

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### CIP 23-12 MENIFEE ROAD WIDENING PROJECT (PROFESSIONAL ENVIRONMENTAL & CIVIL 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 **PARSONS**, a California S-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 **July 19, 2023** and shall end on **June 30, 2025** 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 **NINE HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED TEN DOLLARS AND ZERO CENTS (\$974,310.00)** 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 23-12 MENIFEE ROAD WIDENING PROJECT (PROFESSIONAL ENVIRONMENTAL & CIVIL 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 Rick McAlpin, Vice President ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.



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

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

PARSONS  
Attn: Rick McAlpin, Vice President  
3200 East Guasti Road, Suite 200  
Ontario, CA 91761

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

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Luke Qu, Associate Engineer

with a copy to:

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

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

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

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

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

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

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

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

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

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

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

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

[Signatures on Following Page]

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

**CITY OF MENIFEE**

**CONSULTANT**

\_\_\_\_\_  
Armando G. Villa, City Manager

\_\_\_\_\_  
Rick McAlpin, President

Attest:

\_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

\_\_\_\_\_  
Gregory Gharib, Senior Program Director

Approved as to Form:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services shall include CIP 23-12 Menifee Road Widening Project (Professional Environmental & Civil Design Services) in the amount not to exceed **NINE HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED TEN DOLLARS AND ZERO CENTS (\$974,310.00)** as further detailed in the following page(s).

## SECTION 3

# DETAILED WORK PLAN & TENTATIVE PROJECT SCHEDULE

Work plans are an essential component of every Parsons project – no project can be delivered successfully without a project-specific work plan. Matt Brash, our Project Manager, has a proven management philosophy that focuses on two key principles: developing a comprehensive work plan at the start of the project and employing project control methods defined in the work plan. These two principles will allow Matt to drive the project through preliminary engineering, approval of the environmental document, acquisition of the 6 properties, utility relocations, final design, and design support during construction.

The following work plan is ordered based on the Request for Proposals (RFP) Scope and includes our understanding of each task along with our approach to deliver each task on schedule, within budget, and with high quality. Below is an overview of each section:

- **Task A - Project Management:** As Project Manager, Matt will implement project control measures, quality control procedures, and communicate effectively with the City and stakeholders to ensure the environmental and design phases are delivered in 18 months or less.
- **Task B - Reconnaissance and Field Surveys:** We conducted a review of the existing conditions to support the preparation of this proposal and identified several key items that need to be accounted for in the preliminary engineering and environmental document. As a first order of work we will perform field surveys, coordinate with utilities, and perform additional analysis to ensure any impacts are adequately captured in the environmental technical studies.
- **Task C - Environmental Analysis:** Our environmental team has identified several key challenges along with solutions related to impacts to biological resources, NEPA involvement, and VMT. Impacts are anticipated at the box culvert north of Wickerd Road as shown in **FIGURE 3-1** and the low lying area between Eagle Road and Scott Road on the east side of Menifee Road. Based on these potential impacts and involvement by the US Army Corps of Engineers, the project may need to be in compliance with NEPA.



**FIGURE 3-1: BOX CULVERT NORTH OF WICKERD ROAD**

Parsons has worked extensively with USACE and will identify preliminary impacts early and determine the required documentation by USACE. Often time this is a memorandum to amend the CEQA technical studies to provide additional information required by NEPA. The project is located within the Western Riverside County Multiple Species Habitat Conservation Plan Area. Narrows Endemic plant species (NEPS) *Allium munzi* blooms March to May. The surveys for this species should be performed this season to avoid delays. Parsons currently has an As-Needed Professional Engineering Services contract with the City and can provide this assessment.

- **Task D - Utility Coordination:** Our team has a thorough understanding of the utility relocation process and will engage all utilities early in the project. We understand the relocation process for Southern California Edison Overhead Poles having recently done this on multiple projects including the SR-71/SR-91 Interchange Project.
- **Task E/F - Right of Way Engineering/Acquisition:** Based on the conceptual drawing provided, we have identified 6 parcels that will require partial acquisition and temporary construction easements. We will prepare a right of way requirements map and ensure all project needs including Southern California Edison are accounted for.
- **Task G - Permitting:** The biological resource impacts discussed in Part D will likely require a Section 401 Water Quality Certification from the RWQCB, a Section 404 Nationwide Permit 6 from USACE, and Section 1602 Streambed Alteration from CDFW. We will obtain these permits following environmental approval.
- **Task H - Construction Documents:** After obtaining field survey we will obtain prepare a geometrical approval drawing. Following review by the City, we will provide a project footprint to be used for the Environmental Document. We will also prepare a Preliminary Engineering Submittal that will provide additional engineering information to support the preparation of the environmental document.
- **Task I/J - Construction Bidding/Support Phase:** Having provided support for over \$350 million of transportation projects over the last 5 years, our team understand that timely reviews of RFIs and contractor submittals are key during this phase.

## Task A - Project Management

Our approach to project administration and management is based on Project Management Institute (PMI) best practices. It involves solid project management principles by conducting thorough assessments of all known requirements. We document these issues in the work plan. Once complete, we recognize that the value is in the process of planning. This approach assures that contingencies, changes, unknowns, or other circumstances allow flexibility to address the changing project environment. To emphasize these points, the Parsons project administration and management process recognizes the critical balance among preparation, planning, delivery, control, system acceptance, and operations and maintenance in the project life cycle. Parsons will develop and use a detailed work plan. We will not manage against a one-dimensional view based on elements simply stated in the Work Breakdown Structure. Our process is much more sophisticated, efficient, and simple to use. It recognizes change as a normal condition and eliminates “not possible” from our vocabulary.

### Cost Effectiveness

The following are the keys to success for ensuring cost effectiveness:

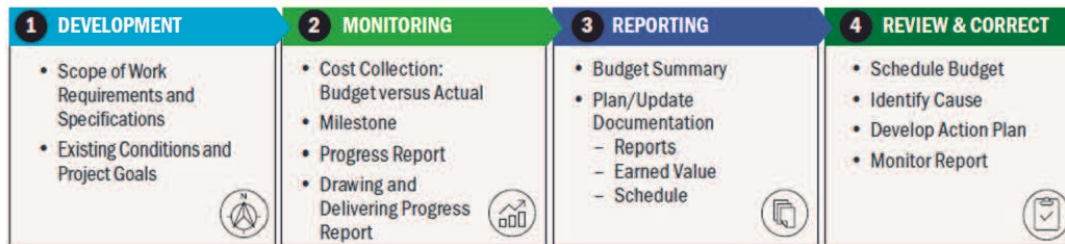
**Cost Estimating (three ways):** Matt believes strongly in looking at costs in three different ways:

- **Top-down:** Apply historic costs per square or linear foot to the project elements. This is a surprisingly accurate test of whether something is wrong in your estimate.
- **Bottoms-up (Engineers Estimate):** This is the traditional engineers estimate style. Using historic unit prices and the detailed quantities developed by the engineering team.
- **Bottoms-up (Contractor Style):** This is a full-blown estimate that has complete consideration for context and considers space available, time available, type of equipment (and associated production rates), material pricing, and availability. This style estimate will be developed in HCSS hard bid, which is the tool used by most contractors.

**Accountability:** We will prepare a cost-memo during the preliminary engineer and final design submittal. The memo will document what changed on the cost estimate from each submittal, as well as an explanation of why that change occurred. This level of accountability and understanding should provide the City with reassurance that these estimates are as good as reasonably possible.

**Cost Control:** The Parsons approach to project delivery, as shown in **FIGURE 3-2**, will ensure the project is delivered successfully within schedule and budget. The goal of cost control processes at Parsons is to meet all project requirements as efficiently as possible while ensuring the project is completed on time and within cost.

**FIGURE 3-2: PARSONS' APPROACH TO QUALITY, BUDGET, AND SCHEDULE CONTROL**



**Project Controls:** Parsons will plan the work, monitor and report progress, spotlight potential problems, and recommend mid-course corrections to keep the project on track. Parsons will use our well-established Common Forecast Tool (CFT), which will help focus on the critical needs of the project and provide timely, accurate, and comprehensive information to support decision making.



## Section 3 – Detailed Work Plan & Tentative Project Schedule

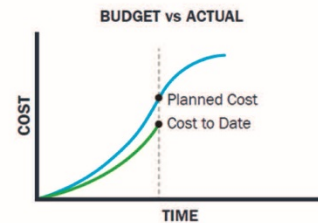
**Earned Value Management:** As shown in **FIGURE 3-3**, Parsons will apply Earned Value Management (EVM) as the primary means of monitoring project progress and forecasting performance, integrating scope, schedule, and cost. The early detection and correction of performance-related problems is one of the major benefits of EVM. Variance identification and analysis aids in isolating causes of deviation from the plan and allows the mitigation process to minimize overall impact.

### Quality

Parsons is ISO 9001 certified which is an internationally recognized quality control (QC) program in the engineering industry. Implementing a comprehensive quality assurance (QA) and QC process is critical to the success of the project. Our team, including subconsultants, will follow our project specific Quality Management Plan (QMP) process that will compile Parson's applicable QA/QC policies and procedures into one document. The procedure includes checking documents to ensure requirements are met and design flaws are eliminated, as well as drafting, typographic, computation, and translation errors are eliminated. These procedures verify the final documents will conform to all requirements, sound engineering practices, and professional standards. Parsons QC Manager, Scott Neff, will review and sign off on all draft and final plan documents submitted to the City.

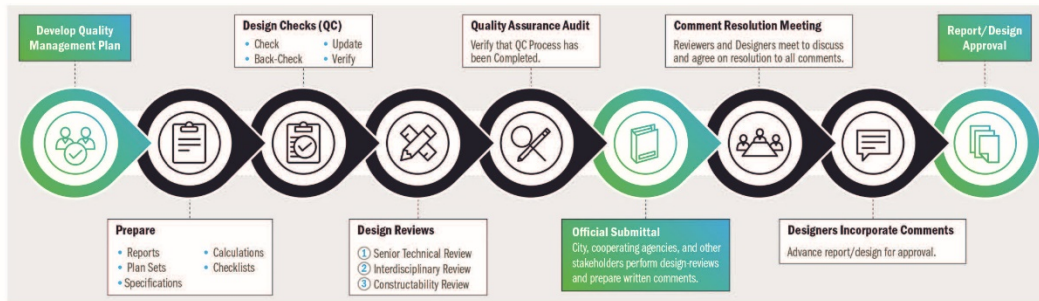
We will develop a QMP tailored specifically for the project to ensure all project team members and subconsultants meet internal, as well as external, requirements. The quality program, as shown in **FIGURE 3-4**, is implemented for all our projects. Each project undergoes "quality audits" by our internal auditors to ensure quality and maintain ISO 9001 standards. A key to successfully implementing our QA/QC procedures is to include the time in our project delivery schedule.

**FIGURE 3-3: EARNED VALUE MANAGEMENT**



Every Parsons project undergoes monthly reviews to ensure the project is on schedule, meeting deadlines, and within cost.

**FIGURE 3-4: PARSONS' THOROUGH QA/QC PROCESS**



### Communication and Coordination

When considering our goal of providing an innovative team of local experts that will serve as an integrated member of the City staff, we must acknowledge that success depends on effective communication. The Parsons Team understands the importance of effective communication as it relates to overall deliverables. Below are several types of communication and coordination we anticipate to complete this project:

- **Project Kick-Off Meeting:** A project kickoff meeting will be held to establish the project specific goals and requirements.
- **Monthly Project Team Meetings:** We will conduct monthly meetings with City staff, utility agencies, developers, stakeholders, and other regulatory agencies.
- **Impromptu Meetings:** Several impromptu meetings will be held as necessary when an issue arises throughout environmental approval, final design, and construction.

“Matt’s professional and refined approach make his work more valuable to clients and he also has a great way of keeping everyone updated on the project status and on any changes.”

– Noemi Aquino, Project Manager, Port of San Diego

### Section 3 – Detailed Work Plan & Tentative Project Schedule

- **Internal Team Meetings:** We will conduct weekly status meetings with our internal team to disseminate project information and coordinate various disciplines.
- **Community Outreach and Council Meetings:** We will hold 3 public outreach meetings throughout the project development and a meeting with City Council prior to the release of the environmental document.

Prior to every meeting we will send out an agenda, exhibits, schedule, deliverable status matrix, and action item log. Clear and concise exhibits allow the meeting attendees to fully discuss, understand, and resolve discussion items. Deliverable status matrices summarize the complex project schedule in an easy to review 1-page summary. The matrix includes status of the deliverable including the submittal due dates, review timeline, comment due date, and steps to obtain approval. Following meetings, our team will include meeting minutes and action items.

## Task B – Reconnaissance and Field Surveys

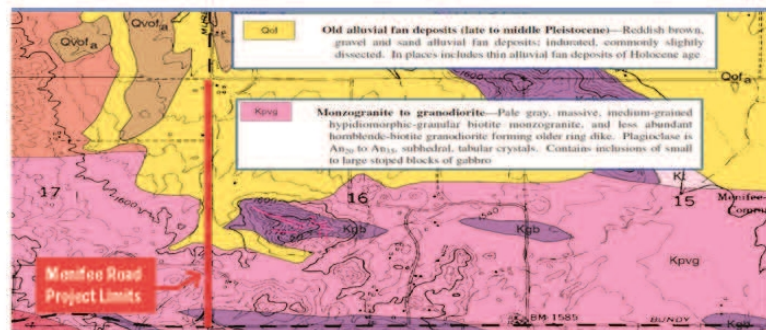
### Topographic Mapping and Field Reconnaissance

Our team includes Dennis Janda, Inc to provide land surveying services. Dennis Janda has been working with the City to provide surveying services for the City since 2010 through as-needed contracts. He will utilize his experience of the area to efficiently provide field survey to support the design. Knowing the exact location of utilities is critical to identifying conflicts. We will survey as a first order of work to fully identify the project footprint to support our environmental approval.

### Geotechnical Evaluation and Report

Group Delta will perform the geotechnical borings and analysis to support the analysis of the existing pavement, new structural sections, retaining wall north of Garbani Road. The site geology is underlain by Monzogranite to Granodiorite granitic rock (Kpvg) in the southern to central portion, and relatively thin old (late to middle Pleistocene) sandy alluvial fan deposits (Qofa) overlying Kpvg or similar rock in the central and northern portion of the project. There are two published USGS sites within the project limits. We have analyzed the Vs30 from those sites and it is between 500 m/s and 565 m/s. This correlates to a PGA of 0.49 which is below the threshold of 0.6 for utilized standard plan retaining walls.

**FIGURE 3-5: EXISTING GEOLOGIC CONDITIONS WITHIN PROJECT SITE**



### Understanding Existing Conditions

We have a history of delivering complex multidisciplinary projects involving a variety of challenges. It starts with an understanding of the existing conditions and how they will affect implementing the proposed improvements. **FIGURE 3-6** and **FIGURE 3-7** includes several items we have identified as part of a field visit that we performed as part of preparing this proposal. We will perform a full field reconnaissance after kick-off, utilize field survey, coordinate with utility agencies, stakeholders, and the City to incorporate these items into the preliminary engineering and the environmental approval.



## Section 3 – Detailed Work Plan & Tentative Project Schedule

FIGURE 3-6

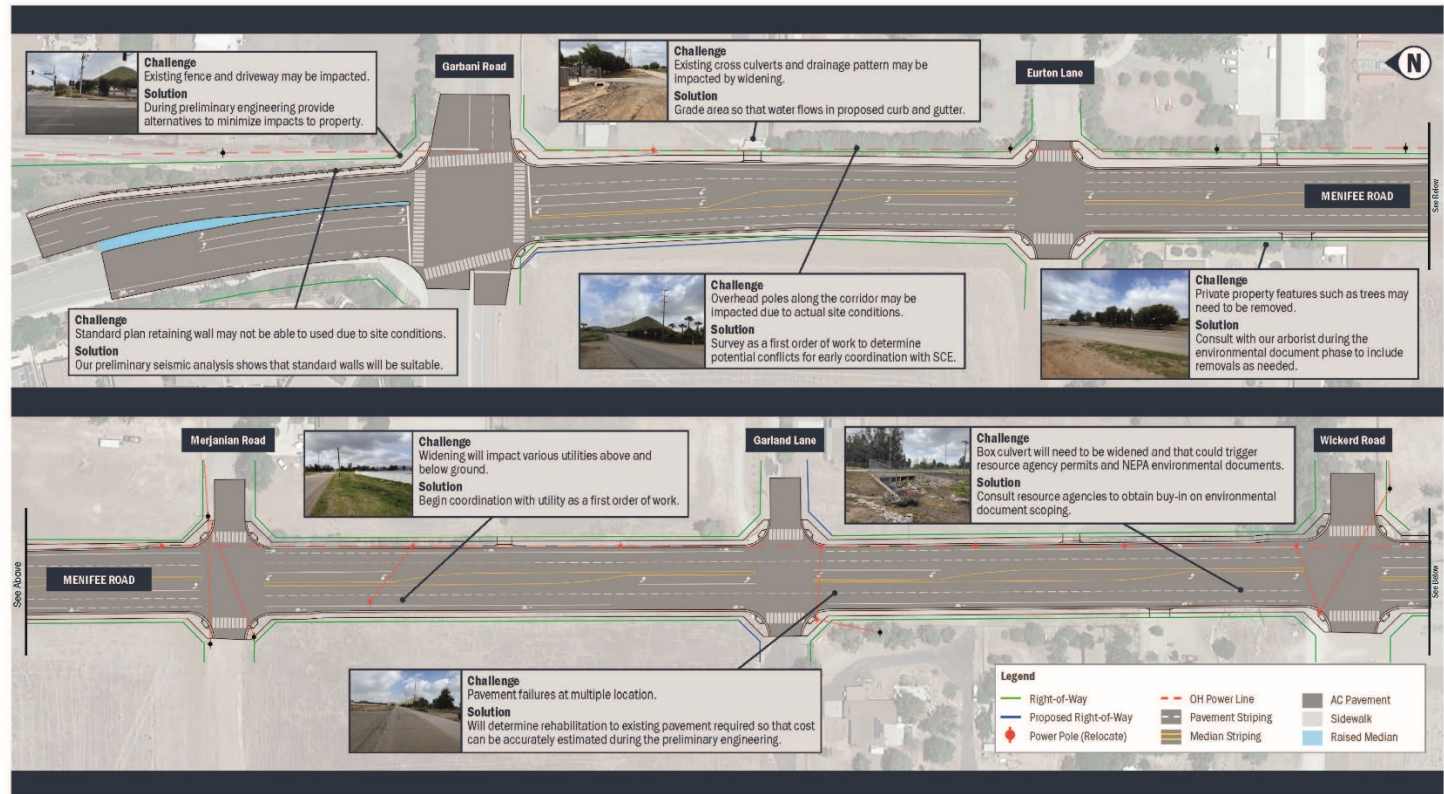
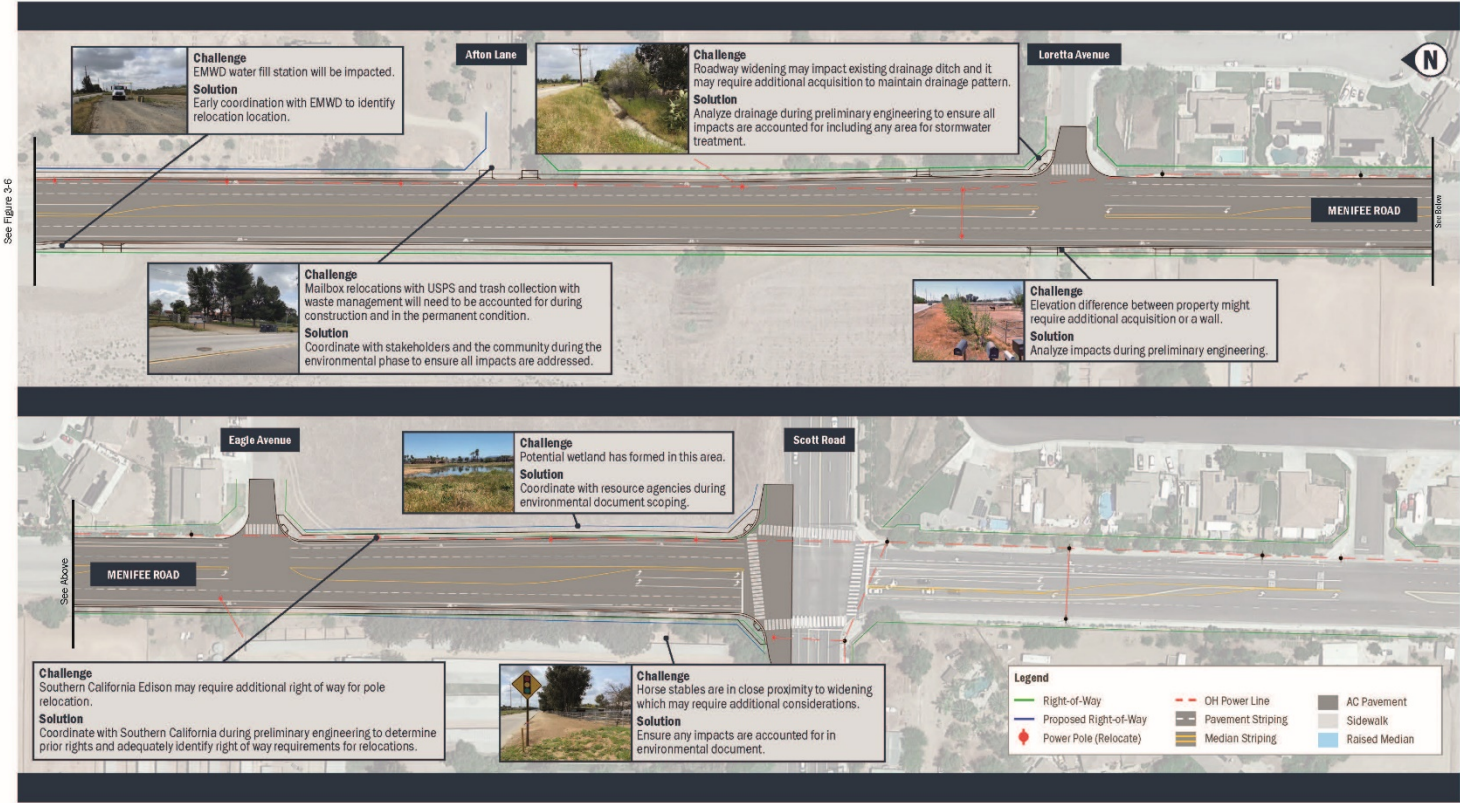


FIGURE 3-7





## Task C – Environmental Analysis

### CEQA Documentation

The Parsons team has staff well-experienced in completing all levels of CEQA environmental documents. We know the best ways to prepare the required environmental documents for efficient approval. After reviewing available project information and conducting our own research, Parsons agrees that the level of CEQA environmental documentation to clear the project would be an Initial Study (IS) with a Mitigated Negative Declaration (MND). Our environmental team, led by Angela Schnapp, will work with our engineering team and the City to assist in developing a project design to minimize environmental impacts, thus enabling the project to be cleared with an IS/MND. Parsons will follow the steps listed in **FIGURE 3-8 CEQA Process**. If, however, based on information provided in technical studies or our analysis to complete the IS checklist, it is determined that an Environmental Impact Report is required, Parsons will notify the City immediately.

### Environmental Challenges and Solutions

Based on our experience with other projects in the area and information provided in the RFP, Parsons has identified three environmental challenges along with solutions to minimizing impacts associated with these challenges.

#### Challenge #1: VMT/Traffic Analysis

The primary purpose of this project is to widen an arterial roadway in order to increase capacity and improve traffic flow within the City of Menifee. Under SB 743, an induced demand analysis (VMT analysis), will be required.

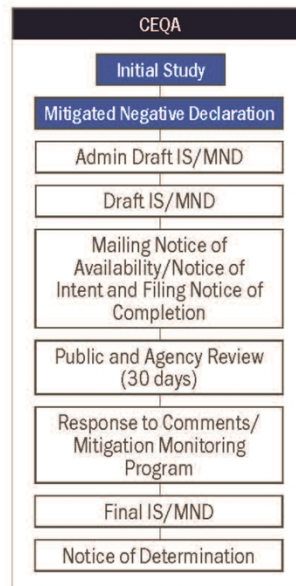
**Solution #1:** Our extensive experience in performing induced demand analysis for transportation projects, such as the Tulare City Widening project, has equipped us with the skills and knowledge necessary to successfully complete this analysis for the City of Menifee. In the Tulare City Widening project, we were able to identify VMT impacts and propose context-sensitive mitigation measures that were consistent with the Transportation Analysis Framework (TAF) and the Transportation Analysis under CEQA (TAC) guidelines.

In order to determine the VMT impacts of the proposed arterial roadway widening in Menifee, Parsons will utilize the Southern California Association of Governments (SCAG) Activity-Based Model, which is a travel demand model that our team has extensive experience with on various project throughout the SCAG region. Additionally, we will benchmark our analysis using the National Center for Sustainable Transportation (NCST) calculator. This state-of-the-art tool combination enables our team to accurately assess the changes in travel patterns and the associated VMT impacts that may result from the proposed project. By using these proven methodologies, we ensure that our analysis is both reliable and in line with current best practices in the industry.

The induced demand analysis will provide essential insights into the potential changes in travel patterns within the City of Menifee and Riverside County as a result of the proposed roadway widening. This information will help us determine if there are any significant VMT impacts that may require mitigation measures to ensure SB 743 compliance. If necessary, our team will draw from our prior experience to develop context-sensitive mitigation measures that adhere to TAF and TAC guidelines, prioritizing sustainable transportation solutions and emissions reduction goals.

#### Challenge #2: Biological Resources

The proposed project is located within the boundaries of the Western Riverside County Multiple Species Habitat Conservation Plan area. Habitat assessments and an MSHCP Consistency Analysis will be required. The Habitat Assessments will need to be completed for Narrow Endemic plant species (NEPS) [*Allium munzii* (which blooms March - May) and *Orcuttia californica* (which blooms April - August)]. If the NEPS are found during the habitat assessment, the focused surveys for these two species would have to be conducted in the spring of 2024 (April or May). Depending on whether species are affected will determine whether coordination with the Regional Conservation Authority (RCA) will be required. Based on our preliminary analysis and informal site visit, Parsons believes a Determination of Biologically Equivalent or Superior Preservation (DBESP) will be required. We also noted a large pond of water at the intersection of Scott Road and Menifee Road where riparian vegetation is growing. This along with the modifications of the culvert north of Wickerd Road at Menifee Road will require a Jurisdictional Delineation to be prepared.



**FIGURE 3-8 CEQA PROCESS**



## Section 3 – Detailed Work Plan & Tentative Project Schedule

**Solution #2:** Parsons' principal biologist, Arianne Preite, has extensive experience in habitat assessment, jurisdictional delineations, MSHCP consistency analysis and preparation of DBESP documentation. She has been heavily involved in the Bundy Canyon Road/Scott Road Improvement Project over the past several years and will take the lead on completing these assessments and analyses. She recently completed an update to the DBESP for the SR-71/SR-91 Interchange Project as well.

Arianne will work with the engineers to assist in minimizing impacts to potential habitat for the burrowing owl and locations where the NEPS may be located. Surveys will be completed as soon as practical to determine these potential impact areas. Parsons knows that coordination with the RCA can take several weeks so we will start coordination with the RCA early in the project to reduce the overall approval time of the Consistency Analysis and DBESP documents. To reduce Impacts to the schedule, Parsons could complete the NEPS focused surveys during May 2023 through our As-Needed Professional Engineering Services contract with the City to eliminate the delay in waiting until May 2024 to complete the focused surveys.

### PROJECT SPOTLIGHT: BIOLOGICAL RESOURCE DOCUMENTATION

Parsons was consulted by Riverside County Transportation Commission to prepare biological resource documentation for the SR-71/SR-91 Interchange Improvement Project. Parsons' lead biologist, Arianne Preite, successfully completed updates to the Jurisdictional Delineation (one of the features shown in the image to the right), Habitat Assessments and the DBESP. She was also instrumental in coordination with the RCA for approval of the habitat assessments and DBESP. She successfully obtained approval of the DBESP from the RWQCB, CDFW and USACE.



**SR-71/SR-91 Jurisdictional Feature**

### Challenge #3: NEPA Documentation

As shown in **FIGURE 3-9**, the ponding of water at the intersection of Scott Road and Menifee Road has riparian vegetation around it. This will require a Jurisdictional Delineation to be completed for the project. The documentation will need to be submitted to the US Army Corps of Engineers (USACE) to obtain a preliminary determination. Obtaining an actual jurisdictional approval would most likely be schedule prohibitive and not necessary. Also, due to modifications to the culvert located north of Wickerd Road at Menifee Road, a 404 Nationwide Permit 6 may be required from USACE. Needing a 404 Nationwide Permit 6 for the culvert work would be a federal nexus for a National Environmental Policy Act (NEPA) document. USACE will most likely require a Categorical Exclusion or Environmental Assessment to be prepared.



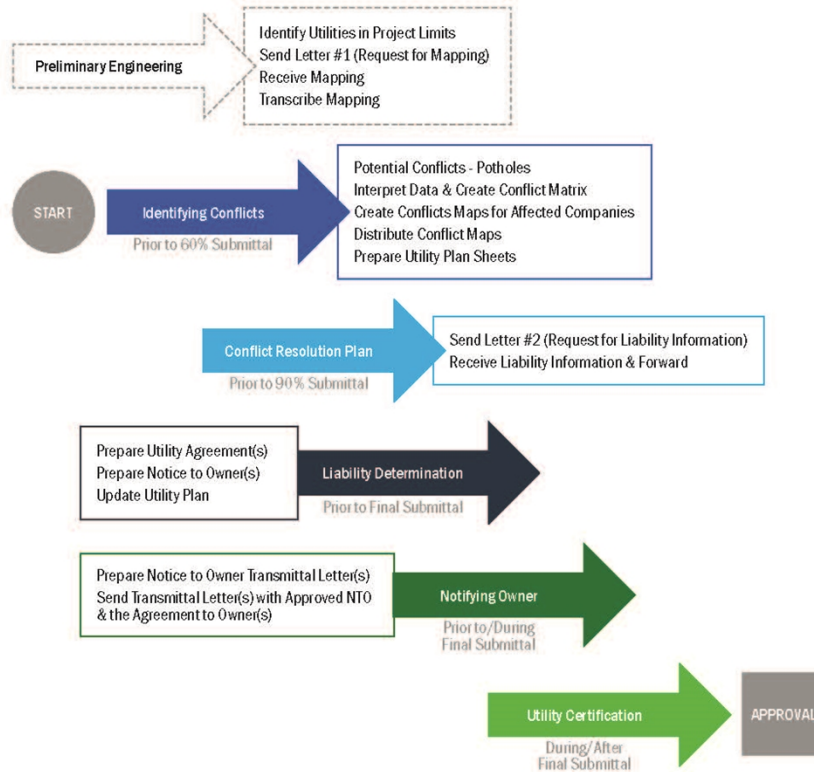
**FIGURE 3-9: POND LOCATED NE OF SCOTT ROAD AT MENIFEE ROAD**

**Solution #3:** Parsons staff have completed numerous NEPA compliant technical studies and environmental documents. We recently completed an update to an Environmental Assessment for USACE on the SR-71/SR-91 Interchange project. We will reach out USACE, in particular Veronica Li to determine what, if any, NEPA documentation they will require. Fortunately, our technical studies to be completed for the CEQA IS/MND can also be used for the technical analysis that might be required for USACE's NEPA requirements without significance delays in the schedule. We successfully accomplished this with the SR-71/SR-91 Interchange project. Any additional NEPA requirements were easily met with technical memoranda. Parsons staff will begin coordination with USACE as soon as practical once impacts have been identified.

## Task D – Utility Coordination

Skilled management is required to orchestrate work by utility companies over several stages of construction to avoid critical delays to the project. Close coordination with local and regional utility providers, stakeholders and other critical third parties is essential for success on any street widening project. As soon as possible after notice to proceed we will initiate contacts with these key players, recognizing that each agency has different challenges in terms of staff and resources available to review the project. Our utility relocation process is shown in **FIGURE 3-10**.

FIGURE 3-10: PARSONS' PROVEN UTILITY RELOCATION PROCESS



We have identified the following companies that are within the project limits that we will be coordinating with. Through our work on the adjacent Bundy Canyon and Scott Road Improvement project, we have established relationships with many of the utility companies:

- Southern California Edison Distribution
- Eastern Municipal Water District Sewer and Water
- SoCal Gas Distribution
- Spectrum
- Crown Castle
- Frontier
- Mediacomm
- Level 3 Comm/LUMEN

#### PROJECT SPOTLIGHT: SOUTHERN CALIFORNIA EDISON POLE RELOCATION CASE STUDY

Parsons was consulted by Riverside County Transportation Commission to prepare the PS&E Phase for the SR-71/SR-91 Interchange Improvement Project involving significant relocation of overhead poles. The Parsons team, led by utility coordinator for this project Nicole Depuy, PE, successfully coordinated the utility relocations for the project prior to beginning construction, including relocations by AT&T, Sprint, Time Warner Cable, and SCE, totaling over \$4 million.

Parsons coordinated with Southern California Edison to relocate five power poles and the associated overhead electrical lines that conflicted with the proposed improvements. Parsons will bring this utility relocation expertise to this project to ensure efficient utility relocation coordination and relocation of the SCE overhead line prior to construction activities kicking off.





### Task E/F – Right of Way Engineering and Acquisition

The widening of Menifee Road will necessitate the acquisition of additional right-of-way to accommodate construction of the proposed roadway improvements. Our right of way acquisition subconsultant Monument has reviewed the right-of-way mapping provided in the City's RFP (Exhibit C) and has analyzed each parcel to determine the current ownership, land use, proposed acquisition and potential impacts to properties adjacent to the roadway. The table below identifies the six parcels referenced on Exhibit C that will require a partial acquisition.

No.	APN	Owner Name	Anticipated Acquisition	Comments
1	372-100-008	Alfredo Vega	Roadway Easement & TCE	Vacant lot. The proposed acquisition should have little to no impact on the remaining property.
2	372-100-019	Nabil & Blanca Othman	Roadway Easement & TCE	Vacant lot. The proposed acquisition should have little to no impact on the remaining property.
3	372-130-008	William & Echo Martin	Roadway Easement & TCE	Large residential lot. The proposed acquisition should have little to no impact on the remaining property.
4	372-150-018	Kathleen Verstegan	Roadway Easement & TCE	Large residential lot. The proposed acquisition should have little to no impact on the remaining property.
5	372-120-003	Steve and Jorae Burns	Roadway Easement & TCE	Property is improved with horse stables and a residential dwelling. The proposed acquisition does not appear it will adversely impact the current use, however, the perimeter fence along Menifee Road may require relocation. Also, several mature trees may require removal.
6	372-160-011	San Sevaime Fontana	Roadway Easement & TCE	Vacant lot. The proposed acquisition should have little to no impact on the remaining property.

From an acquisition standpoint, the property owned by Mr. and Mrs. Burns presents the only apparent challenge considering the close proximity the new roadway improvements will be constructed to the horse stables. Monument's acquisition agent will work closely with the property owner to address any question related to the design of the project, potential construction related concerns and coordinate any mitigation requirements to the design team. In addition, the relocation of SCE's overhead poles could require the acquisition of utility replacement easements which could further encroach onto private property. From the outset, Monument will investigate SCE's property rights and determine if their facilities were installed under franchise rights or by easement deed. As the project progress through the design phase, we will collaborate with the City, SCE and the design team to explore design alternatives that minimize or avoid further impacts to property.

### Task G – Permitting

Parsons reviewed CDFW's BIOS database and the USFWS National Wetlands Inventory and has identified an unnamed stream located within our project. As shown in **FIGURE 3-11**, the unnamed stream traverses Menifee Road under the existing culvert just north of Wickerd Road. This culvert has been identified in the RFP as a feature where modifications will occur. Temporary and permanent impacts to the unnamed stream are anticipated with the culvert modifications and would require a 1602 Streambed Alteration Agreement from CDFW, a 401 Water Quality Certification from the RWQCB, and a 404 Nationwide Permit 6 from USACE.

While this drainage is not a "blue line stream", it is likely an ephemeral stream. Ephemeral streams are under the jurisdiction of the USACE. Parsons believes the project will be able to obtain a 404 Nationwide Permit 6 from USACE, if the total impact is under 1/10 of an acre. If impacts are less than 1/10 of an acre,



**FIGURE 3-11: UNNAMED STREAM TRAVERSING MENIFEE ROAD AT WICKERD ROAD CULVERT.**

## Section 3 – Detailed Work Plan & Tentative Project Schedule

then a non-reporting action letter can be sent to the USACE indicating the work will be performed in compliance with the General Conditions for the Nationwide Permit Program.

While this unnamed stream contains rock slope protection (**FIGURE 3-12**), there is a clearly defined bed, channel and bank. Since this drainage contains an earthen bottom with some vegetation, it is likely subject to CDFW jurisdiction and may require a 1062 Streambed Alteration Agreement.

RWQCB jurisdiction is typically based upon the federal definition of wetlands and/or other waters of the United States indicators (i.e., ordinary high water mark). This drainage likely contains an ordinary high water mark under the jurisdiction of the RWQCB. In addition, project activities will likely result in discharges that may impact the surface/groundwater, which are regulated by the RWQCB and may require a Section 401 certification.



**FIGURE 3-12: VIEW LOOKING WEST AT CULVERT NORTH OF WICKERD ROAD**

## Task H – Construction Documents

### Milestone 1 – Preliminary Engineering

After gathering field data our team will prepare the geometrical approval drawing submittal. Since Menifee Road is designated as a 4-lane arterial the project will be designed for a design speed of 50 MPH. To prepare the design we will utilize the City of Menifee Road Improvement Standards and Specifications, dated 2019. An example of a standard we will design to is corner sight distance at intersections which is Standard Plan 81. For the design speed, a corner sight distance of 550 ft and 430 ft for stopping sight distance need to be provided. We will also utilize the AASHTO A Policy on Geometric Design of Highways and Streets, 2018/7th Edition, otherwise referred to as “The Green Book” when an applicable standard is not provided in the City Standards. An example of a standard found in the Greenbook is minimum profile grade which is found in Chapter 3 Elements of Design. This section states that when curb and gutter is provided the minimum profile grade should be 0.5%.

Our geometric approval drawing submittal will include typical cross sections, profiles, plan view layout, and a list of nonstandard features. Our list of nonstandard features will include the applicable standard, existing condition, proposed condition, and the reason for the nonstandard feature. **FIGURE 3-13** shows the matrix we used as part of our Cole Grade Road Phase 1 Project for the County of San Diego.

**FIGURE 3-13: NONSTANDARD FEATURES ARE CLEARLY IDENTIFIED**

DESIGN EXCEPTION SUMMARY						
COLE GRADE ROAD IMPROVEMENTS (PHASE 1) - GAD SUBMITTAL						
FEATURE NO.	STANDARD FEATURE	LOCATION	STANDARD	PROPOSED	EXISTING	JUSTIFICATION
1	Cross Slope	Northern crosswalk at Cole Grade Road/Cool Valley Road Intersection	The cross slope of pedestrian access routes shall be 2.0% maximum.	4.70 percent	N/A	Cross slope of this crosswalk is dictated by the centerline vertical profile of Cole Grade Road.
2	Vertical Curves	Cole Grade Road STA 155+62.00 to 159+62.00	For algebraic grade differences of 2 percent and greater, and design speeds equal to or greater than 40 miles per hour, the minimum length of vertical curve in feet should be equal to 10V, where V = design speed. Location X: 450 feet	400 feet	N/A	Cost excessive for the benefit obtained. Vertical curve provides standard stopping sight distance.
3	Lane Width	Location #1: Cole Grade Road STA 131+55 to 144+25	The minimum lane width on two-lane and multilane highways, ramps, collector/distributor roads, and other appurtenant roadways shall be 12 feet.	10-11 feet	N/A	This would require additional right of way and additional reconstruction.
4	Right-Turn Channelization	Cole Grade Road STA 158+28 to 158+76.00	Index 301.1 shall be used for right-turn lane width requirements. Shoulder width shall be a minimum of 4 feet.	0 feet	N/A	This would require additional right of way and additional reconstruction.

There are multiple ways to design a roadway widening. These include saw cutting the existing pavement and widening off the existing elevation or re-profiling the road. Performing a sawcut and widen allows projects to avoid costly replacement of existing pavement, but it does not allow adjusting items like the centerline line profile and the cross slope on existing pavement. Re-profiling the road is beneficial if the existing pavement needs to be replaced or the project is has a tight right of way footprint and needs to be designed from the “outside in.” There are also hybrid strategies in which a design centerline profile can be used along with a variable grind and overlay of the existing pavement. We will discuss these strategies with the City at the kick-off to align ourselves with the City and then perform analysis of the existing condition to propose the best approach for this project as part of the Preliminary Engineering submittal.

After obtaining consensus on the geometry, we will perform modeling to develop our grading footprint and area of potential effects (APE). This footprint is critical to initiating the environmental phase and begin preparing the environmental technical studies. Temporary and permanent impacts will be identified. Based on coordination with our environmental technical leads, we will evaluate sensitive areas to determine if they can be avoided or develop



## Section 3 – Detailed Work Plan & Tentative Project Schedule

a mitigation strategy if they cannot be avoided. Following receiving comments on the geometric approval we will prepare the Preliminary Engineering submittal.

### Milestone 2 – Environmental Documentation and Approval

During the preparation of the Environmental Document and Technical Studies, we will provide engineering support. Our engineering team will review comments received on the Preliminary Engineering submittal to ensure any revisions are incorporated into the Environmental Approval.

### Milestone 3 – Final PS&E

The PS&E will include plans, specifications, estimate, and technical reports. We will submit a 60%, 90%, and Final Submittal packages. Below is discussions on several key disciplines:

**ADA Compliance:** Parsons is currently serving as a back-to-back on-call contract holder for the Statewide ADA Program for Caltrans. Parsons serves as a designer, trainer, and inspector for curb ramps, driveways, and sidewalks throughout California. Parsons has inspected more than 4,000 curb ramps and more than 10,000 driveways/sidewalks throughout California, including Riverside County, and provided design to improve accessibility. We will use this experience to design ADA compliant sidewalk, driveways, curb ramps, and crosswalks for this project.

Parsons developed an application ("app") that confirms ADA compliance for a curb ramp or other pedestrian feature in approximately 7 minutes. We also have modified the app to log additional project information in the field such as utilities, property owner features, street lights, drainage culverts, and pull boxes. We are able to access the pictures using GIS to efficiently review items captured in the field. Whether it be field reconnaissance or design, Parsons offers the City an efficient solution to ADA compliance.

**Stage Construction:** The proposed stage construction of Menifee Road from Garbani Road to Scott Road would take two primary stages. Stage 1 would maintain existing traffic on Menifee Road with one lane in each direction. The project would relocate the existing over head utilities, modify the storm drain culverts, widen the existing roadway, construct the curb and gutter and pedestrian sidewalks during this stage. Sub stages would handle intersection and driveway construction. Contractor would maintain access to residents by building the driveways in halves. Flagging and other traffic control measures would be proposed at the intersections when two way traffic could not be maintained. Stage 2 would shift 1 lane of traffic in each direction to the outside in order to reconstruct the existing Menifee Road. Sub stages would phase non signalized intersections to be right in right out only and specifications would prohibit the contractor from closing two consecutive intersections. Night work and other traffic control measures would be examined and discussed during the design phase to increase contractor production while minimizing the impacts to the local residents. The final pavement lift would be done in halves, maintaining one lane in each direction and utilizing channelizers for traffic control.

**Drainage:** Storm drain plans will conform with Riverside County Flood Control and Water Conservation District (RCFC&WCD) requirements. Coordination with the district is required when proposed underground drainage facilities are over 36" in diameter. Consultant will review all existing improvement plans and as built drawings within the project limits and perform field review in order to prepare existing drainage base map. Existing drainage facilities impacted by the widening of the road within the project limits will be modified and new drainage facilities will be proposed to meet street drainage capacity requirements. From our field visit performed as part of this proposal we encountered the box culvert that will need to be extended north of Wickered Road, and took note of several culverts going under driveways, and ditches that will be impacted by the widened. Water generally flows into the box culvert or other low lying areas adjacent the project. We will prepare a hydrology/hydraulic report that will include the necessary background information and calculations for all proposed drainage improvements and modifications.

**Stormwater:** We will prepare a Post Development Water Quality Management Plan (WQMP) following the Low Impact Development: Guidance and Standards for Transportation Projects Template. The following site design Best Management Practice (BMP) principles will be incorporated to the maximum extent feasible:

Caltrans Project # 03-070004 O&A FY 2017-2018

County	Route	Cross Street	Intersection Control	Ramp Type	PAI	PAI - PA
Latitude	Longitude	Location ID	Survey Date			
Menifee Road						
Ramp Width (ft)	80	Push Button Height (in)	N/A			
Ramp Slope (%)	3.75	Push Button Reach (in)	N/A			
Ramp Cross Slope (%)	0.52	Push Button Landing Slope (%)	N/A			
Landing Width (ft)	80	Push Button Reach (in)	N/A			
Landing Cross Slope (%)	0.52	Push Button Height (in)	N/A			
Landing Length (ft)	48	Push Button Landing Slope (%)	N/A			
Left Cross Slope (%)	N/A	Push Button Landing Cross Slope (%)	N/A			
Right Cross Slope (%)	N/A	Is there a 48" Turning Space Within the Landing?	N/A			
Left Ramp Slope (%)	N/A	Is there a 48" of Space Within the Crosswalk at the Bottom of the Ramp?	Yes			
Left Ramp Cross Slope (%)	N/A	Is the Bottom Slope a Result of the Workload Representation?	No			
Right Ramp Slope (%)	N/A	Is there a 48" of Space Between the Ramp and the Landing?	N/A			
Right Ramp Cross Slope (%)	N/A	Is the Slope of Cross Slope of the Ramp or Landing a Result of the Workload Representation?	No			
Gutter Slope (%)	3.4	Is there 24" of Full Height Curb Between the Crosswalk Crossing on the Right of the Ramp?	N/A			
Demarcation Warning Length (ft)	36	Is there 24" of Full Height Curb Between the Crosswalk Crossing on the Left of the Ramp?	N/A			
Demarcation Warning Post Width (ft)	Yes					





FIGURE 3-14: OUTPUT FROM PARSONS' ADA COMPLIANCE APP IDENTIFIED



### Section 3 – Detailed Work Plan & Tentative Project Schedule

- Conservation of natural areas to the extent feasible
- Minimization of the impervious footprint
- Minimization of disturbances to natural drainage
- Design and construction of pervious areas to receive runoff from impervious areas
- Use of landscaping that minimizes irrigation and runoff, promotes surface infiltration, and minimizes the use of pesticides and fertilizers.

The project is in the Santa Ana Watershed and we will use the City's Water Quality Management Plan Application Form, Application Checklist, and the Santa Ana Region MS4 Permit Program Template for Low Impact Development: Guidance and Standards for Transportation Projects.

#### **PROJECT SPOTLIGHT: UTILIZING BEST MANAGEMENT PRACTICES (BMPs) TO THE MAXIMUM EXTENT PRACTICABLE**



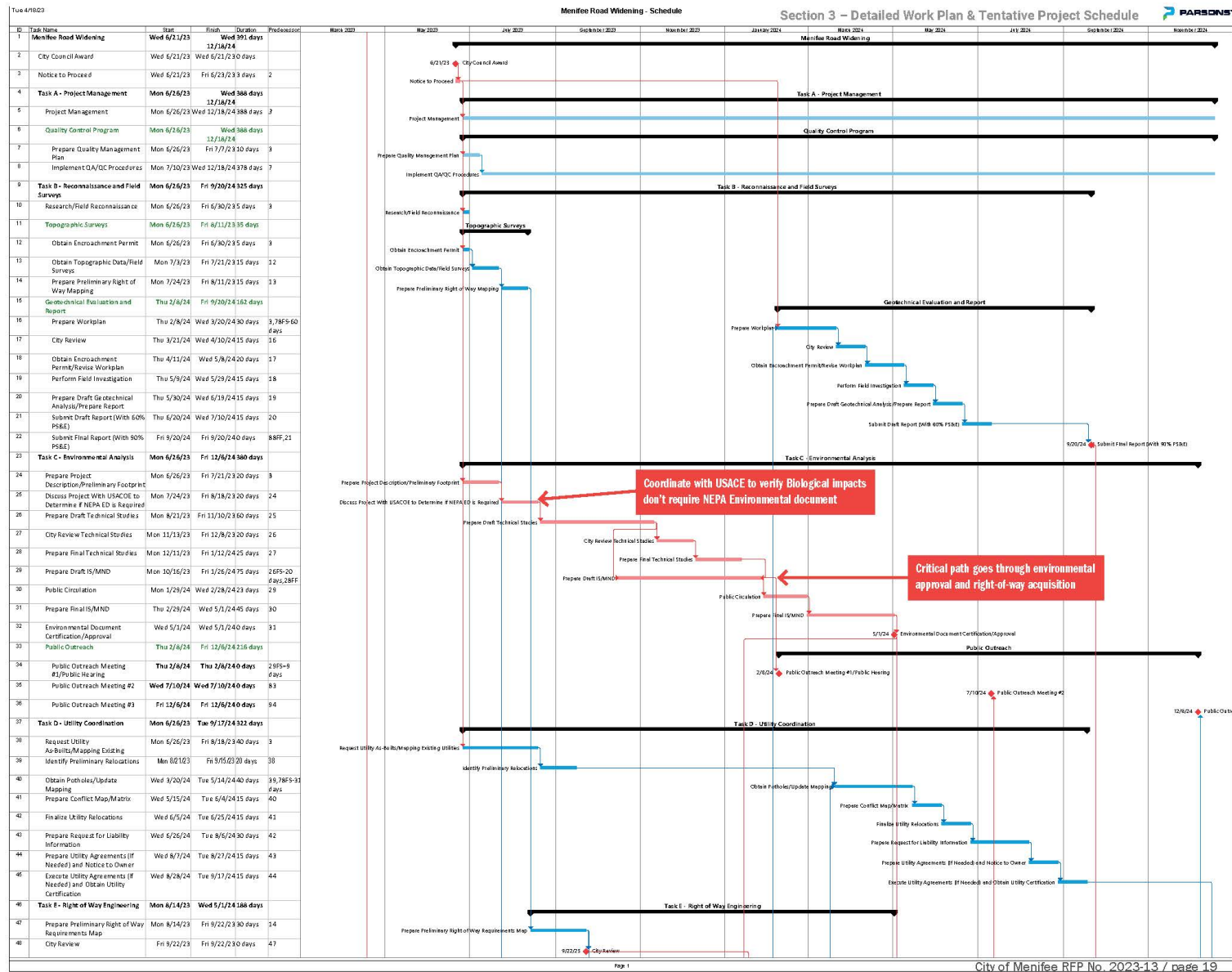
During the preparation of the PS&E for the Bundy Canyon/Scott Road Improvement Project for the City of Wildomar, BMPs were analyzed to treat the new impervious surface area from the roadway widening project. The project is within the adjacent Santa Margarita Region and a Water Quality Management Plan (WQMP) was prepared. The original WQMP recommended modular wetlands, however due to the arid climate of the area and the lack of proposed landscaping and irrigation, the City directed Parsons to remove the modular wetlands. The WQMP has been revised to document that the additional impervious surface area is being treated to the maximum extent practicable. For this project, we will proactively work with the City's maintenance staff to utilize BMPs are work for the project area and are maintainable. We will prepare the appropriate documentation in our WQMP to verify that stormwater is being treated to the maximum extent practicable.

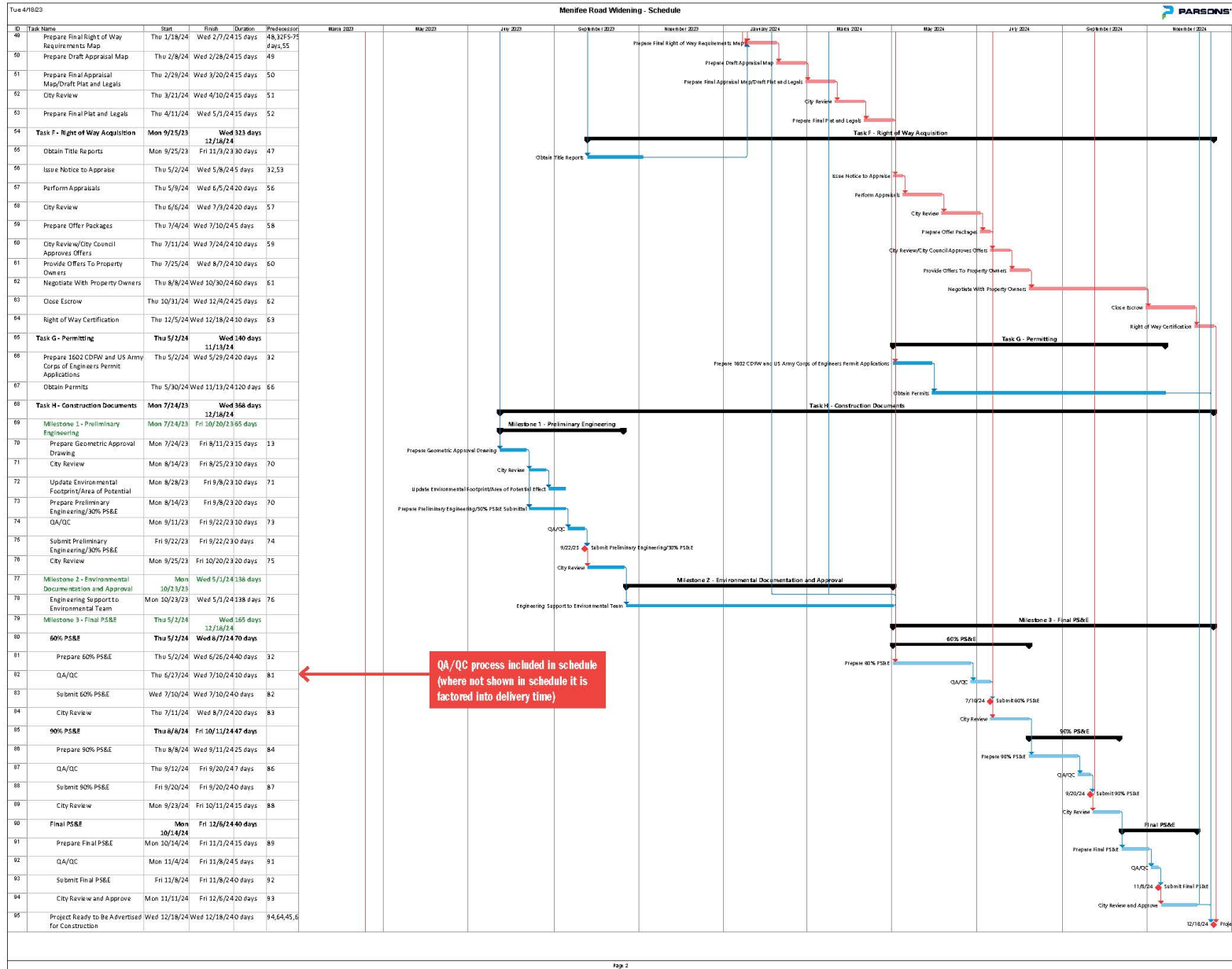
#### **Task I/J – Construction Bidding/Support Phase**

Matt and his team have supported 6 projects worth over \$350 million through construction over the past 5 years. The key to this success is continuity, responsiveness, and management of resources. After initiation of construction, our team will provide as-needed that is focused on contractor submittal reviews, RFI responses, and ongoing participation in progress meetings.

#### **Project Schedule**

The schedule on the following page provides additional information supporting how the Parsons Team will complete the environmental and design phases of the project in 18 months or less. The current critical path for the project is the environmental approval and right of way acquisition with final design and resource agency permits being completed with less than a month of float. As Project Manager, Matt will manage the team to ensure items are delivered based on the delivery dates shown on the schedule. There are also key considerations, such as Southern California Edison overhead pole relocation design that need to be completed to avoid delays in construction.







**Attachment A-Cost Proposal  
CIP 23-12  
Menifee Road Widening Project**

Firm Name: Parsons

Task	Rates and Hours											Costs		
	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Project Planner	Senior	Planner	Proj. Controls	Total Labor Hours	Total Labor Cost	Sub Consultant Cost	Other Direct Costs	Total Cost
Description	\$ 270.00	\$ 200.00	\$ 170.00	\$ 145.00	\$ 100.00	\$ 195.00	\$ 150.00	\$ 110.00	\$ 90.00					
Task A-Project Management	54	89			20	24			36	223	\$42,300.00	\$38,500.00	\$2,841.00	\$83,641.00
Project Management	18								36	54	\$8,100.00		\$2,841.00	\$10,941.00
Monthly Project Team Meetings	18	36								54	\$12,060.00			\$12,060.00
Monthly Project Schedule updates	6	17								23	\$5,020.00			\$5,020.00
Stake holder Meetings / Other coordination	6	12								18	\$4,020.00			\$4,020.00
QC Plan/ Program	2	4								6	\$1,340.00			\$1,340.00
Outreach and public meetings	4	20			20	24				68	\$11,760.00	\$38,500.00		\$50,260.00
Task B-Reconnaissance & Field Survey	6	33		8	10					57	\$10,380.00	\$87,230.00		\$97,610.00
Field Visit/Walk through		5		8						13	\$2,160.00			\$2,160.00
Research	1	8			10					19	\$2,870.00			\$2,870.00
B.1 - Topographic Survey														
Topographic Map		4								4	\$800.00	\$13,000.00		\$13,800.00
Right of Way and Centerline Research		2								2	\$400.00	\$3,000.00		\$3,400.00
Prepare Base Map	2	8								10	\$2,140.00	\$17,000.00		\$19,140.00
Preliminary Title Reports												\$9,000.00		\$9,000.00
B.2-Geotechnical Evaluation and Report														
Geotechnical Design Report	1										\$270.00	\$10,250.00		\$10,520.00
Pavement cores	1	4									\$1,070.00	\$29,620.00		\$30,690.00
Pavement Rehabilitation Recommendations	1	2									\$670.00	\$5,360.00		\$6,030.00
Task C-Environmental Analysis	17					304	542	337		1200	\$182,240.00	\$10,914.00	\$4,650.00	\$197,804.00
Environmental Documentation & Approval (CEQA-Milestone 2) including MMRP (Jurisdictional Agency, Army Corp of Engineers, California Fish and Wildlife, Regional Water Quality Control Board)	10					20	140	40		210	\$32,000.00		\$3,350.00	\$35,350.00
Traffic Memo and VMT Analysis	4					110	40			154	\$28,530.00			\$28,530.00
AB52 Technical Assistance	1					2	4	6		13	\$1,920.00			\$1,920.00
Energy Assessment	1									1	\$270.00	\$4,886.80		\$5,156.80
Air Quality and Greenhouse Gas Emission Analysis	1					80	4	6		91	\$17,130.00	\$6,027.20	\$100.00	\$23,257.20
Noise and Vibration Impact Analysis						30	164	45		239	\$35,400.00		\$200.00	\$35,600.00
Cultural Report						16	50	20		86	\$12,820.00		\$1,000.00	\$13,820.00
DBESP Study						10	40	50		100	\$13,450.00			\$13,450.00
MSHCP Assessment						16	40	80		136	\$17,920.00			\$17,920.00
Jurisdictional Delineation						20	60	90		170	\$22,800.00			\$22,800.00
Task D-Utility Coordination	10	54		30	49					143	\$22,750.00	\$12,000.00		\$34,750.00
Utility coordination meetings (all utilities)	5	18								23	\$4,950.00			\$4,950.00
Utility coordination letters (all utilities)	1	8			8					17	\$2,670.00			\$2,670.00





**Attachment A-Cost Proposal  
CIP 23-12  
Meniffee Road Widening Project**

Firm Name: Parsons

Task	Rates and Hours											Costs		
	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Project Planner	Senior	Planner	Proj. Controls	Total Labor Hours	Total Labor Cost	Sub Consultant Cost	Other Direct Costs	Total Cost
Description	\$ 270.00	\$ 200.00	\$ 170.00	\$ 145.00	\$ 100.00	\$ 195.00	\$ 150.00	\$ 110.00	\$ 90.00					
Utility research (As-Built)	1	8			25					34	\$4,370.00			\$4,370.00
Preparation of Composite Utility Plan	1	8		20	16					45	\$6,370.00			\$6,370.00
Potholes (subsurface investigation)	1	6								7	\$1,470.00	\$12,000.00		\$13,470.00
Utility Certification (final plans, agreements, conflict resolution)	1	6		10						17	\$2,920.00			\$2,920.00
Task E-Right of Way Engineering	2	12			30					44	\$5,940.00	\$10,500.00		\$16,440.00
Appraisal Maps	1	12			30					43	\$2,670.00	\$3,000.00		\$5,670.00
Legal descriptions and Plats	1									1	\$270.00	\$7,500.00		\$7,770.00
Task F-Right of Way Acquisition	14									14	\$3,780.00	\$65,710.00		\$69,490.00
Right of Way project Management and document support	4									4	\$1,080.00	\$4,000.00		\$5,080.00
Appraisal and Specialty Appraisal Services	2									2	\$540.00	\$31,420.00		\$31,960.00
Negotiate Right of Way Settlement/Prepare acquisition Documents	2									2	\$540.00	\$17,010.00		\$17,550.00
Title/Escrow Coordination	2									2	\$540.00	\$6,480.00		\$7,020.00
Impact Assessment	2									2	\$540.00	\$1,800.00		\$2,340.00
Land Net/ Boundary Retracement	2									2	\$540.00	\$5,000.00		\$5,540.00
Task G-Permitting						60	200	180		440	\$61,500.00			\$61,500.00
Permit Coordination						20				20	\$3,900.00			\$3,900.00
Permit Approval- USACE section 404						10	60	60		130	\$17,550.00			\$17,550.00
Permit Approval- USACE section 401						10	60	60		130	\$17,550.00			\$17,550.00
Permit Approval- CDFW						20	80	60		160	\$22,500.00			\$22,500.00
Task H-Construction Documents	58	204	355	819	1289					2725	\$364,465.00			\$364,465.00
H.1 Preliminary Engineering (Milestone 1 - 30% Plans)														
30% Plans	16	30	50	120	170					386	\$53,220.00			\$53,220.00
H.2 - Engineering/Construction Documents (60% PS&E))														
60% Plans	12	60	100	250	440					862	\$112,490.00			\$112,490.00
60% Estimate	2	4	8	12	12					38	\$5,640.00			\$5,640.00
CPM Schedule		4	10							14	\$2,500.00			\$2,500.00
Hydrology/Hydraulics Report	2	4	12	30	32					80	\$10,930.00			\$10,930.00
Post Development WQMP (Transportation WQMP)	2	4	8	16	30					60	\$8,020.00			\$8,020.00
H.3 - Engineering/Construction Documents (90% PS&E)														
90% Plans	8	50	70	200	310					638	\$84,060.00			\$84,060.00
90% Special Provisions (Greenbook)	4	6	10	15						35	\$6,155.00			\$6,155.00
90% Estimate	1	2	6	8	8					25	\$3,650.00			\$3,650.00
CPM Schedule		2	4							6	\$1,080.00			\$1,080.00



**Attachment A-Cost Proposal  
CIP 23-12  
Meniffee Road Widening Project**

Firm Name: Parsons

Task	Rates and Hours											Costs		
	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Project Planner	Senior	Planner	Proj. Controls	Total Labor Hours	Total Labor Cost	Sub Consultant Cost	Other Direct Costs	Total Cost
Description	\$ 270.00	\$ 200.00	\$ 170.00	\$ 145.00	\$ 100.00	\$ 195.00	\$ 150.00	\$ 110.00	\$ 90.00					
Draft SWPPP	2	4	8	16	30					60	\$8,020.00			\$8,020.00
Hydrology/Hydraulics Report	1	3	6	16	18					44	\$6,010.00			\$6,010.00
Post Development WQMP (Transportation WQMP)	1	2	5	6	10					24	\$3,390.00			\$3,390.00
H.3 - Final Engineering/Construction Documents (100% PS&E)														
Final Plans	4	20	40	100	198					362	\$46,180.00			\$46,180.00
Final Special Provisions (Greenbook)	2	3	5	10						20	\$3,440.00			\$3,440.00
Final Estimate		1	3	4	4					12	\$1,690.00			\$1,690.00
Final CPM Schedule		1	3							4	\$710.00			\$710.00
Final SWPPP for Construction Phase	1	2	3	8	15					29	\$3,840.00			\$3,840.00
Post Development WQMP (Transportation WQMP)		1	2	4	8					15	\$1,920.00			\$1,920.00
Hydrology/Hydraulics Report		1	2	4	4					11	\$1,520.00			\$1,520.00
Task I-Construction Bidding Phase	2	8	8	8						26	\$4,660.00			\$4,660.00
Construction Bid Support	2	8	8	8						26	\$4,660.00			\$4,660.00
Task J-Construction Support Phase	20	30	45	100	100					295	\$43,550.00		\$400.00	\$43,950.00
Construction Support	20	30	45	100	100					295	\$43,550.00		\$400.00	\$43,950.00
TOTALS	183	430	408	965	1498	388	742	517	36	5167	\$741,565.00	\$224,854.00	\$7,891.00	\$974,310.00