depending on how much waters mitigation is needed; a burrowing owl focused survey and an evaluation of off-site mitigation opportunities in the watershed. A cost estimate is provided for these tasks; however, if it is determined there is need for one or more of the Optional Tasks to be implemented, Dudek will refine the scope and cost estimate based on additional project information and results of tasks described in this scope of work.

Task 6.1 Focused Burrowing Owl Focused Surveys

Task 6.2 Mitigation Opportunity Evaluation

Task 6.3 Construction Health Risk Assessment

Task 6.4 Roadway Health Risk Assessment

Task 6.5 NEPA Preliminary Environmental Study (PES) / Categorical Exclusion (CatEx)

Deliverables

- Draft and Final PES Form (electronic submittal)
- Draft and Final CatEx and Continuation Sheets (electronic submittal)

This scope of work assumes two full-review cycles by the City and Caltrans and one final review cycle.

Dudek assumes these reviews will be performed concurrently by the City and Caltrans and any potential conflicts in City and Caltrans comments will be identified and resolved in consultation with NV5 and the City and prior to resubmittal by Dudek.

Task 6.6 Initial Site Assessment (ISA)

Deliverables

- Draft and Final ISA (electronic submittal)



D. UTILITY COORDINATION

NV5 has reviewed the site, conducted utility research, and has discovered that this site has many underground utilities such as sewer, water, brackish and recycled water owned by EMWD, natural gas line that is owned by SoCal Gas, overhead electrical transmission lines with large metal poles owned by Southern California Edison (SCE), and local cable and phone companies. NV5 is aware that this project will require extensive coordination with the noted utility companies due to conflicts, relocation and adjustment of some of their facilities to grade within the footprint of this project. As part of this task NV5 will:

- Prepare a comprehensive site map with all existing and proposed utilities, and conflict points clearly identified. This map will be used for coordination and potential relocation efforts with the utility companies.
- Prepare an initial verification letter to the utility owners, for the City's signature on the City letterhead, and will send it to each utility owner along with the utility map. NV5 will coordinate with each owner for review of the conflict point, to start the process of utility relocation. This shall include additional required submittals, and preparation and submittal of applications. All fees required by the utility owners will be paid by the City.
- Conduct coordination meetings with the utility owners throughout this process. Additionally, NV5 will prepare a utility matrix for utility relocation to keep track of the meetings, submittals, reviews and resolutions for relocations and/or agreements. This matrix will be shared with the City Project Manager throughout the project. As part of the coordination, NV5 will work with work with Utility Owners, for inclusion of future pipelines and facilities.
- Prepare a preliminary plan including the points of connections for the electrical components such as lighting, traffic and pedestrian crossing signals. NV5 will submit this plan to SCE for their comments, and other specific information needed for design of these facilities.
- NV5 will prepare and submit the required applications to SCE to begin coordination and line extension design to proposed points of connections with electrical meter. NV5 will obtain electrical service point for each service equipment



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enclosure to be installed and any requirements that SCE has for the provision service. As part of meeting SCE requirements as appropriate, NV5 will notify the City on the requirements that are beyond the scope of services such as applications for service, etc.

- NV5 will submit a set of final plans to each affected utility company with final notification stating that planned utility relocations are to be performed prior to start of roadway and bridge construction. Depending on the terms of agreement with the City, they may be required to submit their relocation plans to be included into the bid package.
- NV5 will provide a written summary of utility coordination status, along with the utility matrix upon delivery of final construction contract documents to the City.



E. PERMITTING

It is our understanding that City and RCFC&WCD permits are required for this project. NV5, as a liaison, will assist the City in preparation of permit applications from RCFC&WCD. NV5 will also serve a liaison between the City and other concerned agencies. Other required permits that are identified under the environmental scope of work will be obtained by NV5 as part of that scope.



F. CONSTRUCTION DOCUMENTS

F.1- Preliminary Engineering - 30% Plans (Milestone 1)

Task 1. Hydraulic and Alternative Drainage Design

NV5 will conduct hydraulic analysis for a reach in Salt Creek near the Murrieta Bridge crossing. The objectives of this hydraulic analysis include: (1) calculating the water surface elevation (WSEL) at the bridge crossing to assist in the determination of bridge elevation, (2) estimating the bridge scour depth to assist in scour countermeasure recommendations to protect the piers and abutments from the 100-year storm event, and (3) evaluating the hydraulic impact of the bridge on Salt Creek, based on which a No-Rise Certification or FEMA Conditional Letter of Map Revision (CLOMR) will be developed. This hydraulic analysis will be conducted based on guidelines of Caltrans, FEMA, and RCFC&WCD.

NV5 will review Flood Control records and FEMA Effective Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) reports to obtain the flow discharge and the Base Flood Elevation at the project site. The flow discharges listed in the FEMA FIS will be used in the hydraulic analysis. NV5 will acquire and review FEMA Current Effective Model for Salt Creek and will develop a Duplicated Effective Model (HEC-RAS) if necessary. NV5 will then develop an Existing Conditions Model (HEC-RAS) for the reach of Salt Creek near the bridge crossing based on the data collected in the topographic survey. The results of the HEC-RAS analysis of the existing conditions will be used to establish existing flood plain limits. The results will also be reviewed and will be used to investigate the drainage conditions, constraints, and needs for the alternative drainage designs.

NV5 will conduct a drainage study for the area that is near the Murrieta Road and the Salt Creek crossing and that frequently experiences flooding during heavy rains. This drainage study will follow the RCFC&WCD Hydrology Manual and analyze the 100-year storm event and conforms to City requirements. This drainage study will calculate surface runoff flow and determine the storm drain sizes.



Task 2. Traffic Study

A traffic study will be developed to evaluate the existing and future year traffic scenarios with and without the project. As part of this effort, NV5 will be responsible for developing a traffic study that adheres to the most recent version of the City's Traffic Impact Analysis Guidelines. The traffic study will include a discussion of project consistency related to the City's General Plan and other relevant documentation. The traffic study will include level of service capacity analysis, safety, and queuing assessment based on the project's design. The analysis will reflect the proper layout and configuration of turn pockets for a conservative assessment of intersection and roadway operation. As part of this task, traffic data will be collected for the existing condition scenario. A growth rate will be applied to existing volumes to forecast growth



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in the project area and reflect future conditions. Information for projects currently in development or planned will be requested and included in the analyses.

Task 3. Conceptual Design (Alternatives)

NV5 performed a conceptual design study for the Bradley Road Bridge project. This was presented to the City Council on June 4, 2014. The lessons learned, RCFC&WCD preferences, and City selections have not changed from the alternatives studied from Douglas Road. NV5 will capitalize on that experience to consider alternative bridge types / designs that meet the criteria learned and only present a limited number of alternative designs that span the creek as preferred by the previous work. Benefits of cast-in-place versus precast options will be discussed, along with preliminary cost comparisons.

Task 4. 30% Roadway Plan

NV5 will prepare a set of 30% roadway drawings including the plan and profile sheet for the limits of the project. These drawings will be included in a set of 30% drawings for submittal to the City. The design of the approach roadway widening will follow City standards. The vertical and horizontal alignments of the proposed roadway including the bridge/the section over the Salt Creek will be designed so it meets the 100-year flood limits and scouring analysis as specified by RCFC&WCD. Profile for the roadway will be prepared per the flood control required free board and conveyance of a 100-year storm event flood flows through the bridge. Caltrans geometric design standards will be used in preparation of alignment and profile of the roadway. The 30% roadway drawings will include a title sheet, key map, and roadway layout plan and profile. These drawings will be combined with bridge, traffic, optional landscape plans and a rendering of the site with the proposed bridge prior to submittal. The plans will be prepared in AutoCAD Civil 3D 2020 with 1" = 20' for plan views, 1" = 20' horizontal and 1" = 5' and 1" = 10' vertical for the profiles, all other details will be prepared in 1" = 10' or as needed. The roadway plans will include sheets for the design of the trail and two access (maintenance) ramps to Salt Creek per RCFC&WCD standards.

Task 5. 30% Bridge Plan

The 30% plans will include an updated General Plan for the selected bridge alternative. The General Plan presents the typical section of the selected superstructure type, the elevation view presenting the span configuration and lengths, and the plan view depicting abutment and pier locations relative to the creek, banks, utilities, and roadway design. The vertical profile of the bridge is presented based on the 30% roadway plans. Known utility facilities will be incorporated, including utilities to be carried by the new bridge structure. See General Bridge Plan on Page 15.

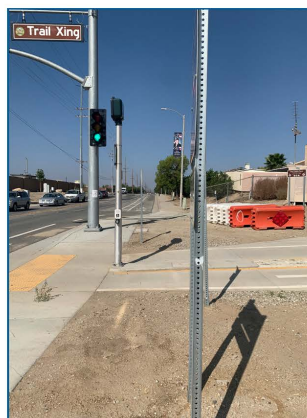
Task 6. 30% Striping Plan

With input from the traffic study and City, the NV5 traffic engineering team will develop the concept (30%) striping plans. The 30% striping plans will incorporate the lane geometry that best fits the new 4-lane bridge and adjacent roadway widening. The striping will tie into the striping associated with the proposed traffic signal improvements at the intersection of Murrieta Road and Camino Del Sol Sur to the north and Park City Ave intersection to the south. The 30% striping plans will also incorporate all striping associated with the signalized trail crossing.

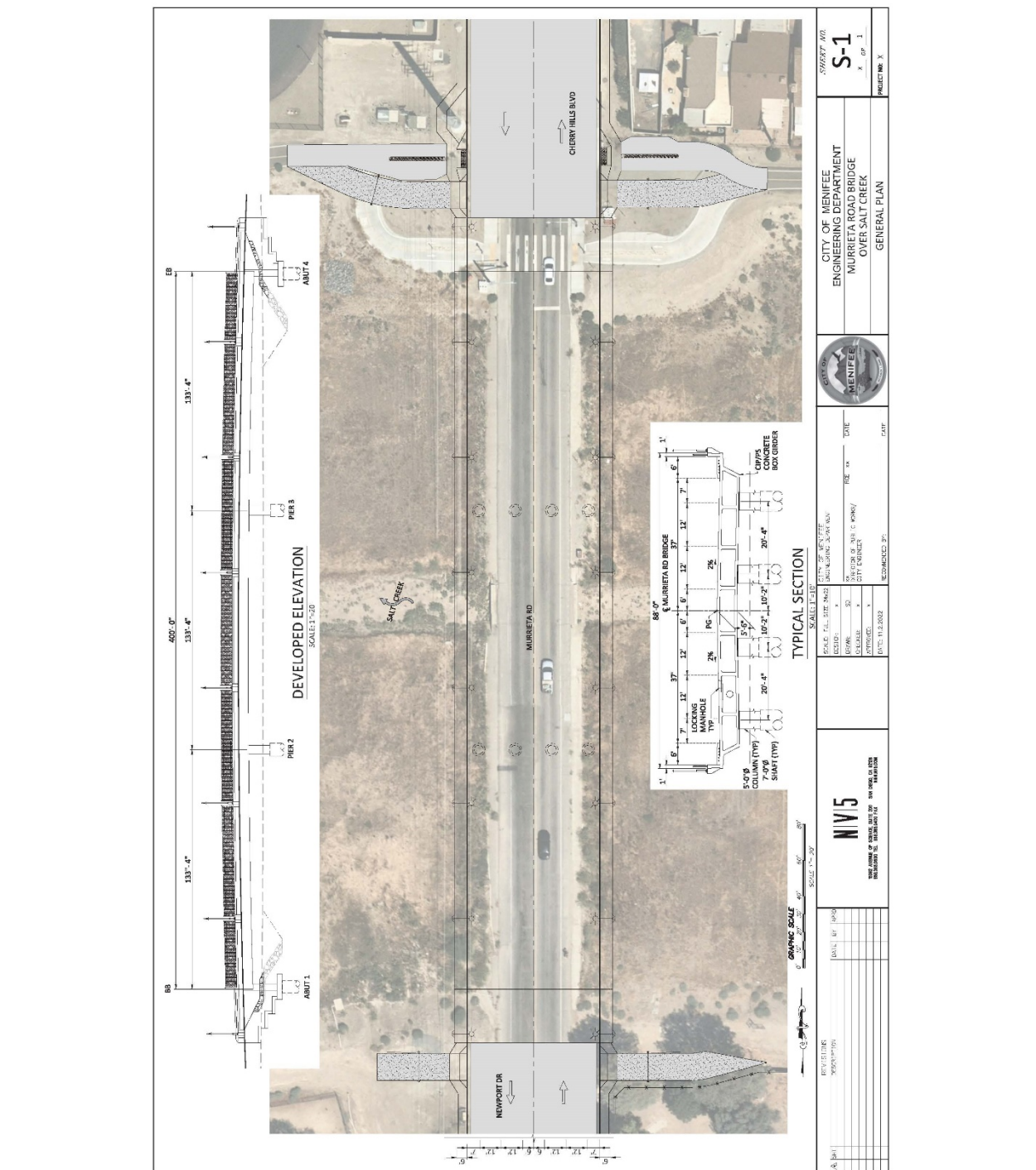
Our 30% striping plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software. Our plans will include all new signs and striping, pavement markings, pavement legends, sign and striping removals. At the project limits to the north and/or south, we will reference in existing striping based on topographic information and field review.

Task 7. 30% Landscape Concept Plan (Optional)

During 30% design, Lynn Capouya, Inc. (LCI) will perform field investigation, review site issues, coordinate with the project team for evaluate the needs, right-of-way, site information, utilities, exchange of base map, etc. The landscape subconsultant will then prepare an optional 30% drawing at a scale of 1" = 20'. This drawing will consist of a color-rendered illustrative 30% Conceptual Landscape Plan including tree, shrub and ground cover areas.



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Task 8. Rendering

If requested by the City, NV5 can prepare a three dimensional rendering of the new bridge structure for use in presentations and reports. Aesthetic features, such as rails and lighting, can be incorporated with optional color schemes to help the City with selection.



Task 9. QA/QC Reviews

NV5 and LCI will perform QA/QC reviews of the deliverable per the NV5 Quality Management Plan (QMP). Quality Assurance Manager will review and certify that the QC was performed in accordance to the QMP. Certified documents will be submitted as part of the deliverables.

30% Design Deliverables

- 30% Design Drawings (Roadway Layout, Bridge General Plan/Profile/X-section, striping)
- 30% Landscape Concept Exhibits/Colored Rendering
- Draft Hydrology Report
- Traffic Study
- Draft Geotechnical Report, LOTBs
- QA/QC Plan
- QA/QC certification documents
- Rendering

F.2 – Final Engineering - 60% PS&E

The NV5 Team will review the 30% design comments and meet with the City for a comment resolution meeting. 30% design review comments will be addressed and incorporated into the 60% design documents. NV5 will continuously communicate and coordinate with the City and stakeholder throughout the 60% design phase to keep them abreast of the progress, and for any necessary decisions. The 60% plans will include drawings for Civil, Bridge, Drainage, Water Quality, Erosion Control, Traffic Signals, Traffic Signing and Striping, Street Lighting, Traffic Control Plan, Landscape Planting and Irrigation. The preliminary drainage and geotechnical reports will be updated. NV5 will advance the hydraulic design to 60% design level. NV5 will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Transportation Water Quality Management Plan (WQMP). The 60% design drawings will be prepared per the requirements of the RFP.



Task 1. Design Drawings

These drawings will include plans from multiple disciplines as listed below:

Civil Plans		
1.1 Title Sheet	1.7 Street Improvement Plans (Plan and Profile Sheets)	1.11 Wall Details
1.2 Key Map and Typical Sections	1.8 Trail Improvement Plans (Plan and Profile Sheets)	1.12 ADA Ramp Details
1.3 General and Specific Notes	1.9 Access Plan	1.13 Civil Details
1.4 Horizontal and Vertical Control	1.10 Grading and Wall Plans	1.14 Erosion Control Plans and Notes
1.5 Demolition Plans		1.15 Cross Section Sheets Every 25'
1.6 Utility Plan		
Bridge Plans		
1.16 Bridge General Plan	1.21 Abutment Details	1.25 Girder Layouts
1.17 Index to Plans	1.22 Pier Layout	1.26 Deck and Soffit Reinforcement
1.18 Deck Contours Plan	1.23 Pier Details	1.27 Log of Test Boring 1
1.19 Foundation Plans	1.24 Typical Section	1.28 Log of Test Boring 2
1.20 Abutment Layouts		
Drainage Plans		
1.29 Drainage Plan and Profile	1.30 Storm Drain Details	1.31 Water Quality Details

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Traffic		
1.32 Traffic Signal Plans	1.34 Street Lighting Plan	1.36 Construction Phasing Plan
1.33 Traffic Signing and Striping	1.35 Traffic Control Plans	
Landscape (Optional)		
1.37 Planting Plans	1.38 Irrigation Plans	

Task 2. Water Quality (SWPPP and Post Development WQMP)

2.1 SWPPP: A SWPPP will be required for this project since the project will disturb more than one acre of soil. The SWPPP is required under the State's General Construction Permit for Stormwater Discharges, Order No. 2009-009-DWQ (CGP) that is regulated by the State Water Resources Control Board. The City will be required to obtain coverage under the CGP by filing a Notice of Intent (NOI) online and obtaining a Waste Discharge Identification Number (WDID#) and NV5 can assist with that process.

NV5 will prepare a SWPPP for the project based on the current CGP. The SWPPP will be prepared by a Qualified SWPPP Developer and will follow the California Storm Water Quality Association (CASQA) template as a basis for preparing the SWPPP. The SWPPP text will include information on potential pollutants from the site as well as sampling and monitoring requirements during construction. The SWPPP will include Water Pollution Control Plans (WPCPs) that will document all Best Management Practices (BMPs) to be installed prior to the start of construction. BMPs will typically include fiber rolls, storm drain inlet protection, silt fencing, slope stabilization, etc. The WPCPs will depict only a snapshot of the required BMPs at the start of construction. It will be the Qualified SWPPP Practitioner's (QSP's) responsibility to update the WPCPs as construction progresses in order to maintain compliance. We will use the project grading plans as base maps for preparation of our WPCPs. Our fee includes time to respond to one round of comments from the City. NV5 will transmit all documents in PDF format to the City and can work with the City to upload the necessary documents to the SMARTS website.



2.2 WQMP: Due to the amount of impervious area that is being added for the project, this project will be required to include post-construction best management practices (BMPs) for water quality treatment. A WQMP will be prepared for the project using the Riverside County Transportation WQMP template. The WQMP will document any site design, source control, and treatment BMP options for this project to the maximum extent practicable and be closely coordinated with the drainage design to make sure that the impervious area runoff can be routed to any proposed BMPs. The Design Handbook for Low Impact Development Best Management Practices (LIDBMPs) (RCFC&WCD) and Low Impact Development Guidance: Standards for Transportation Projects for the Santa Ana Region Riverside County Co-Permittees will be used in selecting and documenting any BMPs for the project. Low Impact Design BMPs such as bioretention swales/basins will be considered first for treatment BMP options and will be carefully evaluated with the native soil infiltration capabilities and area/volume required. If LID BMPs are not possible, NV5 will evaluate proprietary biofiltration units, such as Bioclean's Modular Wetland System for water quality treatment at discharge points. NV5's Transportation WQMP will be prepared by a licensed civil engineer and will include the following items:

- Exhibits that show all drainage management areas and the location of any proposed treatment control BMPs.
- BMP Sizing Calculations
- Operation and Maintenance information for any proposed BMPs
- Details/specifications for any proposed BMPs/proprietary devices.

All post-construction BMPs will be closely coordinated with our design team and will be checked against the design plans for consistency on call-outs and information provided. We have included time to respond to comments at the 60% and final review stages.

Task 3. Outline Specifications

The NV5 Team will prepare a Draft Outlined Technical Specifications per requirements specified in the RFP for submittal to the City and stakeholders for their review and comments. The Draft Outlined Technical Specifications will be prepared in Microsoft Word per the City's approved format. (It is assumed City will provide the model boiler plate and a sample special provision in Word format). As part of this task, NV5 will prepare a preliminary bid schedule for City and stakeholders review.

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Task 4. Preliminary Quantities and Opinion of Probable Construction Cost

NV5 will use the pay items identified in the preliminary bid schedule to prepare quantities and the Preliminary Opinion of Probable Construction Cost. NV5 will use Caltrans pay item unit costs for preparation of this.

Task 5. Updated Schedule

NV5 will prepare and submit an update schedule.

Task 6. QA/QC Reviews

NV5 will conduct QA/QC reviewed of the deliverables per NV5 established QMP. QA/QC reviews will be certified by the QA Manager.

60% Design Deliverables (Continued):

- 60% Design Drawings (civil, bridge, drainage, water quality, signal, lighting, signing & striping and landscape planting and irrigation plans, and cross sections @ 25' interval)
- 60% Outlined Specification
- 60% Quantities and Opinion of Probable Construction Cost
- Final Drainage Report
- Final Geotechnical Report, Draft SWPPP, Draft WQMP
- An Updated Schedule
- QA/QC certification document
- Public Outreach Exhibits
- Environmental Update

The 60% design package will be submitted to the City and the project stakeholders for their review and comments.

F.3 – Final Engineering (90% PS&E)

Upon receipt of 60% design comments from the City and stakeholders, the NV5 Project Manager will review and meet with the City Project Manager for a comment resolution meeting. NV5 will address and update plans and design documents accordingly. The drawings will be advanced to the 90% design level by adding additional details, notes and other pertinent and required information. Quantities and cost estimate will be updated, and the drainage and geotechnical reports will be finalized. The plan sheets listed below will be updated and included in the 90% design drawings.

Task 1. Design Drawings

Civil Plans		
1.1 Title Sheet	1.7 Street Improvement Plans (Plan and Profile Sheets)	1.11 Wall Details
1.2 Key Map and Typical Sections	1.8 Trail Improvement Plans (Plan and Profile Sheets)	1.12 ADA Ramp Details
1.3 General and Specific Notes	1.9 Access Plan	1.13 Civil Details
1.4 Horizontal and Vertical Control	1.10 Grading and Wall Plans	1.14 Erosion Control Plans and Notes
1.5 Demolition Plans		1.15 Cross Section Sheets Every 25'
1.6 Utility Plan		
Bridge Plans		
1.16 Index to Plans	1.22 Pier Details	1.28 Structure Approach
1.17 Deck Contours Plan	1.23 Typical Section	1.29 Structure Approach Drainage
1.18 Foundation Plans	1.24 Girder Layouts	1.30 Architectural Treatment Details
1.19 Abutment Layouts	1.25 Deck and Soffit Reinforcement	1.31 Log of Test Boring 1
1.20 Abutment Details	1.26 Joint Seal Assembly	1.32 Log of Test Boring 2
1.21 Pier Layout	1.27 Miscellaneous Details	
Drainage Plans		
1.33 Drainage Plan and profile	1.34 Storm Drain Details	1.35 Water Quality Details
Traffic		
1.36 Traffic Signal Plans	1.38 Street Lighting Plan	1.39 Traffic Control Plans
1.37 Traffic Signing and Striping		

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Landscape (Optional)

1.40 Planting Plans

1.41 Irrigation Plans

Utility relocation plans, prepared by utility companies, will be added to the 90% Design plans.

Task 2. SWPPP and Transportation WQMP

NV5 will finalize the SWPPP and Transportation WQMP.

Task 3. Technical Special Provision

NV5 will prepare a 90% Technical Special Provisions for submittal to the City and stakeholders for their review and comments. The Technical Special Provisions will be prepared in Microsoft Word format, Per "Greenbook" Standard Specifications, latest edition, and Caltrans Standard Special Provisions.

Task 4. Quantities and Opinion of Probable Construction Cost

NV5 will update 90% Quantities and Opinion of Probable Construction Cost using Caltrans unit costs.

Task 5. Updated Schedule

NV5 will prepare an updated schedule.

90% Design Deliverables

- 90% Design Drawings (civil, bridge, drainage, signal, lighting, signing & striping, traffic control, landscape planting and irrigation, and cross sections @ 25' interval, utility relocation plans prepared by utility company)
- 90% Specification (Technical Special Provisions)
- 90% Quantities and Opinion of Probable Construction Cost
- 90% Drainage Report
- 90% Geotechnical Report
- SWPPP and Transportation WQMP
- An Updated Schedule
- QA/QC certification documents
- Environmental Documents
- Public Outreach Documents and Fact Sheet

The 90% design package will be submitted to the City and stakeholders for their final review and comments.

F.4 – Final Engineering (Final PS&E) Milestone 3

Upon completion of review, and receipt of 90% design comments from the City and the stakeholders, NV5 will incorporate 90% comments and prepare the Final PS&E bid package and submit it to the City for advertisement.

Final PS&E Deliverables

- Final Signed and Stamped Mylar Plans (24"x36")
- Final Signed and Stamped Specifications and Bid Schedule,
- Final Signed and Stamped Quantities and Opinion of Probable Construction Cost
- Final Drainage Report
- Final Geotechnical Report
- Final SWPPP
- Final Transportation WQMP
- Final Environmental Permit Package
- Public Outreach Documents
- Permits (All required permits)

With exception of the plans all other documents will be provided in electronic format (PDF).



G. CONSTRUCTION BIDDING PHASE

Task 1. Pre-bid and Bid Support

NV5 Project Manager will assist the City in response to contractors questions, and preparation of addendum after pre-bid meeting for issue to contractors by the City prior to bidding. Final decisions will be made by the City. Any issue that is not addressed in a form of an addendum will be covered as a change order in the construction phase after the award of the construction contract.

3. PROJECT APPROACH



H. CONSTRUCTION SUPPORT PHASE

NV5 and subconsultants will provide engineering services during construction of the project. Such services will include attending the preconstruction meeting, reviewing the construction contractor's technical submittals, and responding to technical questions and requests for information.

Task 1. Project Management During Construction

NV5 will manage services such that the Construction Support Services are completed within the not-to-exceed fee limit and in accordance with the Schedule for performance. NV5 will:

1. Manage efforts of NV5 and subconsultants' staff;
2. Coordinate its work with the City and its Construction Management Consultant, regarding the scheduling of meetings, attendance, site observations, and deliverables;
3. Monitor and manage its expenditures, schedule, and progress, including maintaining an efficient, effective document tracking system for requests for information, and submittals; and
4. Provide Monthly Progress Reports of NV5's activities. Monthly Progress Reports will include the following:
 - a. An assessment of actual versus planned progress in completing the work, including a description of the tasks, and deliverables completed to date;
 - b. For each task, the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - c. A summary of proposed change to the Scope of Services, if required, including justifications for such changes;
 - d. Any changes in NV5's key staff or subconsultants.

Deliverables

- Monthly Progress Reports

Task 2. Meetings and Site Visits

1. Attend the preconstruction conference. NV5 will respond to technical questions from the Contractor or the City, as requested by the City.
2. Attend progress and other meetings as requested by City, coordination meetings and telephone conference calls with the City's construction Contractor, City, and other parties as determined by City, in order to discuss and coordinate the construction progress, resolve technical issues, concerns, and related activities.
3. Perform site visits as requested by the City or determined necessary by NV5.

Deliverables

- Written responses to issues raised as required for documentation.
- Attendance at meetings and/or conference calls as required to respond to and bring up issues.

Task 3. Submittal Review

1. NV5 will review the submittals provided by the contractor as required in the construction Contract Documents prepared by NV5. The submittals will be reviewed for conformance with the design.
2. NV5 will review, respond and return all contractor submittals and re-submittals as promptly as possible, but in no case shall contractor submittals be returned later than ten working days from receipt of the contractor's submittals by City, unless otherwise agreed between NV5 and City.
3. NV5 will notify City of any submittal review comment that could result in a Change Order. If NV5 makes notes on the Contractor's Submittal that constitutes a change to the requirements of the Contract Documents, we will immediately notify the City in writing of the potential need to issue a Change Order request.

Deliverables

- Memoranda in PDF or Microsoft Word presenting NV5's evaluation of submittals.
- Written notification via email of potential change orders due to submittal review comments by NV5.

3. PROJECT APPROACH

Task 4. Requests for Information (RFI)

1. NV5 will respond to requests for information received from the City when a contractor's inquiry is related to NV5's project design or an issue having the potential to impact the Project design, and cannot be readily answered from the construction contract.
2. NV5 will respond to the City's requests for evaluation of proposed substitutions and "or equal" proposals of equipment, materials or methods, and minor design changes.
3. NV5 will render written decisions within seven calendar days unless otherwise agreed between NV5 and the City. NV5 must notify City immediately if more time is required to respond to RFIs.
4. NV5 will evaluate whether the contractor's request creates any change or potential change to the contract documents, or if the NV5's response to an RFI appears to have the potential to impact the construction schedule or cost, or result in a change to the requirements of the Contract Documents. The City will be promptly notified if any of these conditions exist.

Deliverables

- Memoranda in PDF or Microsoft Word presenting NV5's responses to RFIs.

Task 5. Construction Change Order Assistance

NV5 will support the City with potential change orders, change orders, and related activities. The origination of the change orders may come from the City or the contractor.

As requested by the City, NV5 will be required on an as-needed basis to design, write, or review change order documentation. Anticipated NV5 assignments may include: research and respond back to City whether work proposed by its construction contractor warrants the need for a change order and whether it should be considered as extra work; review of design calculations and intent; review of cost estimates.

Deliverables

- Change order documentation including signed and stamped drawings and specifications, and cost opinions.
- Review comments on City Project Manager's analyses of potential change orders.

Task 6. Engineer-of-Record's Project Record Drawings

Record Drawings are necessary to accurately depict changes resulting from field conditions, design changes, Project scope changes, or other causes since the initial Construction Contract Drawings (or bid set) were adopted by the City Council and in accordance with the conformed documents prepared by NV5, if any.

1. At the completion of the project, NV5 and subconsultants will prepare Engineer-of-Record's Project Record Drawings based on Resident Engineer red lines as accepted by City's Project Manager during project construction. Files will be delivered in AutoCAD format. Each document file will be accompanied by a metadata text file, including the date of the file, the company name, contract information, and the name of the technician who prepared the document. Such changes may be the result of information that was approved in RFIs, change orders, or field memoranda written.
2. The final Engineer-of-Record's Project Record Drawings (one set) will be submitted to City Project Manager within 15 working days of the City Project Manager's issuance of Project Notice of Completion and Acceptance of Contractor's work.

Deliverables

- Final Engineer-of-Record's Project Record Drawings that include changes recommended by Resident Engineer and accepted by City Project Manager – one full-size copy and one set provided in electronic format with Adobe PDF and CADD files of these drawings.

Other Direct Expenses (ODCs) Travel and mileage, lodging, meals, and other task costs are considered as other direct expenses. An estimated ODC budget for each discipline is provided as part of the fee.

3. PROJECT APPROACH

ASSUMPTIONS AND EXCLUSIONS



Geotechnical

NV5 will prepare and submit the necessary encroachment, traffic control, and RCFC&WCD permit applications. NV5 has assumed that no fee permits will be issued for the City of Menifee encroachment and traffic control permit. Since permit fees for the RCFC&WCD encroachment permit are unknown at this time NV5 has assumed that these fees will be paid directly by the City. Other permits or coordination with other agencies are not included in this scope and fee.

1. NV5 assumes that Riverside County boring permit(s) are not required for exploratory soil borings that will be open for less than 24 hours.
2. Boring markout and underground utility clearance can be performed in one day under a single mobilization. If additional mobilizations are required due to access restrictions or other reasons beyond NV5's control, additional charges will apply.
3. Assumes bridge will be a 3-span with two abutments and two bent locations, with four deep borings at each support and two shallow borings at the approaches.
4. All borings can be completed in a single mobilization in a total of 6 consecutive days.
5. Deeper borings at the piers and abutments are anticipated to be performed in the roadway right-of-way but off the pavement and within the Salt Creek area due to utility conflicts. Traffic control will only be utilized at the shallow approach borings, and completed in one day under a single mobilization.
6. Field exploration work will be performed during the daytime hours without restrictions on weekdays (Monday to Friday).
7. Borings will disturb the ground in the area around the boring locations and in the path of travel to and from the borings with a truck-mounted hollow stem auger drill rig. Clean up is general in nature and does not include the restoration of crops or vegetation.
8. Boreholes will be properly backfilled with cement-bentonite grout and capped with soil cuttings. Boring located in paved areas will be patched with rapid-set concrete or cold patch asphalt to match the existing surface conditions. Saw-cutting, coring, and Hot-mix-asphalt (HMA) patching is not included.
9. Drums of soil cuttings (IDW) can be stored nearby at a site designated by the City for temporary storage for approximately 30 days, prior to off-site disposal.
10. Environmental sampling and testing of soil and groundwater are not included. If suspect hazardous materials are encountered during the field activities, the drilling will be stopped so as not to generate potentially hazardous waste and the project team will be immediately notified.



Survey

1. Anything not specifically included in the above scope of work is excluded.
2. This proposal excludes utility markout and potholing. Arrangements for utility markout and potholing to be done by others.
3. Research and plotting of underground utilities from record data is excluded from this proposal. Only surface indications and markout locations of underground utilities will be shown.
4. Since the number and location of potential potholes is not known at this time, this proposal excludes providing survey for pothole locations.
5. Existing centerline or property line monumentation will be surveyed sufficient to enable determination of the existing street right-of-way. This proposal assumes that sufficient monumentation from record maps can be recovered to allow for right-of-way mapping. Adjacent property lines will be depicted based on record data.
6. NV5 understands that the existing street right-of-way for Murrieta Road is adequate for the project. This survey scope excludes right-of-way acquisition support.
7. Setting of monuments, filing of a Record of Survey map or Corner Records is excluded from this proposal. The setting or resetting of monuments after construction is excluded.
8. Based on the final improvement design, some monuments may be threatened by the new construction. Monument preservation and corner records are not included in this proposal but can be provided as requested separately.
9. Trees less than six inches in diameter will not be included.
10. The fees for this proposal are based on Prevailing Wage in accordance with state and local ordinances.

3. PROJECT APPROACH



Water Quality

The following services are excluded from our water quality scope tasks:

1. Water quality testing and inspections
2. QSP services, including Annual Reporting and Notice of Termination preparation
3. Post-Construction BMP Inspections/Verifications
4. Preparation of any maintenance agreement for post-construction BMPs
5. Water Quality Construction Support Services
6. NOI or Annual fees for SWPPP
7. SWPPP amendments based on changes during construction
8. Preparation of any Caltrans SWPPP documents



Environmental

1. Project construction plans (including base topo) and impact areas (e.g., temporary, and permanent construction footprint) showing the proposed bridge piers, abutments, gas line relocation area, and all other project components will be provided to Dudek by the City, or their designee, in Microstation, AutoCAD, or GIS format.
2. Dudek will be provided a detailed, complete project description that includes a discussion of the construction methods, materials, equipment needed to facilitate construction, and an impact estimate (in cubic yards) of the permanent impacts within Salt Creek.
3. The City will provide Dudek with the anticipated construction schedule for construction of the Murrieta Road Bridge (start and end year) and the total work term including the start and end dates (in month/day format) and number of working days.
4. It is assumed that City will remain listed as the sole applicant for the project and that the RCFCDD or SoCal Gas Co. will not be identified in the resource agency permit applications as co-applicants. Any deviations to this approach may require additional coordination which would incur a change in scope.
5. It is assumed that the hydraulic design of the bridge is a “no rise” of surface water elevation and that the FEMA CLOMR and LOMR will be provided to the City by NV5.
6. Copies of previous environmental site assessment and investigation reports (e.g., Phase I ESAs, Phase II investigations, soil/soil vapor sampling reports, remediation plans) for the site will be provided, as applicable.
7. There is access to the site and the site reconnaissance for the ISA will be conducted for the project location in one day.
8. Components that are required as part of the ASTM standard for Phase I ESAs but not included in the ISA given the nature of the project site are Sanborn Fire Insurance maps, City Directory listings, environmental lien searches, interviews with property owners and/or managers, and in-person review of local regulatory agency files.
9. Dudek assumes that deliverables will be transmitted electronically.
10. Dudek assumes one concurrent full review cycle and one clean-up/final review of the Draft ISA by the City and Caltrans.
11. The current project design will not include changes that would modify the horizontal or vertical profiles beyond the already identified changes associated with the project.
12. Dudek assumes no more than two rounds of concurrent review and comments with the City/Caltrans will be required on the ASR and HPSR.
13. Dudek assumes Caltrans will concur with the assessment and level of visual documentation required.
14. Dudek assumes no more than two rounds of concurrent review and comments with the City/Caltrans will be required.
15. Dudek will perform field review in one day.
16. Data needs will be provided by NV5 and/or the City as needed to support the environmental services.
17. Intersection improvements would not involve any physical expansion or capacity increasing features and no improvements outside of the public ROW are proposed.
18. Intersection improvements would not involve excavation beyond already disturbed soils.
19. No official field review with Caltrans (LAPM Chapter 7) will be required.
20. Focused surveys for special-status plant and wildlife species are not included in this scope of work.
21. Project design plans/construction drawings will be provided to Dudek by NV5 in GIS format, either in CAD or as an ESRI shapefile, for incorporation into the figure set for the NES-MI.

3. PROJECT APPROACH



Construction Support Phase

1. All meetings will be conducted at the Contractor's construction trailer, Project site, or at City office.
2. Construction progress meetings are generally conducted on a weekly basis during the construction season.
3. NV5 will attend 24 meetings (once every week during the construction season is assumed). An additional four conference call coordination meetings and four agency (for example, City and/or Valley Water or City of East Palo Alto, or Caltrans) meetings are assumed.
4. NV5 will attend one project meeting/conference call during construction prior to installation of landscape items, including irrigation and planting.
5. NV5 will make up to 10 site visits during construction of the bridge, including pile installation to confirm the placement is as per the specifications and geotechnical report recommendations. Each of these site visits are expected to be at a minimum of 4 hours per day for 10 days.
6. Attendance at meetings and any follow-up reports to meetings beyond the limits specified in the Deliverables below will be considered Supplemental Services and require additional fee.
7. NV5 will review and respond up to 20 submittals.
8. Review of submittals in addition to the estimated number stated herein will be considered Supplemental Services and require additional fee.
9. NV5 will review and respond to up to 25 RFIs.
10. Review of RFIs in addition to the estimated number stated herein will be considered Supplemental Services and require additional fee.
11. Approximately ten new plan sheets will be prepared, signed and stamped by NV5. NV5 will also label all remaining sheets not requiring revisions to assure all sheets accurately reflect Project Record Drawings.
12. Preparation of Record Drawings in addition to the estimated quantity stated herein will be considered Supplemental Services and require additional fee

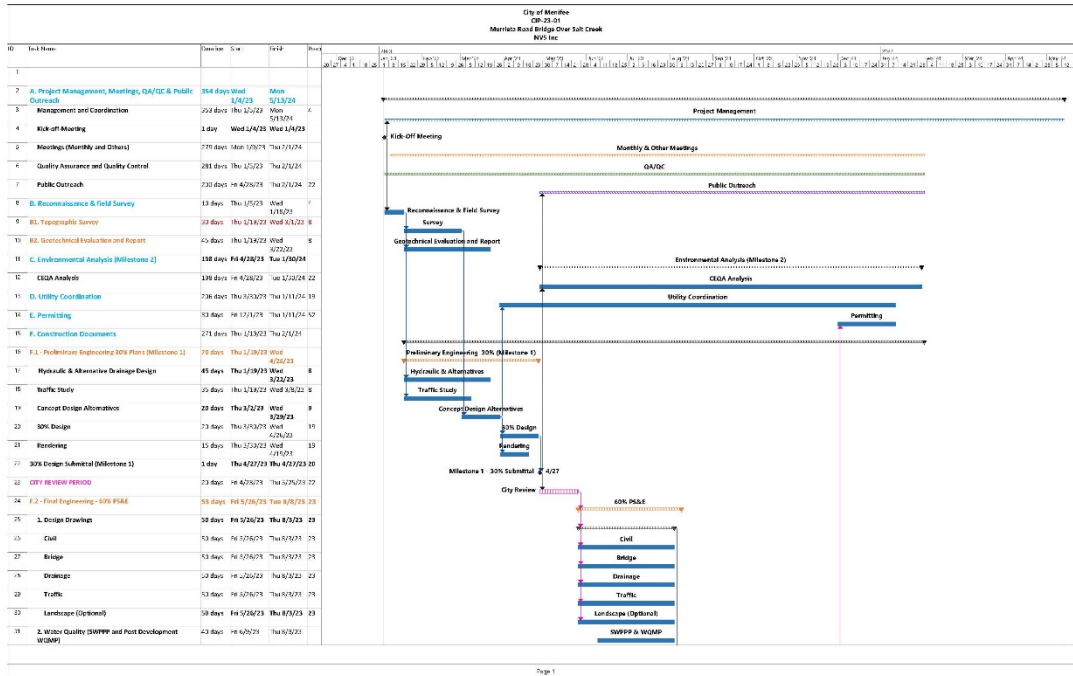


Site photo of Murietta Road

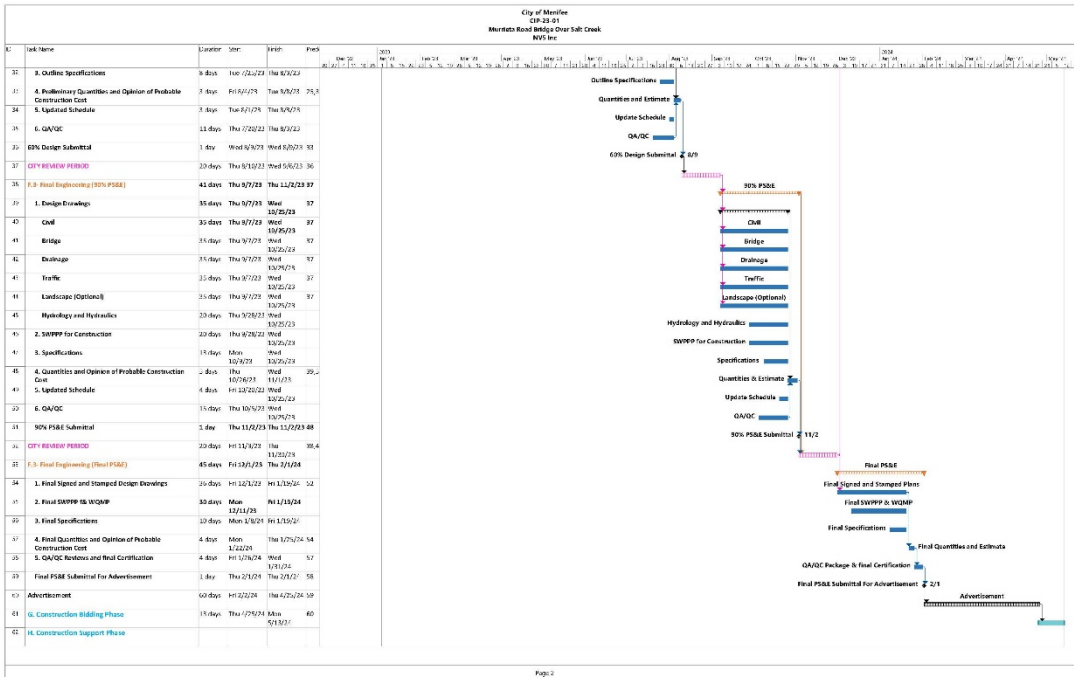


Site photo of Salt Creek Trail

SCHEDULE



SCHEDULE



City of Menifee
 Attachment A-cost Proposal
 CP 23-01
 Maricopa Flood Bridge Over Salt Creek
 RFP No. 23-03-3
 NVS Inc.
 January 4, 2023

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Rates and Hours																		Total Cost (\$)		Subconsultant Cost		Total Cost (\$)															
Project Management				Field Survey				Damage/Hydrology/Hydraulics/Water Quality				Geotechnical				Civil/Roadway				Bridge Design				Traffic Engineering				Utility Coordination				Total Hours		Total Cost (\$)		Subconsultant Cost	
Project Manager		Project Manager		Survey Manager		Assistant Survey Manager		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment		Threat Assessment					
Change Associate	Project Manager	Change Associate	Project Manager	Survey Manager	Assistant Survey Manager	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment	Threat Assessment						
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B1. Topographic Survey																																					
B2. Geotechnical Evaluation and Report																																					
C. Environmental Analysis (Milestone 2)																																					
D. Utility Coordination																																					
E. Permitting																																					
F. Final Engineering - 10% PS&E																																					

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