

**AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR
STATE ROUTE 60/WORLD LOGISTIC CENTER PARKWAY
INTERCHANGE IMPROVEMENTS
PROJECT NO. 801 0052**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Michael Baker International Inc.**, a Pennsylvania corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City in May 2013 solicited Request for Proposals for Professional Consultant Services on State Route 60/World Logistic Center Parkway (formally known as Theodore Street) Interchange Improvements to complete the Planning, Design, and Right-of-Way/Utility phases; and

WHEREAS, the Consultant was selected and on July 13, 2016 entered into an Agreement with the City to prepare the Planning Phase of the Project including a Project Report and Environmental Document; and

WHEREAS, the City desires to proceed with the Design Phase of the Project consisting of preliminary design and cost estimates up to 65% completion, right-of-way engineering, utility verification and mapping, landscaping conceptual planning, value analysis study, and agencies coordination; and

WHEREAS, the City has requested Consultant to provide a scope and fee proposal for the 65% Design Phase as described in Exhibit "A" (City's Scope and Fee Request Letter) attached hereto; and

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WHEREAS, the Consultant submitted a scope of work and fee proposal dated April 27, 2023, as described in Exhibit "B" (Consultant's Scope of Work and Schedule) and attached hereto; and

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

STATE ROUTE 60/WORLD LOGISTIC CENTER PARKWAY

INTERCHANGE IMPROVEMENTS

Project No. 801 0052

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference.
3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$3,399,990.23** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2026**, or prior if parties are in mutually agreement; otherwise the termination date may be extended by an amendment to this agreement.

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TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "B" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or

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employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California working under similar circumstances ("Standard of Care"). Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and hold the City, its officers, agents and employees harmless from any and all, claims, demands, damages, losses, costs, causes of action and demands, or liability, including without limitation the payment of expert witness fees, reasonable attorneys' fees, costs of settlement and other related costs and expenses arising out, pertain or relate to Consultant's, or its subconsultants' and/or agents', negligence, recklessness, or willful misconduct in the performance of this Agreement; provided, however, the obligation does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any

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passive negligence of the City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property

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of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Automobile Liability Insurance coverage for owned and non-owned automobiles equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the

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Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under the commercial general and automobile liability policies and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley and Western Riverside Council of Governments, their officers, employees and agents."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

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17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify

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the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. Subject to 20.a. of this Agreement, the City shall make payment to Consultant for work or services performed within the Standard of Care upon termination. The Consultant may retain for its files and copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) Either party may terminate this Agreement for cause; provided, however, if the party claimed to be in default commences to cure, correct or remedy the alleged default within fourteen (14) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated

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therewith. In the event the City so terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained

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by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Initials

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not

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independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree's obligations under applicable law, rules or regulations.

SIGNATURE PAGE FOLLOWS

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IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Michael Baker International Inc.

BY: _____
Mike Lee, City Manager

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Enclosures: Exhibit "A" – City's Scope and Fee Request Letter
Exhibit "B" – Consultant's Scope of Work and Schedule
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Insurance Requirements

EXHIBIT “A”

TEL: 951.413.3480
FAX: 951.413.3170
WWW.MOVAL.ORG



14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

November 9, 2022

E-MAIL

Mr. Les Hopper, Vice President/Western Region Practice
Michael Baker International
5050 Avenida Encinas, Suite 260
Carlsbad, California 92008

Subject: Request for Scope and Not-to-Exceed Fee Cost Proposal for Design and Related
Services for SR-60/World Logistic Center Parkway Interchange Improvements
Project No. 801 0052

Dear Mr. Hopper:

The City of Moreno Valley is requesting a detailed scope of services and not-to-exceed fee cost proposal letter for providing engineering design services for the subject project. Previously, Michael Baker International was selected to provide professional consultant services related to the Planning Phase for this project. As funding becomes available, the City is moving forward with the Design Phase of the project.

Please provide a detailed Scope of Services that include all tasks as required for the completion of the design. Your proposal shall include a not-to-exceed fee amount and a schedule for completing the Design Phase up to 65% completion.

If you have any questions, please contact me at 951.413.3106 or email: haroldz@moval.org.

Sincerely,

A handwritten signature in blue ink that reads 'Harold Zamora'.

Harold Zamora, P. E.
Principal Engineer

c: Project File

EXHIBIT “B”

**SR-60 / WORLD LOGISTICS CENTER PARKWAY
INTERCHANGE IMPROVEMENTS PROJECT**

SCOPE OF WORK

PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

FOR

IMPROVEMENTS TO

STATE ROUTE 60 (SR-60) / WORLD LOGISTICS CENTER PARKWAY

INTERCHANGE

April 27, 2023

SR-60 / WORLD LOGISTICS CENTER PARKWAY INTERCHANGE IMPROVEMENTS PROJECT

PROJECT DESCRIPTION AND UNDERSTANDING

In December 2020, the Caltrans Project Report (PR) was completed for the reconstruction and improvement of the World Logistics Center Parkway (WLC Pkwy) and State Route 60 (SR-60) interchange (PROJECT). The proposed improvements, in the City of Moreno Valley (CITY) and partially in the Unincorporated County of Riverside, will provide standard vertical clearance for the WLC Pkwy Overcrossing at SR-60, improve existing and future traffic congestion at the interchange ramps during peak periods, and improve general traffic flow along the freeway and local streets. The project was environmentally approved as an EA under NEPA, and an EIR under CEQA. Building on the studies from the prior phase of work, Michael Baker International (CONSULTANT) proposes to provide the professional and technical services to prepare the required Plans, Specifications, and Estimates (PS&E) necessary to complete this design phase and begin construction.

General Assumptions

The project design is based on the approved Alternative 6 along SR-60 between PM 20.0 and 22.0, and as described in the Project Report. The District 8 EA is 0M590, and the PR was signed by Michael D. Beauchamp, District Director, on 12/8/2020. This general scope includes SR-60 improvements from approximately PM20.0 to PM22.0; WLC Pkwy improvements from approximately station 20+00 in the south to Ironwood Avenue in the north. The interchange will include two roundabouts, two on-ramps and two off-ramps interfacing between SR-60 and WLC Pkwy; separate north and south vehicular bridges, and a separate cable stayed multi-use pedestrian bridge between the two vehicular bridges. It is understood that other requirements described in the PR outside of the WLC Pkwy interchange, such as roadway improvements south of STA 20+00, Eucalyptus Ave, improvements, and the improvements to the 60-inch corrugated metal pipe located under SR-60 near the Gilman Springs Road WB on-ramp usable by wildlife will be done by others.

The services performed by CONSULTANT will be accomplished in Three Phases:

- | | |
|-----------|--|
| Phase I | • Plans, Specifications and Estimates (PS&E) |
| Phase II | • Bid Support during Advertisement |
| Phase III | • Construction Support |

Phase I (PS&E) will proceed upon written Notice to Proceed (NTP). The remaining phases will not proceed until authorized in writing by the CITY.

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Coordination

Successful delivery of the PS&E package will require clear communication with a number of project stakeholders. As such, the CONSULTANT shall coordinate as needed with the development team and other involved and approving agencies throughout the development of the design plans. Coordination may include, but will not necessarily be limited to the following:

- City of Moreno Valley
- Caltrans (District 8 and HQ)
- Federal Highway Administration
- Regional Water Quality Control Board
- Utility Companies
- United States Army Corps
- California Department of Fish and Wildlife
- State Water Resources Control Board
- County of Riverside Transportation Dept.
- Riverside County Flood Control and Watershed Conservation District

Caltrans will exercise review and approval function of the plans within the State right-of-way and will include review by the City at key points in the development process. Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein. The City and Caltrans will conduct these reviews, and continuous dialogue will be maintained between the reviewing agencies and the design team through monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by CONSULTANT with approval of City.

Standards

The Plans Specifications and Estimates shall be prepared in accordance with Caltrans regulations, policies, procedures, manuals and standards as well as any Federal Highway Administration (FHWA) requirements. Improvements of local roads will be prepared in accordance with City standards unless otherwise directed by the City. All Documents shall be prepared using English standards and dimensions.

1. Environmental

The procedures to be followed and the content of any required environmental survey updates, environmental technical reports, and environmental documentation are set forth in Caltrans "Project Development Procedures Manual," Caltrans "Environmental Handbooks", Caltrans Transportation Laboratory technical manuals for environmental studies, Caltrans Standard Environmental Reference (SER), and FHWA's "Technical Advisory T6640.8A."

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

2. Survey

Aerial topography obtained in the prior phase (2013) is deemed to be acceptable for design, and any required site design surveys shall be performed in accordance with the current Department of Transportation (Caltrans) "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards as approved by Caltrans and/or the City.

3. Design

Roadway and Structures design shall be in accordance with the current Caltrans manuals such as the Highway Design Manual and its revisions along with current and applicable MUTCD, as well as applicable City standards. The design concept shall be in accordance with the approved Project Report and Final Environmental Document with supplements and updates as needed.

STATEMENT OF WORK

1. TASK 1 – PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION

This task covers project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of CONSULTANT's work.

1.1 Coordination/Administration

1.1a Coordination and Meetings

Meetings with affected parties shall be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, the City and Caltrans may provide direction for development of the PS&E.

CONSULTANT shall participate in the following meetings:

Project Development Team (PDT) Meetings with the City and Caltrans shall be held on a monthly basis to discuss policy, procedural and freeway-specific issues. CONSULTANT shall bring progress plans and presentation materials as appropriate.

Agency Coordination/Technical Workshop Meetings shall be held as needed to discuss technical issues with specific agencies. CONSULTANT

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shall bring progress plans and presentation materials as appropriate.

Right-of-way Coordination Meetings shall be held before starting work between CONSULTANT and the Chief of Caltrans District 8 R/W Engineering (CHIEF). Thereafter monthly progress meetings shall take place between CONSULTANT and the CHIEF at District 8 headquarters. An emergency meeting may be called at any time to address pressing problems.

Constructability Workshop Meetings shall be held if needed with Caltrans to present, discuss and resolve constructability issues to minimize construction change orders. CONSULTANT shall present progress plans and specifications prior to the 65% and 95% submittals. Provide special presentation materials as needed to convey and resolve constructability issues.

A Safety Review Meeting shall be held with the CITY and Caltrans at the 95% submittal only.

Deliverables:

Following are the meeting materials which CONSULTANT will be responsible for preparing and providing:

- Notices
- Agendas
- Handouts
- Minutes
- Exhibits (as required)

1.1b Administration

Following are administrative duties which shall be performed by CONSULTANT:

- Supervise subcontractors, coordinate, and monitor work for conformance with Caltrans standards and policies.
- Apply for and obtain Caltrans encroachment permits necessary for CONSULTANT to be on the jobsite.
- Apply for and obtain City approvals and permits as required.
- Prepare, circulate, and file correspondence and memoranda as

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appropriate.

- Prepare and update Project Risk Register.
- Maintain Project files using the Caltrans Uniform File System.
- Thirty days after Notice to Proceed, CONSULTANT shall submit the Project Master Schedule to City and Caltrans Project Managers.

1.2 Project Schedule

CONSULTANT shall submit an initial Project Master Schedule. Following approval by the City, Caltrans, and the developer, this schedule will become the Project Schedule. The approved Project Schedule shall be displayed on the Project Master Schedule updates. The following elements must be included by CONSULTANT in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by CONSULTANT.
- Work items of agencies and other third parties that may affect or be affected by CONSULTANT's activities
- Schedule shall provide adequate time for City and Caltrans review, based on standard practices
- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule
- The following list of major tasks shall be used to develop the Project Master Schedule:

Task 1 – Project Management/Coordination/Administration

Task 2 – 35 Percent PS&E and APS

Task 3 – Detailed PS&E (65 Percent) Submittal

Task 4 – PS&E (95 Percent) Submittal

Task 5 – Final PS&E (100 Percent) Submittal

Task 6 – Construction Bidding Phase

Task 7 – Construction Support Phase

Task 8 – Project Closeout

Major tasks should be broken down into subtasks as warranted. Decision dates will be included in the schedule.

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Monthly schedule updates will be part of the Progress Report and will be in accordance with the requirements shown in Section 1.3.

Deliverables:

- Project Master Schedule

1.3 Progress Reports

At the end of each month, CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables completed or estimated progress toward completion. CONSULTANT shall submit one copy of a monthly Progress Report to the City Project Manager consisting of a written narrative and an updated bar- chart format of the Project Master Schedule. This report shall be received no later than the tenth (10th) calendar day of the month.

The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

Deliverables:

- Monthly Progress Report

1.4 Design Quality Management Plan

CONSULTANT shall prepare, implement and maintain a Design Quality Management Plan (DQMP) throughout the project duration of these services. The DQMP will establish Quality Assurance (QA) and Quality Control (QC) processes and procedures; describe how the quality of the work products will be managed to minimize or eliminate errors and omissions; ensure that all design reports, studies, plans, specifications, quantities, estimates and other design documents are complete, accurate, consistent, checked, and reviewed.

At a minimum, the DQMP shall address the following:

1. Quality Commitment: management commitment and message to achieve a quality culture and promote quality practices throughout the project delivery process.
2. Project Initiation and Early Activities: Ensure that the proper design criteria, guidelines, standards, specifications, directives, etc. are properly implemented by the Design Team at all times. Ensure that all field activities use equipment that is properly maintained and calibrated in accordance with the manufacturer's guidelines.
3. Constructability and Biddability: Engage an experienced Construction

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Management professional(s) to lead constructability and biddability reviews for the duration of the project including reviews at all milestone submittals.

4. QA Manager: Commit a QA Manager to the project who is qualified to implement the DQMP and oversee the DQMP compliance and conformance of the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, and follow up on corrective action to ensure compliance.
5. Quality Control (QC):
 - a. Provide the QC Processes for checking and reviewing design documents. A discipline review shall precede the inter-discipline review but the constructability review maybe sequential with the inter-discipline review. Should design documents be reviewed using electronic commenting tools, they should identify the reviewer (person making comment), date/time of comment, and if possible, the resolution.
 - b. Provide QC Procedures for complete and independent checking, back checking, correction and verification of all types of calculations, drawings, reports, specifications, quantities and estimates. Establish an appropriate means to avoid conflicts and misalignments between existing facilities and proposed improvements. Provide checklists and ensure use when performing the quality control reviews.
 - c. Maintain a communication plan and a project organization chart to adequately and consistently interface with the internal development of the design within all disciplines of work and all external stakeholders.
 - d. Maintain a review comment tracking system that encourages complete resolution of all comments and prevents any review comment from not being resolved.
 - e. Maintain and Action Item Register from the beginning of the project throughout the completion of the approved final design.
 - f. Maintain a Risk Identification, assessment and mitigation log from the beginning of the project. Note all design assumptions as a risk on the log and consider each risks as part of the contingency planning.
6. Quality Assurance (QA):
 - a. Each deliverable shall be verified and certified by the QA Manager and Project Manager as being prepared and checked in accordance with the approved DQMP.
 - b. Identify critical path items and critical reviews in the Project Master Schedule.

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7. Document Control:

- a. Establish an electronic Document Management System that will be used to maintain and store project files and quality records. Define who will maintain the files and how subconsultants will have access (if they have access).
- b. Drawing quality records shall be marked clearly as being checked, signifying that the preparation of the work products followed the DQMP established for the project.
- c. Quality records and documentation shall be maintained by the CONSULTANT. CONSULTANT shall provide an itemized list of submittal documents, a schedule of the quality control activities and a design change control log, when requested.
- d. Maintain interface documentation, meeting notes and correspondence.
- e. Establish a Resident Engineers file containing critical elements such as Survey files, Permitting information, Structures details, Cost Estimate backup, right-of-way and Utility agreements, etc.

Within 30 days of receiving the Notice to Proceed, CONSULTANT shall submit a complete DQMP for review and approval by the City (and Caltrans if required). The DQMP should identify if Subconsultants have their own DQMP that they will follow for their work.

Deliverables:

- Hard copies and an electronic copy of the DQMP

1.5 Project Management Plan

Within thirty (30) days of receiving Notice to Proceed, CONSULTANT shall prepare a Project Management Plan for this PS&E, including a Communication Plan and an update to the Risk Matrix.

Deliverables:

- Project Management Plan

2. TASK 2 – 35% PS&E (Portions of this phase Performed Under Separate Contract)

2.1 Data Collection

CONSULTANT will collect existing topographic maps, as-built drawings, reports,

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and other available materials. CONSULTANT will request data from the CITY and Caltrans D8 as well as the County and other agencies, as appropriate.

Deliverables:

- Project file with As-built drawings, reports, and other records

2.2 - Permit Applications/Coordination

CONSULTANT will prepare applications and secure encroachment permits for work within the state and county rights-of-way such as design survey. CONSULTANT will also work with Geotechnical sub-consultant in securing encroachment permits for geotechnical site investigations and borings.

Deliverables:

- Prepared Permit Applications

2.3 - Geometric Workshop

CONSULTANT will refine the geometry from the Final Project Report/Environmental Document.

CONSULTANT will conduct a workshop with Caltrans District 8 staff, the Caltrans Safety Review Committee representatives, the geometric reviewer, and City staff to present and obtain consensus on the geometrics for proposed project design. CONSULTANT will identify and clarify any major non- standard features.

Overhead sign concepts will be evaluated in conjunction with the refined geometry and will be provided for review as part of geometric workshop.

Deliverables:

- Collateral Materials for Geometric Workshop

2.4 - Supplemental Design Standard Decision Document

CONSULTANT will prepare supplemental Design Standard Decision Document for non-standard design features not included in Design Standard Decision Document approved in the PA/ED phase of this project.

Deliverables:

- Supplemental Design Standard Decision Document(s)
- Project Engineer's reasoning for all permissive non-standard design items

2.5 - Design Surveys

2.5.1 - SURVEY RESEARCH

CONSULTANT shall review internal records, and coordinate with the CITY and Caltrans D8 to gather existing record information, review previous acquisitions, and analyze appropriate deeds, field notes, and survey maps as available. All work shall be conducted in compliance with all applicable State laws and regulations, and all applicable local ordinances and regulations.

CONSULTANT shall contact the Caltrans District 8 Surveys representative for encroachment permits prior to performing any field related survey work.

2.5.2 - Field Survey/Re-establish Monument Control

Upon validation of the Survey Control Data from Caltrans, CONSULTANT shall verify the physical existence of the Monument Control Points and, if necessary, re-establish such Control Points. CONSULTANT shall perform Monument Perpetuation Surveys. This activity is required by the Professional Land Surveyors Act and includes:

- Preparation of lists of monuments threatened with destruction.
- Referencing threatened monuments with tie-outs for perpetuation through construction.
- Setting replacement monuments after construction to effect said perpetuation.
- Preparation of pre-construction survey to establish existing right-of-way monumentation.

CONSULTANT will perform detailed field surveys as needed of existing street and drainage features to augment existing data. The Surveys Manager will coordinate with the Design Engineer to establish limits of work. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features.

CONSULTANT will verify survey results and then transmit them in MicroStation 3D DGN and DTM formats, along with ASCII point and station-offset files of all field survey ties. All work and files will be based on project coordinate control and in accordance with Caltrans Surveys and Right-of-Way Manuals, and Caltrans District 8 R/W Engineering Requirements for the Preparation of Documents and Maps.

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2.5.3 - Geotechnical Boring Locations

CONSULTANT will survey Geotechnical Boring locations to verify these locations in coordination with the project Geotechnical consultant.

2.5.4 - Pothole Locations

CONSULTANT will survey locations of utility test holes performed by others (see Task 2.11 Utilities) and overhead utility lines that cross the improvements or near any pile construction locations.

Deliverables:

- Aerial Topographic Mapping Base File
- Design surveys
- Survey Report per Caltrans Survey Manual Chapter 15
- MicroStation DTM & DGN Files
- Pre-Construction Record of Survey

2.6 - Geotechnical Coordination (only coordination component included)

CONSULTANT will coordinate closely with sub-consult ENGEO Inc. Geotechnical with respect to required geotechnical investigations, analysis, boring locations, and reports. Review and comment on the Geotechnical Design Report (GDR), the Structures Foundations Reports (SFR), and the roadway Materials Report (MR).

The sub-consultant work includes the following tasks and deliverables:

2.6.1 - Consultation and Meeting Attendance

Meeting attendance, site visits, plan reviews, submittal reviews, and preparation of letters or documentation not covered in other approved scopes of work.

2.6.2 – Fault Evaluation Study

To evaluate the potential presence of fault traces within the planned interchange footprint and to satisfy State and County requirements, the following work will be conducted:

- Perform a site reconnaissance to identify appropriate locations for the exploratory trenches.
- Provide bid support for excavation contractor selection and design support during trench excavation, SWPPP BMP installation (silt fence), security fencing, trench and fault surveys, and trench backfill services.

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- Subcontractor fees for trench excavation are excluded from this scope of work and will be conducted by and paid for by others.
- Provide appropriate notification to Underground Service Alert prior to performing exploration to locate public utilities in potential conflict with the proposed subsurface explorations. This work excludes a private utility locator.
- Observe the excavation of two fault trenches, totaling approximately 910 linear feet (LF). Clean (handpicking of sidewalls of one side of vertical trench to expose geologic features and remove “bucket smear” from sidewall of trench) and log (graphically represent the subsurface geologic strata) each trench.
- Contract a local Quaternary Geologist to perform chronostratigraphic identification and logging, which may be necessary to confirm age of soil to identify Holocene-active faulting.
- Collect select carbon-based material samples for radiocarbon dating to provide objective age estimates of subsurface strata.
- Prepare a Fault Evaluation Report summarizing findings, conclusions, and recommended setbacks.
- Submit the Fault Evaluation Report to the City, State and County for review and approval.
- Perform testing and observation services during trench backfill on an as-needed basis. Services will include laboratory testing of on-site earth materials (up to four compaction curves) and testing and observation of engineered fill. For estimation purposes, we assumed up to 5 days of trench backfilling.
- Prepare a final testing and observation report summarizing our field observations and presenting our test data of the trench backfill.

Deliverables:

- Fault Evaluation Report
- Trench Backfill Final Testing and Observation Report

2.6.3 – Preliminary Geotechnical Studies and Caltrans Report

Performed under a separate contract.

2.6.4 – Design-Level Geotechnical Studies and Caltrans Reports

Ongoing design for the interchange will require additional geotechnical studies, including geotechnical explorations and laboratory testing. The following scope of

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work is based on the information available at the time of preparing this proposal, but anticipate the exploration and laboratory testing program may need to be revised once the final bridge type and location are selected. A Caltrans encroachment permit is required for the geotechnical explorations, which will include preparation of a work plan, health and safety plan, and traffic control plan.

Project reports will be supplemented by existing data from nearby geotechnical investigations with up to twelve (12) drilled borings, 12 CPT soundings, and collection of shallow surficial samples at select locations. The specific locations for the drilled borings and CPT soundings have not yet been determined, but at a minimum, they will be located at planned bridge abutments, bent, and embankments, and along proposed cut slopes near the westbound auxiliary lane improvements. This work includes testing representative soil samples from exploratory locations to determine their engineering properties.

Infiltration testing will be conducted in the planned infill basins to support water-quality designs. Double-ring infiltrometer tests will be conducted at the approximate depths anticipated for infiltration upon completion of construction.

Analyze the subsurface conditions and laboratory test results and develop the Caltrans-specified geotechnical conclusions and recommendations to support design of the interchange.

Document field findings, conclusions, and recommendations, including logs of technical borings (LOTB), in Caltrans-required geotechnical reports prepared in accordance with the Caltrans Geotechnical Manual for each of the three submittal packages associated with the bridges, retaining walls, and embankments. A preliminary, draft and final foundation report will be prepared in accordance with Caltrans requirements.

Prepare a Preliminary Geotechnical Design Report and Final Geotechnical Design Report in accordance with Caltrans requirements in support of the interchange design. This includes slope stability analysis, retaining wall design parameters, and embankment design.

Prepare a Preliminary Materials Report and Materials Report in accordance with Caltrans requirements. This report will include pavement design recommendations for the interchange that includes freeway auxiliary lanes, on – and off-ramp design, and WLC Pkwy from Ironwood Ave to Eucalyptus Ave.

Deliverables:

- Preliminary foundation report

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- Draft foundation report
- Final foundation report
- Preliminary and Final Geotechnical Design Report
- Preliminary and Final Materials Report

**2.7 - Geometric Approval Drawings (GAD) and Preliminary Engineering
(Prepared under separate contract- not a part)**

CONSULTANT will prepare 35 percent level layouts, profiles, superelevation diagrams, typical sections, and R/W requirements for the project based on the approved alternative in the Project Report and updated concepts since the completion of the Project Approval/ Environmental Document phase. This effort will include the concept signing and lighting layout.

Deliverables:

- Geometric Approval Drawings 35% Roadway Plans
- Sign and lighting Concept strip map

2.8 - Environmental Re-Validation/ Environmental Permitting

CONSULTANT will prepare an Environmental Re-Validation to the December 2020 Environmental Impact Report/Environmental Assessment (EIR/EA) for the State Route 60/World Logistics Center Parkway Interchange Project. The Environmental Re-Validation will be prepared in accordance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Caltrans Standard Environmental Reference (SER). The Environmental Re-validation and supporting technical appendices will be submitted to Caltrans for review and approval. A Supplemental IS/EA and public review or circulation are excluded from this scope of work.

The Environmental Re-validation will evaluate impacts due to changes in the project description. The documentation will note refinements to environmental issue areas addressed in the 2020 IS/EA and include new analysis for specific environmental issue areas that would be potentially affected by the proposed modifications to the design previously approved in the Project Report and EIR/EA. This task assumes that the Environmental Re-validation, updated technical documentation, and regulatory permits will reflect a single build alternative.

2.8.1 ENVIRONMENTAL RE-VALIDATION

Research and Data Collection

CONSULTANT will obtain and review existing information and data related to the proposed project. CONSULTANT will collect the aforementioned information and perform a detailed review of existing setting, methodology, and results. This information is expected to include, but not be limited to:

- December 2020 EIR/EA
- Previously prepared technical studies used to support the EIR/EA
- Updated reference documentation, including local General Plan/policy information and regulatory background documents
- Approved/Supplemental Project Report
- PS&E packages (35%, etc.), depending on schedule and availability
- Current aerial photography of project area

Updated Technical Documentation

CONSULTANT will complete required technical study updates in support of the Environmental Re-validation. CONSULTANT will coordinate with Caltrans in determining the specific content and format requirements for the technical study memorandums and the Environmental Re-validation. This task will include coordination with the client, Caltrans, and regulatory/approving agencies to collect and analyze information, as well as other relevant steps needed in support of the Environmental Re-validation. Generally, updates to previous technical study reports will be prepared in the form of technical memorandums that will serve to update relevant subject matter of the previously-prepared technical study reports. Each technical study memorandum will include the following content:

- Description of project features and issues that have changed since the EIR/EA was approved
- Study methods (protocols followed)
- Study results
- New mitigation recommendations (if applicable)

The key findings of each technical memorandum will be summarized in an appropriate section of the Environmental Re-validation.

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Jurisdictional Delineation Update Memorandum

CONSULTANT will conduct a review of the previous Jurisdictional Delineation Report prepared by LSA Associates, Inc. (December 2018) as it relates to recent design changes and impacts to jurisdictional resources. CONSULTANT will conduct a site visit to confirm any changes to site conditions since the delineation was completed in December 2018 consistent with current regulatory policies and updated field methodology procedures required by the U.S. Army Corps of Engineers and State Water Resources Control Board. Once a review of the previous delineation and existing conditions is complete, CONSULTANT will prepare a memorandum update to identify jurisdictional resources and reconfirm potential impacts for the project. The memorandum update will confirm the following:

- A preliminary determination of the U.S. Army Corps of Engineers (Corps) ordinary high-water mark (OHWM) and the existence of any three (3)-parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of wetland hydrology, hydrophytic vegetation, and hydric soils pursuant to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (Corps 2008).
- The California Department of Fish and Wildlife's (CDFW) jurisdiction identified on-site as streambed or to the outer drip line of riparian vegetation (if present) pursuant to Section 1600 et seq. of the California Fish and Game Code (CFGC); and
- A determination of the Regional Water Quality Control Board's (Regional Board) jurisdiction based on the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Water Resources Control Board, 2020). In cases where identified waters do not meet the definition of "waters of the United States," the delineation will identify areas under the jurisdiction of the Regional Board pursuant to Section 13263 of the California Porter Cologne Water Quality Control Act.

The memorandum will include as necessary, updated figures to identify jurisdictional resources. This task includes time for Geographic Information

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Systems (GIS) analysis to support the preparation of the jurisdictional delineation figures.

This task assumes one (1) field survey will be conducted and allows for up to two (2) rounds of review/revisions to the memorandum.

Deliverables:

- *CONSULTANT will submit an electronic copy (PDF) of the final Jurisdictional Delineation Update Memorandum to the client/Caltrans.*

Natural Environment Study Memorandum

CONSULTANT will conduct an updated records search using the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) project planning tool and Critical Habitat online mapper to determine which special-status biological resources are likely to occur on or within the general vicinity of the project site. In addition, CONSULTANT qualified biologist(s) will conduct a field survey/investigation to reconfirm biological conditions documented in the previous Natural Environment Study report (NES). CONSULTANT will then prepare a memorandum summarizing the results of the updated literature review and field survey, as well as reconfirm existing biological condition and potential impacts. The memorandum will include as necessary, updated GIS figures and/or site photographs.

This task assumes one (1) field survey will be conducted and allows for two (2) rounds of review/revisions to the draft memorandum.

Deliverables:

- CONSULTANT will submit an electronic copy (PDF) of the final NES Update Memorandum to client/Caltrans.

Supplemental HPSR Short-Form and PIR/PER Memorandum

CONSULTANT will prepare the supplemental Historic Property Survey Report (HPSR) short-form and Paleontological Identification and Evaluation Report (PIR/PER) Memorandum. CONSULTANT will prepare a draft Area

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of Potential Effects (APE) Map for review and approval by Caltrans District 8. CONSULTANT will request a supplemental records search for cultural resources within a one-mile radius of the project area from the South Central Coastal Information Center (SCCIC). A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and site records will be obtained. Note: Due to COVID-19, the response time for records search results is taking approximately 30-60 days to receive the results of the records search. CONSULTANT will request a Sacred Lands File search from the Native American Heritage Commission (NAHC) and will provide consultation support to meet the requirements of Section 106. Tasks will include assistance in communicating with the Native American individuals, groups or tribes provided by the NAHC regarding the project. CONSULTANT will maintain a log of a minimum of three attempts to obtain comments. All letters will be sent via USPS Certified Mail. CONSULTANT will conduct a pedestrian survey of previously unsurveyed areas based on the updated APE map. CONSULTANT will prepare the supplemental HPSR short-form which will summarize the findings of the updated cultural record search, Native American consultations, and pedestrian survey. CONSULTANT will also prepare the PIR/PER Memorandum.

It is assumed that no cultural resources will require recording or updating on DPR 523 forms. Up to two (2) rounds of comments and revisions are assumed.

Deliverables:

- *CONSULTANT will submit an electronic copy (PDF) of the final Supplemental HPSR Short-Form and PIR/PER Memorandum to the client/Caltrans.*

Phase I ISA Update

CONSULTANT will prepare a Phase I Initial Site Assessment (ISA) Update for the proposed project. The ISA Update will be prepared in accordance with the ASTM International (ASTM) Standard Practice E 1527-13 Standard Practice and the California Department of Transportation's (Caltrans') Standard Environmental Reference (SER). It is acknowledged that this scope of work assumes one build alternative will be considered for the proposed project. The objectives of the ISA are to: (1) evaluate the potential for hazardous materials on the site based upon readily discernible and/or documented present and historic on-site uses and uses immediately

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adjacent to the site, and (2) generally characterize the expected nature of hazardous substances that may be present as a result of such uses, within the limits imposed by the scope of the ISA.

The Phase I ISA Update will consist of four components: Records Review; Site Reconnaissance; Interviews; and Report Preparation. CONSULTANT will document past activities, facilities, and/or waste disposal practices, which may have resulted in soil or groundwater contamination. Past site usage will be investigated through an aerial photograph review, interviews, review of former permits, review of documents on file with applicable agencies, and research of former citations from State and local agencies. Current site conditions will be documented by an on-site inspection of the project area. A review of the commercial database summaries, provided by EDR LightBox, regarding public agency records will be included. Regulatory sites within and surrounding the project area will be mapped within a one-mile radius (as required by the ASTM E 1527-13 search radius requirements). Potentially hazardous materials conditions within the project site will be considered based on the EDR database search. The report will include a summary of the report findings and a discussion of our opinions and conclusions regarding the absence or presence of RECs in connection with the subject site. Documentation supporting the conclusions presented will be appended to the report.

Assumptions & Exclusions: *This task specifically excludes environmental lien searches and chain of title documents. This task also excludes subsurface investigations, Phase II/site characterization, and remediation plans and activities. CONSULTANT assumes that up to two rounds of comments and revisions would occur with client/Caltrans staff.*

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the Draft Phase I ISA Update for client/Caltrans submittal.

Hazardous Waste

Per the Project Report Caltrans approved the ADL Survey Memorandum in December of 2018. It concluded that tested soils do not represent a significant environmental or health hazard with lead concentrations and can be re-used on site as an unregulated soil. As such no further studies are proposed for this phase and this task is excluded.

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Location Hydraulic Study/Summary Floodplain Evaluation Memorandum

CONSULTANT will evaluate the Location Hydraulic Study/Summary Floodplain Evaluation Report (LHS/SFER) prepared for the project to determine if the changes would affect the applicability of the approved LHS/SFER. A qualitative technical memorandum will be prepared that documents the potential changes in the improvements and assesses the applicability of the approved LHS. In addition, the mitigation measures will be evaluated and updated where applicable. Note that It is not anticipated that the LHS will require revision, and that project modifications would not substantively affect hydraulics/floodplain conditions that have been previously analyzed. If the LHS is found to require edits, a separate addendum will be submitted. CONSULTANT assumes that two rounds of comments and revisions would occur with client/Caltrans staff.

Deliverables:

- *CONSULTANT will provide one (1) electronic copy (PDF format) of the final LHS Technical Memorandum to the client/Caltrans.*

Water Quality Technical Memorandum

CONSULTANT will evaluate the Water Quality Assessment Report (WQAR) prepared for the project to determine if the changes would affect the applicability of the approved WQAR. The following current regulations will be part of the evaluation:

- California State Water Resources Control Board's (SWRCB) National Pollutant Discharge Elimination System (NPDES) Statewide Storm Water Permit Waste Discharge Requirements (WDRs) for State of California Department of Transportation (Order No. 2012-0011-DWQ, as amended by Order WQ 2014-0006-EXEC, Order WQ 2014-0077-DWQ, Order WQ 2015-0036-EXEC, and Order WQ 2017-0026-EXEC, NPDES No. CAS000003)
- California State Water Resource Control Board's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2012-0006-DWQ, as amended by Order 2010-0014-DWQ and Order 2012-0006-DWQ)
- Caltrans Standard Environmental Reference documentation

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requirements

- Caltrans Project Planning and Design Guide requirements
- Total Maximum Daily Load requirements, and other mandates

One review of the WQAR will be performed and a technical memorandum will be prepared that documents the WQAR changes. In addition, the mitigation measures will be evaluated and updated where applicable.

CONSULTANT assumes two rounds of review and comments on the technical memorandum.

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the final Water Quality Technical Memorandum to the client/Caltrans.

Noise Technical Memorandum and NADR

CONSULTANT will prepare a Noise Technical Memorandum supporting the design refinements and supplementing the previously prepared Noise Study Report (NSR) and Noise Abatement Decision Report (NADR). The Noise Technical Memorandum will be consistent with guidance established in the Caltrans Environmental Reference. Importantly, CONSULTANT is not proposing supplemental noise monitoring or modeling. If Caltrans requires new noise measurements to be performed, this work would be performed under a separate scope/fee.

The operational analysis will be consistent with the Caltrans Traffic Noise Analysis Protocol (April 2020). Since traffic volumes would not change as part of the project modifications, this analysis will be qualitative. The memorandum will assess the potential for changes in noise levels based on the project modifications. The applicability of noise abatement measures (soundwalls) identified in the previously approved NSR and NADR will be verified based on benefits to receptors, acoustical feasibility, and reasonableness allowances. CONSULTANT believes the construction noise analysis remains valid and the analysis in the NSR will be added to the Noise Technical Memorandum.

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This task includes responding to one round of team comments and two rounds of Caltrans comments.

Assumptions & Exclusions: This task excludes noise monitoring. This task includes responding to one round of team comments and two rounds of Caltrans comments.

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the final Noise Technical Memorandum and one (1) electronic copy (PDF format) of the final NADR to the client/Caltrans.

Air Quality Technical Memorandum

CONSULTANT will prepare a revalidation of the previously approved Air Quality Assessment to demonstrate to Caltrans that the impact area associated with the project has been fully analyzed, and impacts determined to be less than significant. A brief memorandum will be prepared to support the approved technical study and demonstrate the proposed changes would have no additional effects or impacts upon air quality. Since traffic volumes would not change as part of the project modifications, this analysis will be qualitative. If it is determined that quantitative analysis is necessary, this work would be performed under a separate scope/fee.

Assumptions & Exclusions: This task excludes modeling or coordination with the Transportation Conformity Working Group. This task includes responding to up to two (2) rounds of comments.

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the final Air Quality Technical Memorandum to the client/Caltrans.

Visual Impact Assessment Update

CONSULTANT will update the existing Visual Impact Assessment (VIA), dated June 2019, to include the new bridge concept. The updated VIA will only analyze the proposed changes to Build Alternative 6. This task assumes that the existing one-mile viewshed map will be updated to reflect the proposed architectural feature and the existing approved photo

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simulations will be updated to reflect the proposed modifications to Build Alternative 6. A comparative analysis of the Approved Build Alternative 6 to the proposed modifications will be included. CONSULTANT will discuss the resultant visual impacts as a result of the proposed project modifications, and discuss any additional minimization measures, if necessary.

Photo simulations. This scope of work assumes that the existing Key View Photographs used as part of the approved 2019 VIA will be used for the purpose of this revalidation. Additional site photography is excluded from this scope of work. However, should additional photography be requested by the Client, this can be accommodated under a separate scope and fee.

One three-dimensional (3D) computer model will be prepared to reflect the proposed modifications. This scope assumes that only one build option for the new bridge will be simulated. Site topography, paving, and landscape will be modeled at a level of detail that includes curb and gutter drainage swales, fences, and other significant objects. The various objects in the model will also be assigned color and material textures. The rendered subject will be superimposed into a photograph and foreground objects will be masked. This scope of work assumes that the approved 2019 Key Views (1, 2a, 2b, 3, and 4) will be simulated for the project. Should the Client request new Key View Locations to be considered, this can be accommodated under a separate scope and fee.

Viewshed Mapping. CONSULTANT will update the existing viewshed map to include the new bridge feature.

Report Update. CONSULTANT will update the VIA to reflect to proposed project modifications. Graphics will be updated accordingly, and the analysis will be updated to reflect these project changes, compared to the approved Build Alternative 6 previously considered.

Assumptions & Exclusions: *This task includes responding to up to two (2) rounds of comments.*

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the final Visual Resources Technical Memorandum to the client/Caltrans.

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Community Impact Memorandum/Relocation Impact Memorandum Update

CONSULTANT will prepare a revalidation of the previously prepared Community Impact Assessment (CIA) and Relocation Impact Memorandum (RIM). The CIA/RIM memo will evaluate the project modifications in context to land use, consistency with state/regional/local plans, parks/recreation, farmlands, growth, community character, and environmental justice. The RIM analysis will verify that no additional relocations would be required as a result of project refinements.

Assumptions & Exclusions: This task includes responding to up to two (2) rounds of comments.

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the final CIA/RIM Memo to the client/Caltrans.

2.8.2 Regulatory Permitting

CONSULTANT will also provide assistance with the acquisition of regulatory permits through the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW).

Corps Section 404 Pre-Construction Notification

CONSULTANT will prepare a Pre-Construction Notification Package (permit application) for a Corps permit to satisfy the requirements of Section 404 of the Clean Water Act. Based on a review of the 2018 jurisdictional delineation prepared for the project, it is anticipated that authorization to proceed from the Corps can be achieved via Nationwide Permit (NWP) 14 – *Linear Transportation Projects*. The submittal package will include the following items:

- *Application Cover Letter:* The letter will be on CONSULTANT letterhead and introduce the project and define the submittal document.
- *Pre-Construction Notification Form:* The most recent Corps standard form will be utilized. An attachment may be provided so that the complete project description and necessary detail is included. A

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detailed project description for improvements within jurisdictional areas will also be provided.

- *Copy of the Regional Board Application Package:* A copy of the Section 401 Water Quality Certification Application will be included in the Corps' package.
- *Project Figures:* Figures will illustrate key project features. Anticipated figures include: Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs, Jurisdictional Map, and Project Site Plans.
- *Environmental Documentation:* The environmental documentation section of the application package will include the Delineation of Jurisdictional Waters, Biological Resources Assessment Report, and California Environmental Quality Act (CEQA) documentation, as available.

Assumptions & Exclusions: This task includes responding to up to two (2) rounds of comments.

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the final Corps permit package to the client.

Regional Board Section 401 Water Quality Certification Application

CONSULTANT will prepare an application package to the Regional Board for coverage under the existing statewide Water Quality Certification requirements of Section 401 of the Clean Water Act. The certification package is required to ensure State water quality standards have been met. The submittal package will include:

- *Application Cover Letter:* The letter will be on CONSULTANT letterhead and introduce the project and define the submittal document.
- *Section 401 Water Quality Certification Application Form:* The most recent State Board application form will be utilized. An attachment may be provided so that the complete project description and necessary detail is included. A detailed project description for improvements within jurisdictional areas will be included.

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- *Copies of other Applications:* Copies of the Corps Section 404 NWP Pre-Construction Notification and CDFW Section 1602 Lake or Streambed Alteration Agreement (LSAA) Notification will be provided.
- *Best Management Practices (BMP)/Water Quality Design:* The project's BMPs will be described to verify that no water quality impacts will occur.
- *Project Figures:* Figures will illustrate key project features and help clarify written text. Anticipated figures include: Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs, Jurisdictional Map, and Project Site Plans.
- *Environmental Documentation:* CONSULTANT will include copies of the draft CEQA document, Biological Resources Assessment Reports, Jurisdictional Delineation Report, and other relevant technical documents, as available
- Certification application fee (provided by the Client).

Assumptions & Exclusions: This task includes responding to up to two (2) rounds of comments. This task excludes the preparation of a formal alternatives analysis to the Regional Board. If an alternatives analysis is required for processing of the Section 401 Water Quality Certification, work will only proceed under an approved contract augmentation. This task excludes the preparation of a formal Restoration Plan or a Habitat Mitigation and Monitoring Plan (HMMP).

Deliverables:

- CONSULTANT will provide one (1) electronic copy (PDF format) of the final Regional Board permit package to the client.

CDFW Section 1602 Lake or Streambed Alteration Agreement

CDFW jurisdictional areas coincide with the proposed project. Therefore, CONSULTANT will prepare a Lake or Streambed Alteration Agreement (LSAA) Notification, pursuant to the Section 1602 of the CFGC. The LSAA Notification package will include:

- *Notification Cover Letter:* The letter will be on CONSULTANT letterhead and introduce the project and define the submittal

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document.

- *Notification Form:* CONSULTANT will complete the most recent CDFW LSAA Notification Form (DFW 2022) and provide a separate attachment with a written description of all project activities and impacts so that the complete project description and necessary detail is included, as necessary.
- *Project Figures:* Figures will illustrate key project features and help clarify written text. Anticipated figures include: Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs, Jurisdictional Map, and Project Site Plans.
- *Environmental Documentation:* CONSULTANT will include copies of the draft CEQA document, Biological Resources Assessment Report, Jurisdictional Delineation Report, and other relevant technical documents, if available.
- Notification fee (provided by the City).

Assumptions & Exclusions: *This task includes responding to up to two (2) rounds of comments.*

Deliverables:

CONSULTANT will provide one (1) electronic copy (PDF format) of the final CDFW permit package to the City.

Regulatory Approval Processing

CONSULTANT will provide regulatory services during processing of the Section 404 NWP application through the Corps, Section 401 Water Quality Certification application through the State Board, and the Section 1602 LSAA through the CDFW. Support during permit processing will include as needed correspondence or telephone calls between the reviewing staff related to the permit applications or points of clarification. Typically, responses to agency comments are provided via email and telephone; however, this task includes two (2) rounds of formal (written submittal) response to comments per each application package. This task will be billed on a not-to-exceed time and materials basis. CONSULTANT will prepare a master coordination tracking log documenting submittals and status review. The tracking log will also include call logs and electronic communication with agency reviewers. Finally, an electronic Permit Summary Report will be submitted to the Client once the agency approvals are obtained.

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Assumptions and Exclusions: This task includes one (1) pre-application field meeting with the regulatory agencies.

Deliverables:

- One (1) copy Approved Jurisdictional Permits & correspondence in PDF format to the client for file.

2.9 - Structure Conceptual Design and Advance Planning Study (APS)

The Advance Planning Study (APS) for replacement of existing WLC Parkway Overcrossing was previously submitted to Caltrans in June of 2015 and was subsequently approved by Caltrans Office of Special Funded Projects (OSFP) in August of 2015. The bridge concept used in the 2015 planning study consisted of a 2-span cast-in-place post-tensioned concrete box girder structure spanning the SR-60. The planning study assumed a single bridge concept for carrying the vehicular traffic lanes, a pedestrian pathway and a bicyclist lane.

Upon further discussions with the project team in 2022, the CONSULTANT was directed to evaluate a different concept consisting of three parallel bridge structures and two different bridge types as the preferred alternative for the replacement of the existing WLC Parkway Overcrossing. Replacement structures to be considered will include twin vehicular prestressed concrete bridges to carry the traffic lanes on WLC Pkwy and a cable-stayed bridge to carry the pedestrian and bicyclist traffic. It is anticipated that a revised Advance Planning Study will need to be prepared and submitted to Caltrans OSFP for re-approval due to the changes in bridge geometry, structure scope of work and construction cost estimates.

Prior to developing the Advance Planning Study, the CONSULTANT will perform a conceptual level preliminary evaluation to determine the feasibility and define the project constraints and geometry for the 3-parallel bridge concept in relation to the adjacent roadway improvements including the roundabouts. Once the bridge and roadway geometry are defined and feasibility is confirmed, the CONSULTANT will prepare the APS package for the preferred bridge alternative using Caltrans guidelines.

In addition to bridges described above, there are also new structures identified since the last APS approval by Caltrans. Our team has identified two segments of non-standard retaining walls at north and south sides of the bridge approaches in addition to two pedestrian-bicyclist underpasses (UPs). A separate advance planning study will be prepared for non-standard retaining walls and pedestrian

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UPs combined in one document. Non-standard retaining walls with a “U-shaped” (channel type) cross section are anticipated between the bridge approaches and adjacent roundabouts to support the pedestrian-bike path. These walls will connect to a pedestrian underpass near each roundabout to carry the pedestrian-bike path under the WLC Parkway and connect to the pedestrian-bike path on the east side of interchange. Pedestrian UPs are anticipated to be made of single cell reinforced concrete box units.

The advance planning study (APS) will include one plan sheet (General Plan) per selected bridge or structure type showing the basic structure layout details and cost estimate. The APS will be prepared in accordance with the most current Caltrans guidelines, including, but not limited to: Bridge Design Memos, Bridge Memos to Designers, Structure Technical Policies, Seismic Design Criteria and California Amendments to AASHTO LRFD Bridge Design Specifications.

Deliverables:

- Advance Planning Study for Bridges
- Advance Planning Study for Non-Standard Retaining Walls and Pedestrian Underpasses
- Advance Planning Study Checklists
- Structure Preliminary Foundation Report (Provided by Others)

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2.10 - Structure Type Selection Meeting, Complex Bridge Peer Review and Approval

2.10.1 - Structures Type Selection & Meeting

Following is the list of structures identified within the project limits. A Type Selection Report will be prepared for bridges and non-standard walls as listed in the table below:

List of Structures in the Project	Type Selection Needed
Twin Vehicular Bridges over SR 60	Yes
Cable Stayed Pedestrian Bridge over SR 60	Yes
Non-Standard Retaining Walls at north & south bridge approaches	Yes
Non-Standard Retaining Wall at SR 60 EB Off-Ramp	Yes
Pedestrian RCB Underpasses (2 Locations)	Yes

CONSULTANT will prepare a Structure Type Selection Report for the replacement of the existing WLC Parkway Overcrossing (Br. No. 56-488) and will request a type selection meeting from Caltrans to obtain approval of the selected structure types. Based on the PR and initial discussions, it is anticipated that the replacement for the existing WLC Pkwy overcrossing will consist of three parallel bridge structures as described in the previous section. CONSULTANT will prepare two (2) Type Selection Reports for submittal to Caltrans considering the different design characteristics and construction requirements between the cable stayed bridge and the twin concrete bridges. This action will help facilitate review and approval times by Caltrans. One Type Selection Report will be prepared for the twin vehicular bridges and a separate Type Selection Report will be prepared for the cable-stayed pedestrian-bicyclist bridge.

The Type Selection Reports will comply with the most current Caltrans guidelines, including, but not limited to: Bridge Design Memos, Bridge Memos to Designers, Structure Technical Policies, Seismic Design Criteria, California Amendments to AASHTO LRFD Bridge Design Specifications. The Type Selection Reports will include a discussion of structure types, foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and staging. In addition, CONSULTANT shall develop General Plan construction cost estimates. Design and construction issues will be identified in the Type

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Selection process and will be discussed and coordinated with CITY and Caltrans. CONSULTANT shall submit WLC Parkway OC (Replace) Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval.

CONSULTANT will prepare 3D Renderings of the final bridge concept. Renderings will include full length elevation views of concrete and cable-stayed bridges including the surrounding landscape and section (partial) views of the bridge columns and abutments. Cables will be parallel to each other and are connected to the tower at different heights. Forestay cables will be in one plane anchored at centerline of bridge deck. Backstay cables will be in two planes anchored into the north embankment behind the tower. Concrete vehicular bridges will be in a shape of single or multi-cell box girders with concrete overhangs. Columns for concrete bridges are anticipated to have a “V” or “Y” shape appearance. Architectural features for bridges are subject to final approval by the CITY, Caltrans, and other stakeholders.

CONSULTANT will prepare a separate Type Selection Report for non-standard retaining walls and pedestrian-bicyclist underpasses identified in the table above. Per the Structures Preliminary Geotechnical Report (SPGR) included in the 2015 Advance Planning Study, the peak ground acceleration (PGA) for the Acceleration Response Spectrum (ARS) at the site is 0.86g. This value is higher than the standard PGA of 0.6g considered for Caltrans standard retaining walls; therefore, a non-standard design will be applicable to retaining walls within the project limits where PGA exceeds 0.6g.

A Type Selection Meeting will be scheduled a minimum of 2 weeks following the receipt of each Type Selection Report by Caltrans. CONSULTANT will schedule and attend the Type Selection review meetings with Caltrans Headquarters to finalize structure and foundation types, seismic design, aesthetics, maintenance and construction issues for WLC Parkway OC (Replace). After each type selection meeting, CONSULTANT will summarize and submit meeting proceedings to the liaison CONSULTANT for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

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Deliverables:

- Type Selection Report (one report for twin vehicular bridges and one report for pedestrian-bicyclist bridge)
- 3D Renderings of Selected Structure Type for Bridges
- Type Selection Report for Non-Standard Retaining Walls and Pedestrian UPs
- Preliminary Foundation Report (Provided by Others)
- Type Selection Meeting Summary

2.10.2 - Peer Review for Complex Bridge Design (Pedestrian Cable Stay Bridge)

Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guides, dated April 2022, requires the local sponsoring agency for Complex Bridge projects to retain a Peer Review Panel (PRP) for the purpose of technical review of design documents. Michael Baker will provide a team of up to 3 experts experienced in design and construction of cable stayed bridges to form the peer review panel for the WLC cable-stayed pedestrian and bicyclist bridge.

Following criteria will apply to the PRP:

- PRP members shall not be part of the design or independent check teams.
- PRP will be comprised of up to 3 members that are experts with relevant and extensive design, construction and operations experience relevant to cable stayed bridge structures.
- PRP members will be approved by Caltrans OSFP prior to engaging in the project.

PRP members will have the following responsibilities:

- Review the Project Specific Design Criteria (PSDC), Type Selection Package and PS&E Submittals.
- Provide assistance to the design team addressing complex technical issues and provide advice on analytical methodology relevant to cable stayed bridge design and construction.
- Provide comments and recommendations on the PSDC, the Type Selection Report, the 65% Unchecked Details and 95% PS&E Submittals.

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- Develop a draft and final report noting their recommendations for review by Caltrans OSFP and the City. A Draft Report will be prepared by PRP at 95% PS&E followed by a Final Report at 100% PS&E.

Deliverables:

- Comments and Recommendations on PSDC, Type Selection Report and 65% Unchecked Details
- Draft PRP Report 95% PSE Submittal
- Final PRP Report 100% PSE Submittal

2.11 UTILITIES (a portion of task 2.11.6 to be Future Scope-Optional Task)

CONSULTANT will coordinate and work closely with the CITY, Caltrans, other consultants, and the utility companies to determine the need to relocate impacted utility facilities. CONSULTANT and CITY shall comply with Caltrans utility coordination procedures, as outlined in Chapter 13 of the Caltrans Right-of-Way Manual.

It is assumed the utility companies will perform relocation concept and final design for their own facilities. CONSULTANT will review utility company prepared relocation plans for general consistency with the interchange and freeway improvement plans.

CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. Plans for any extension of utility service facilities up to the designated service point of connection will be prepared by the utility company. Any necessary or permanent utility relocation plans are excluded from this scope.

CONSULTANT will coordinate and attend up to ten (10) project coordination meetings with Caltrans, CITY and utility companies.

Under a separate contract, CONSULTANT to prepare the following utility items:

- A pothole location map will be prepared. Up to 10 utility potholes will be collected by a separate subconsultant contractor to positively identify affected underground utility lines. Utilities that may require utility potholing include an underground EMWD water line and Verizon fiber optic cabling at the northern end of the project near Ironwood Ave.

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- CONSULTANT will coordinate with the utility owners and survey the potholed locations of the utilities (horizontal location and vertical elevation). Potholed locations will be shown on the Utility Plans.

CONSULTANT to prepare utility record drawing request letters under the City's letterhead for the City to mail to the affected utility owners and to verify utility maps.

CONSULTANT will prepare Utility Plans per Caltrans requirements and develop and maintain a utility conflict matrix identifying all utility conflicts with the project. The utility conflict matrix will be provided to the CITY and Caltrans right of way utilities unit.

CONSULTANT will verify utility facilities shown as part of the Project Report (PA/ED) documents against record mapping provided to the CONSULTANT in this phase.

Utility Impacts and Relocation

CONSULTANT will obtain service from sub-consultant Utility Specialists, Inc. for dry utility relocations and coordination. This will include meeting attendance, progress reports and utility resolution for issues such as regulatory issues, tariff disputes, electric, gas, telephone and Cable TV conflicts and system constraints. Subconsultant will coordinate designs for the relocation of SCE Transmission and Distribution lines, and/or conversion of existing facilities in conflict with the new bridge crossing State Route 60 and WLC Pkwy improvements. These facilities consist of (1) circuit of SCE 115kV Transmission and (1) circuit of 12kV SCE Distribution and other utilities connected to overhead power poles. The scope includes the necessary WO's work orders per utility to clear the conflicts associated with the bridge construction.

An existing EMWD waterline exists within the project limits, but it is assumed this line will remain in place and will not be relocated or removed as part of this scope.

It is assumed that the CITY will provide the prior rights determination for all utilities and will also prepare (as required) a Utility Relocation Agreement (URA) and Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA) for each utility relocation within state or City right-of-way in accordance with Caltrans requirements. CITY will also be responsible for all negotiations with the utility companies for cost responsibility, notices to relocate and processing the URA's/JUA's/CCUA's for approval.

2.12 CONCEPTUAL LANDSCAPE AND STRUCTURE AESTHETICS PLAN (Completed under Separate Contract)

CONSULTANT will prepare a concept landscape plan at a scale of 1"=50' depicting planned replacement planting disturbed by the grading within the construction limits. This task will also include research and investigation of existing features, field review, attendance at landscape concept coordination meetings, and preliminary cost estimate preparation. The primary purpose of this task will be to establish general landscape parameters for purposes of designing the backbone irrigation system to be constructed by construction contract. This Planting and Irrigation System will be included in the PS&E package.

CONSULTANT will also prepare conceptual aesthetic treatment plan for retaining walls and structures (note that soundwalls are not anticipated for this project).

Deliverables:

- Concept Landscape Plan
- Conceptual Aesthetics Treatment Plan

2.13 - Preliminary Right-of-Way Constraint Mapping (Tasks 1,3,4, and 5 Completed under Separate Contract)

CONSULTANT will be responsible for preparing legal descriptions and exhibits.

CONSULTANT will provide information to CITY relative to the right-of-way needs and impacts for the project for the appraisal and acquisition process.

Assumptions:

CONSULTANT will obtain Preliminary Property Title Reports (PTR), prepare all deeds, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds and Plans. CONSULTANT will prepare all legal descriptions and exhibits.

2.13-1 Perform Record Data Search

Search ownership of impacted properties, analyze ownership deeds, field notes, and survey maps contained in State, County, and City files. Prepare Record Calculations as necessary.

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2.13-2 Obtain Preliminary Title Reports

Working with our sub-consultant OPC, CONSULTANT will order and review applicable title work through Commonwealth Title to make sure there are not any encumbrances that cannot be removed administratively by the title company. Any parcels with items that cannot be removed by the title company may have to be prioritized for court action to receive clear title. After _____ that, _____ CONSULTANT _____ will:

1. Secure vesting deeds, property profile, and tax map for each property.
2. Secure preliminary title reports with plotted easements for each property which will remain valid for a minimum of six (6) months or until there is a change in ownership.
3. Secure copies of recorded back-up documents as needed.
4. Share preliminary title information with Project Team as appropriate

2.13-3 (This item intentionally left blank)

2.13-4 (This item intentionally left blank)

2.13-5 (This item intentionally left blank)

2.14 - Preliminary Cost Estimate

CONSULTANT will prepare a preliminary cost estimate of the anticipated improvements commensurate with the GAD level design.

Deliverables:

- Preliminary Cost Estimate

2.15 - Value Analysis Study

This project meets federal regulatory thresholds that require a Value Analysis (VA) study be performed. CONSULTANT will perform a VA study to comply with the Caltrans VA methodology as outlined in Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and as detailed in the latest Caltrans VA Team Guide, Report Guide, and the Caltrans VA Activity Chart. The VA study will identify and evaluate alternative project solutions and provide recommendations to decision-makers in a Final VA Study Report. To perform this work, this task includes the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team

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leader to lead the VA study in accordance with Caltrans value methodology.

- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this Task Order.
- Ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed, and distributed.
- Develop the Draft VA Study Charter (Attachments A, B, and C per the Caltrans Team Guide).
- Prepare a list of VA study participants and organize a VA study team.
- Conduct a pre-study meeting via teleconference no later than the week prior to the start of the study.
- Facilitate the VA study virtually over a three (3) day period.
- Complete a Preliminary VA Study Report with input of the VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
 - Prepare the VA report distribution list.
 - Submit the Preliminary VA Study Report as an electronic copy; no more than 2 weeks following Initial VA Presentation, as specified in the report distribution list.
- Coordinate responses to the Preliminary VA Study Report and prepare for an implementation meeting to resolve the disposition of the VA alternatives and finalize the VA study costs, performance, and value indices.
- Submit a Final VA Study Report as specified in Caltrans VA Report Guide – Third Edition, no more than 3 weeks following Final VA Presentation / Implementation Meeting. Final VA Study Report will be an electronic copy in PDF format.
- Provide Caltrans HQ VA Program Manager electronic copies of the Preliminary and Final VA Study Reports so they can be included in their annual reports to FHWA.

Deliverables:

- Preliminary VA Study Report
- Final VA Study Report

3. TASK 3 – DRAFT PS&E (65%) SUBMITTAL (Future Scope- Optional Task)

3.1 Draft Roadway Design Plans

CONSULTANT will incorporate all reviewing agency comments from the 35% GAD submittal into the roadway plans and estimates. Where it is not possible or desirable to incorporate certain comments, CONSULTANT will provide an explanation. Electronic copies will be included with the 65% submittal.

CONSULTANT will also submit plans for Caltrans Safety Review and participate in the safety review/disposition meeting. CONSULTANT will provide status of incorporation of plan and specification features in accordance with the Environmental Commitments Record.

CONSULTANT will prepare drainage plans, profiles, and quantities based on the drainage report.

The CONSULTANT will develop Stage Construction, Traffic Handling, Construction Area Sign Plans, and Detour Plans will include construction detour routes.

CONSULTANT will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

CONSULTANT will prepare Sign Plans to show existing and proposed new signs. The plans will include sign details and quantity sheets. Overhead sign structures shall be designed based on the locations shown on the 35% Sign Concept Strip Maps.

CONSULTANT will prepare plans for safety lighting (Caltrans and Cities), traffic signal, ramp metering, traffic monitoring stations, CCTV and communication systems. CONSULTANT will coordinate with Caltrans to ensure that ramp meter and electrical designs will accommodate future traffic monitoring features within the project limits. Freeway Lighting shall be designed based on the locations shown on the 35% Lighting Concept Strip Maps.

CONSULTANT will identify and prepare plans for temporary highway lighting and temporary/staged electrical/communication systems (e.g. ramp metering, traffic monitoring stations, CCTV, changeable message signs and fiber optic communication) that maintain existing highway safety lighting and maintain the communication of traffic information to the Traffic Management Center

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throughout all stages of construction. Temporary traffic signal plans will be prepared if the stage construction/traffic handling significantly affects the traffic movements through the intersection, or if a temporary detour route warrants a temporary traffic signal.

CONSULTANT will prepare planting and irrigation plans to include replacement planting and irrigation in those landscaped areas disturbed by construction. Specimen trees will replace any mature trees that are removed by the project. The determination of the size and quantity of the replacement trees will be by the District 8 Landscape Architect. If it is determined that the cost for highway planting and irrigation will exceed \$200,000, a separate highway planting contract for construction will be required. The contract documents will include all that is needed for a standalone PS&E for Caltrans to bid the highway planting as a separate contract.

CONSULTANT will prepare Erosion Control and Maintain Existing Highway Planting Plans, and Irrigation Plans for the appropriate permanent backbone irrigation system and temporary irrigation systems for the Highway construction contract.

CONSULTANT will prepare and update the utility conflict maps as a result of the coordination, reviews and potholing done during the 35% PS&E. Again, it is assumed the utility companies will perform relocation design for their own facilities.

The following 65% roadway package design plan sheets prepared by the CONSULTANT are anticipated to be submitted at this stage:

Sheet Title	Sheet Count
Title Sheet	1
Typical Cross Sections	15
Key Map and Line Index	4
Layout Plans	12
Removal Plans	12
Profiles/Superelevation Diagrams	24
Construction Details	42
Contour Grading	12
Temporary WPCP Plans	14
Drainage Plans	12

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Sheet Title	Sheet Count
Drainage Profiles	12
Drainage Details	8
Temporary Drainage Plans	12
Drainage Quantities	7
Final Utility Plans	3
Stage Construction/Traffic Handling Plans (Including Index Plans)	72
Motorist Information Plans	15
Construction Area Signs	2
Pavement Delineation Plans/Details/Quantities	28
Sign Plans/Details/Quantities	41
Summary of Quantities	5
Retaining Wall (Standard Design)	2
Irrigation Removal/Temporary Irrigation Plans	12
Irrigation Plans	12
Highway Planting Plans	15
Irrigation Sprinkler Schedule, Details and Quantities	17
Planting Legend, Details and Quantities	4
Electrical - Traffic Signal	14
Electrical - Lighting (Stage Construction)	32
Electrical - Lighting and Sign Illumination	24
Electrical - Temporary Traffic Signal	10
Electrical - Ramp Metering (By Stage)	7
Electrical - Ramp Metering	4
Electrical - Temporary Communication System	8
Electrical - Communication System	16
Total	530

3.2 Roadway Draft Reports

3.2.1 Update Storm Water Data Report (SWDR)

In accordance with current Caltrans Project Planning and Design Guide, a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. Specific objectives of the SWDR include:

- Define storm water quality issues and pollutants of concern.
- Form the Project Development Team (PDT), including the District/Regional National Pollutant Discharge
- Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- Develop a list of potentially feasible permanent storm water Design Pollution Prevention and
- Treatment Best Management Practices (BMPs) to be evaluated during project design.
- Document storm water design decisions made regarding project compliance with the NPDES permit.
- Develop the preliminary costs for BMPs.
- Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- Address mandates associated with TMDLs/303(d) impaired waterbodies
- Construction Risk Level Determination and RUSLE2 Analysis
- Program the project construction costs.

Caltrans storm water evaluation forms will be included to ensure that the proper evaluation process is used for the consideration of treatment best management practices (BMPs). The methods and calculations that will be used to size and design treatment BMPs will be in accordance with Caltrans Storm Water Quality Handbook.

3.2.2 Drainage Report

CONSULTANT will prepare a drainage study to address the existing drainage condition and the proposed mitigation and design. This study shall consider both onsite and offsite systems to estimate the size and cost of needed cross-culverts.

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Study findings shall be summarized in a Project Drainage Report (PDR). A draft version of the PDR will be submitted to the CITY and Caltrans at the 65% milestone. The draft version of the PDR will be finalized upon completion of the 100% PS&E. The PDR will also support the Bridge Type Selection Report.

Transportation Management Plan (TMP)

The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction.

The CONSULTANT will develop a traffic management plan (TMP) that includes elements specific to the project. The TMP addresses traffic detours and traffic operations during the construction phase. The TMP will be coordinated with the impacted cities, Caltrans, and other stakeholders, including the California Highway Patrol. Traffic studies conducted as part of the final environmental document process will be reviewed in advance of developing the TMP to ensure that any specified mitigation is incorporated.

Deliverables:

- Draft and Final versions of the TMP Report

3.3 RIGHT-OF-WAY (R/W) ENGINEERING SERVICES (note that items 3.3.4-3.3.9 are Future Scope- Optional)

R/W Engineering Services will be required as described in the sections below.

3.3-1 Land Net Recovery and Field Ties

Field and related survey effort necessary to search, recover, describe, and tie-in controlling land survey monuments. (See "State R/W Boundary Establishment")

3.3-2 Right-of-Way Requirements Map

CONSULTANT shall prepare one set of Right of Way Requirement Exhibits depicting acquisition parcels, which will be based on the right of way needs as provided by the design team. Right-of-way requirements may include the need for new right-of-way, permanent easements, slope easements, and temporary construction easements; and will be stamped and signed by the CONSULTANT. All parcels will be identified by the ownership and nature of the acquisition. Areas of the acquisition parcels will be tabulated, but dimension data will not show on

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these exhibits.

Deliverables:

- Right-of-Way Requirements Map (PD-26)
- Exhibits for approximately thirty-five (35) individual parcels impacted by the project

3.3-3 "Before Condition" Record of Survey

This activity is required by the Professional Land Surveyors Act and involves the production and filing of the "Before Condition" Record of Survey.

3.3-4 Prepare Appraisal Maps

CONSULTANT will prepare Appraisal Maps at 1"=50' scale to facilitate the partial acquisition of approximately sixty-one (61) parcels necessary for the construction of the project. The Appraisal Map will cover the area sufficient to fully depict only the acquisition parcels and shall be prepared in conformance with the Caltrans Right-of-Way Manual.

Deliverables:

- Appraisal Map for thirty-five (35) parcels

3.3-5 Legal Descriptions and Exhibits

Prepare property acquisition documents. The documents include deeds (deed jackets, legal descriptions, and plat maps) for permanent rights and temporary construction easements.

Prepare deeds for the conveyance of R/W to Caltrans, public entities and utility companies for the closeout of the project.

Consultant shall prepare metes and bounds legal descriptions and exhibit plats for permanent right of way acquisitions and temporary construction easements (TCE) for the project. Up to 61 parcels have been quantified for this task.

3.3-6 Prepare Parcel Files

For each impacted property, prepare a parcel file.

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3.3-7 Appraisals and Acquisitions

Based on identified right-of-way requirements identified in the tasks above, the following tasks will be undertaken to complete property appraisals and acquisitions.

Fee Appraisal and Review

CONSULTANT will appraise approximately 20 legal larger parcels as a minimum based on on-site inspections, a review of title information, property improvements that could affect value, and correlating market research. The appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal report.

Acquisition Services- Fee Owner

Following Client approval of just compensation, CONSULTANT will present the Client's written purchase offer to the owners and/or owner's representative. Negotiations will involve an interactive, face-to-face discussion (when possible) with each property owner about subject property; explanation of the project and its impacts to the property; explanation of the valuation process and how the value was concluded; and answer any questions or concerns the owner may have.

Once an agreement is reached, CONSULTANT will submit the appropriate executed documents to the Client for approval; including letters of recommendation with supporting documentation if an administrative settlement is being recommended.

Escrow Coordination Services

OPC in-house escrow officers will coordinate with the escrow company to clear title items, secure execution of deeds, request escrow funds, secure reconveyances or subordination instruments, closing items and securing title insurance policies.

Right of Way Certification

For certification, OPC will:

1. Attend certification planning meeting with the Local Assistance Coordinator and Project team.
2. Ensure appraisal maps/right of way maps and legal descriptions are all provided.
3. Ensure that all interests necessary for the Project have been secured and

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all relocation activities have been performed in compliance with applicable law and regulations.

4. Prepare certification forms in coordination with engineer and Client to include the compilation of all necessary back-up documents required, including; acquisition file final documents, deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
5. Attend pre- and post-audit submittal meetings.

3.3-8 Final Right of Way Map

Consultant shall prepare a final right of way map at 1"=50' scale to facilitate acquisition parcels and properties. The right of way maps shall be prepared in conformance with the Caltrans Right of Way Manual.

3.3-9 Post-Construction Record of Survey

Upon substantial completion of construction, Consultant will establish final monuments, in accordance with the Caltrans Survey Manual, for all angle points and points of curvature, along the new right of way of three partial fee acquisitions for this project. Any pre-existing monuments destroyed by construction activities will be reestablished in their original location from ties documented on the pre-construction Record of Survey.

Deliverables:

- A total of ten (10) final survey monuments are estimated for this task.

Post-Construction Record of Survey

This activity is required by the Professional Land Surveyors Act and includes:

- Preparation of a Record of Survey Map depicting found and set survey monumentation necessary to perpetuate survey control established pre-construction, and to document final monumentation of the new fee parcel acquisitions.
- Processing of the Record of Survey Map with the County of Riverside for recordation.

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3.4 Structure 65% Unchecked Details

CONSULTANT will prepare structure plans and details for the three (3) bridges, non-standard retaining walls and the two (2) pedestrian-bicyclist underpasses identified within the project limits. Structure design will be in accordance with AASHTO LRFD Bridge Design Specifications with California Amendments, Caltrans Seismic Design Criteria, Bridge Memos to Designers, Structure Technical Policies, and Bridge Design Details. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

This scope is developed with the understanding that the bridge types to replace the existing WLC Parkway overcrossing are anticipated to include twin parallel cast-in-place post-tensioned box girder bridges for vehicular traffic lanes and a cable-stayed pedestrian bridge for pedestrian-bicyclist traffic. Non-standard retaining walls consist of semi-gravity cantilevered walls at SR-60 EB off-ramp and U-shaped cast-in-place concrete cantilever walls at the bridge approaches connecting to pedestrian underpasses. The assumed structure type for the pedestrian UPs will be a reinforced concrete box installed in a cut and cover condition below the roadway.

The following structural plan sheets prepared by the CONSULTANT are anticipated for the twin vehicular bridges over SR 60:

Sheet Title	Sheet Count
General Plan	2
Index to Plans	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	2
Abutment Details	4
Bent Layout	2
Bent Details	6
Typical Section	2
Girder Layout	2
Girder Details	3
Girder Reinforcement	2
Architectural Details	2
Deck Drain Layout	1
Miscellaneous Details	1
Structure Approach Type N	1
Structure Approach Drainage Details	1

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Sheet Title	Sheet Count
Slope Paving Details	1
Strip Joint Seal Assembly	1
Bridge Mounted Sign Details	2
Log of Test Borings	6
Total Number of Sheets	44

The following structural plan sheets prepared by the CONSULTANT are anticipated for the cable-stayed pedestrian-bicyclist bridge over SR 60:

Sheet Title	Sheet Count
General Plan	2
Bridge Erection Sequence	1
Tower Pour Sequence	1
Index to Plans	1
General Notes	1
Foundation Plan	1
Deck Contours	1
Abutment Layout	2
Abutment Details	4
Tower Geometry	1
Tower Details	2
Tower Foundation	1
Tower Foundation Details	1
Tower Cable Anchorage Geometry	3
Tower Cable Anchorage Details	2
Bent Layout	1
Bent Details	3
Typical Section	1
Framing Plan	1
Girder Elevations	1
Floorbeam Elevations	1
Girder Details No. 1	3
Stay Cable Layout	1
Cable Anchorage Details	1
Stay Cable Data	1

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Sheet Title	Sheet Count
Stay Cable Geometry	1
Deck Layout	1
Deck Details	2
Expansion Joint Details	1
Bearing Details	2
Approach Slab	1
Pedestrian Rail Details	3
Deck Drain Layout	1
Slope Paving Details	1
Miscellaneous Details	1
Log of Test Borings	6
Total Number of Sheets	58

The following structural plan sheets prepared by the CONSULTANT are anticipated for the non-standard retaining walls and the pedestrian-bicyclist underpasses:

Non-Standard Retaining Walls

Sheet Title	Sheet Count
General Plan	6
Retaining Wall Details	5
Architectural Treatment Details	3
Drainage Details	3
Log of Test Borings	4
Total Number of Sheets	21

Reinforced Concrete Box UPs

Sheet Title	Sheet Count
General Plan	2
Typical Section	2
Structure Details	2
Miscellaneous Details	2
Log of Test Borings	2
Total Number of Sheets	10

Deliverables:

- 65% Structure Plans for Bridges (Unchecked Details)
- 65% Structure Plans for Non-Standard Retaining Walls and Pedestrian UPs (Unchecked Details)
- Draft Foundation Report (Provided by Others)

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3.5 SPECIAL PROVISIONS (Future Scope- Optional)

CONSULTANT will prepare 65% level unedited special provisions for the construction of the roadway improvements through editing of the current Caltrans Standard Special Provisions (SSP's) in accordance with Caltrans' Ready-To-List Guide for WLC Pkwy Interchange. The technical special provisions will be prepared by a California licensed civil Engineer for incorporation into the construction bid documents for the overall project.

The following technical unedited special provisions will be provided:

- 230.35.05 Roadway Specifications
- 230.35.10 Highway Planting Specifications
- 230.35.15 Traffic Specifications
- 230.35.20 Electrical Specifications
- 230.35.25 Utility Specifications
- 230.35.30 Drainage Specifications

Deliverables:

- 65% Roadway Specifications
- 65% Highway Planting Specifications
- 65% Traffic Specifications
- 65% Stage Construction/Traffic Handling Specifications
- 65% Electrical Specifications
- 65% Utility Specifications
- 65% Drainage Specifications

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3.6 COST ESTIMATES

CONSULTANT will prepare 65% level quantity calculations and final construction cost estimates in accordance with Caltrans requirements utilizing the current edition of Caltrans Contract Cost Data book, recent construction bid data and in BEES format for WLC Pkwy Interchange. Engineer's cost estimates will be prepared at each submittal stage.

The following quantities and estimates will be provided:

- Roadway Quantities and Estimates
- Highway Planting Quantities and Estimates
- Drainage Quantities and Estimates
- Traffic Quantities and Estimates
- Electrical Quantities and Estimates
- Utility Quantities and Estimates

Deliverables:

- 65% Roadway Quantities and Estimates
- 65% Highway Planting Quantities and Estimates
- 65% Drainage Quantities and Estimates
- 65% Traffic Quantities and Estimates
- 65% Traffic Handling Quantities and Estimates
- 65% Electrical Quantities and Estimates
- 65% Utility Quantities and Estimates

TASK 4 – PS&E (95%) SUBMITTAL (Future Scope- Optional)

4.1 Roadway Plans

This submittal will include comments, reviews, coordination efforts, and updated information. CONSULTANT will update all Roadway Plans and will provide Quantity Sheets with updated Special Provisions and BEES estimate. Any Revised and/or New Standard Plans developed by Caltrans shall be included with CONSULTANT's Roadway Plan submittal. Response and resolution of all review comments for each deliverable from 65% submittal will take place prior to 95% submittal. All roadway quantities shall be independently checked, and all issues raised by independent quantity checker(s) will be resolved prior to the submittal. The estimate will reflect checked and resolved quantities.

CONSULTANT shall review unit price cost assumptions which comprise project cost estimate with City. Any discrepancies in unit price costs between City and CONSULTANT shall be resolved through a joint review meeting.

Deliverables:

- 95 percent Roadway PS&E – 10 sets plus two electronic copies
- 95 Percent Quantities and Independent Check Calculations – 2 sets

4.2 STRUCTURE 95% PLANS, SPECIFICATIONS & ESTIMATE (INITIAL PS&E)

CONSULTANT will update the Structure Plans based on comments received from reviews provided by Caltrans and the CITY on the 65% Unchecked Details structure submittals.

For the bridges and non-standard structures listed in the scope of work, an Independent Check design will be performed by the CONSULTANT. Any significant differences between the initial design and the independent check will be resolved between designer and checker until substantial agreement on the final design is achieved. Required changes will be made to the design and construction documents. CONSULTANT will submit the checked PS&E documents for review.

CONSULTANT will prepare Structure Special Provisions (SSP's) for bridges and non-standard structures in conformance with the Caltrans Ready to List and Construction Contract Award Guide (RTL GUIDE), Standard Plans, and Standard Specifications. CONSULTANT shall also prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the Caltrans Standard Special Provisions. CONSULTANT will provide a peer review of Structure Special Provisions.

CONSULTANT will prepare quantity calculations for each bridge, non-standard retaining walls and pedestrian UPs, following Caltrans construction bid items identified by the structures special provisions. CONSULTANT will prepare an independent set of quantity calculations. The two sets will be reconciled by the respective CONSULTANTS and the resulting item quantities will be summarized. Based on the final quantities, the construction cost estimates will be updated for each bridge.

Deliverables:

Initial PS&E package will be prepared for the three structure groups included in the scope of work: 1) Twin Vehicular Bridges, 2) Cable Stayed Pedestrian Bridge and 3) Non-Standard Retaining Walls and Pedestrian UPs

- 95% Structure Plans (Initial PS&E)
- Structure Design Calculations (Initial PS&E)
- Structure Independent Check Calculations (Initial PS&E)
- Structure Special Provisions
- Structure Quantities & CONSULTANT's Estimate

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- Final Foundation Report (Provided by Others)

4.3 Construction Schedule

CONSULTANT will update the Critical Path Method (CPM) project schedule for construction milestones in consultation with Caltrans and the City. This schedule will be based on estimated working days for project construction.

Deliverables:

- CPM Schedule Printout and electronic copy

4.4 Utility and R/W Update

CONSULTANT will verify and update utility and R/W engineering data.

Deliverables:

- Report containing all updated utility and R/W engineering data with changes clearly identified

4.5 Update SWDR

CONSULTANT will update the Storm Water Data Report (SWDR) and water pollution control plans based on comments received from Caltrans.

Deliverables:

- Final SWDR
- Updated Water Pollution Control Plans

4.6 Planting and Irrigation Plans

CONSULTANT shall update planting and irrigation plans based on 65% comments to include replacement planting and irrigation in those landscaped areas disturbed by construction.

Specimen trees will replace any mature trees that are removed by the project. The determination of the size and quantity of the replacement trees will be by the District 8 Landscape Architect.

Deliverables:

- Highway Planting and Irrigation PS&E

4.7 Environmental Commitment Record (ECR)

CONSULTANT shall update the ECR based on changes during final design provided by the project engineer and ensure that all measures are incorporated

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in the final PS&E package. If there are any changes to the project design, appropriate environmental revalidation shall be prepared pursuant to NEPA and CEQA requirements.

Deliverables:

- Environmental commitment tracking system
- Updated ECR
- Draft and Final report on project compliance

4.8 Update TMP

CONSULTANT will update the TMP based on comments received from Caltrans during the initial submittal.

Deliverables:

- Transportation Management Plan – electronic format

5. TASK 5 – FINAL PS&E (100 PERCENT) SUBMITTAL (Future Scope- Optional)

5.1 Roadway Plans, Structure Plans, Special Provisions, Cost Estimates, and Working Day Schedules

CONSULTANT will submit the Final PS&E package to Caltrans District Office Engineer and Office of Special Funded Projects (OSFP) for final approval. CONSULTANT will also submit final plans for Caltrans Safety Review and participate in the safety review/disposition meeting. CONSULTANT will provide status of incorporation of plan specifications features in accordance with the Environmental Commitments Record. The submittal will incorporate review comments from all involved agencies and include all completed forms in the Construction Contract Development (CCD) Guide.

Deliverables:

- Final Roadway PS&E – 10 sets and 2 electronic files
- Final Quantities and Independent Check Calculations – 2 sets
- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans – 4 sets; Cost estimates – 2 copies
- Working day schedules – 2 copies

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- Original/checked quantity calculations – 2 copies

Deliverables to Office of Special Funded Projects (OSFP):

- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans, reduced size – 4 sets

In addition, CONSULTANT will provide electronic version of all plans, special provisions, estimates and schedules. The final BEES will be provided as a Microsoft Excel file.

5.2-A STRUCTURE 100% PLANS, SPECIFICATIONS & ESTIMATE (INTERMEDIATE PS&E)

CONSULTANT will address comments and update Structure Plans, Special Provisions, and Cost Estimates based on comments received from reviews provided by Caltrans and CITY on the 95% Initial PS&E structure submittals.

CONSULTANT will prepare the Intermediate PS&E package for each bridge for inclusion in the Ready to List (RTL) bid package.

Deliverables:

Intermediate PS&E package will be prepared for the three structure groups included in the scope of work: 1) Twin Vehicular Bridges, 2) Cable Stayed Pedestrian Bridge and 3) Non-Standard Retaining Walls and Pedestrian UPs

- 100% Structure Plans (Intermediate PS&E)
- Revised Structure Design Calculations (if required)
- Revised Structure Independent Check Calculations (if required)
- 100% Structure Special Provisions (Intermediate PS&E)
- 100% Structure Quantities & CONSULTANT's Estimate (Intermediate PS&E)
- 100% Final Foundation Report (Provided by Others)

5.2-B STRUCTURE FINAL PLANS, SPECIFICATIONS & ESTIMATE

Following Caltrans OSFP approval and following Caltrans providing signatures on the structure plans for each bridge and non-standard structure, the CONSULTANT will provide the Final PS&E submittal:

Deliverables:

- Caltrans approved Structure Plans (Final PS&E)
- Four-Scale Deck Contour Plots for Bridges

5.2.1 STRUCTURE SPECIALTY ANALYSES FOR BRIDGES

The following special engineering studies are anticipated for the cable stayed bridge carrying the pedestrian and bicyclist pathway. These special studies will be initiated at the Type Selection and will be completed during the PS&E phase. The results of these special studies will be submitted to Caltrans with the structural calculations as part of the Initial PS&E submittal.

5.2.2 Wind and Vibration Analysis

Cable-stayed bridges are wind sensitive structures per AASHTO LRFD and will require site-specific and structure specific studies to evaluate the wind response characteristics of the bridge. CONSULTANT will conduct a specialty wind and vibration analysis on the cable-stayed pedestrian bridge concept using the General Plan information and site specific and historical wind data. Following studies are anticipated to be required for the cable stayed bridge and are included in the scope of work:

5.2.3 Site Specific Wind Climate Study

CONSULTANT will determine site-specific design wind speeds as well as the approaching wind profiles and turbulence properties.

5.2.4 Sectional Model Wind Tunnel Testing:

CONSULTANT will prepare a scale model testing of a typical deck section in a wind tunnel to verify that the bridge deck will remain stable against aerodynamic instabilities such as flutter, galloping, and vortex shedding. If necessary, mitigation measures will be explored to improve the aerodynamic stability of the bridge. Once the deck section is determined to be stable, force coefficients and aerodynamic derivatives will be obtained for the determination of design wind loads. This detailed wind tunnel test will be required when instability issues are reported during aerodynamic stability assessment under the Phase 1 study. Up to three (3) test configurations are included in the scope of work assuming a symmetrical deck section about the deck centerline and one construction stage for the bridge.

5.2.5 Buffeting Wind Loads

Numerical methods will be used to combine the design wind speeds, turbulence levels at the site, static force and moment coefficients, and modes of vibration in order to determine design wind loads based on estimates of aerodynamic force coefficients and the local wind climate. The wind loads will be presented in an electronic format easy to use by the design team to assess the preliminary design for strength. Wind loads will be prepared based on one construction

stage for the bridge.

5.2.6 Cable Vibration Assessment

Using numerical methods, data available in the technical literature, and our experience, the potential for cable vibrations will be investigated and the minimum damping levels required to suppress unwanted vibrations will be specified. Assessment will be performed for one (1) set of cable properties for the selected bridge option without supplementary damping devices.

5.2.7 Pedestrian Induced Vibration Assessment

Vibrations of excessive amplitudes and frequent occurrence could cause discomfort to pedestrians. To avoid pedestrian discomfort from the effects of synchronized pedestrian loading and wind loading the maximum vertical and horizontal acceleration of the structure should be limited to acceptable levels and will be assessed based on a numerical simulation approach. Up to three (3) unique pedestrian load scenarios will be considered.

Deliverables:

- Wind Engineering Report to be included in the Structure Design Calculations

5.2.8 Seismic Analysis

Cable-stayed bridges are considered nonstandard per Caltrans Seismic Design Criteria (SDC 2.0) and will require a Project Specific Seismic Design Criteria (PSDC). CONSULTANT will develop the PSDC per Caltrans Memo-to-Designers 20-11. The PSDC critical issues will be discussed with Caltrans prior to the type selection meeting to ensure all significant seismic issues are evaluated in the type selection process. CONSULTANT will conduct a seismic analysis on the cable-stayed pedestrian bridge using the General Plan information and the approved criteria established in the PSDC.

In addition, per Caltrans SDC, bridges located within 300 feet of active faults are considered nonstandard and will require evaluation of near fault effects through a PSDC. If it is determined by the Geotechnical CONSULTANT that proposed bridges are crossing a fault, CONSULTANT will evaluate the bridges per Caltrans Memo-to-Designers 20-8 and 20-10 using the “simplified method” assuming an ordinary-nonstandard bridge type per Caltrans SDC. A PSDC will be prepared for bridges to consider near fault effects and fault crossing per Caltrans Memo-to-Designers 20-11.

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5.3 Resident Engineer File

CONSULTANT will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive and CONSULTANT shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Transportation Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- Utility Relocation Plans and Agreements
- Safety Review Report
- List of Project Personnel
- Cooperative Agreements
- Working Cross Sections

Deliverables:

- Resident Engineer (RE) file

CONSULTANT will provide an electronic version of all RE file information.

5.4 Survey File

CONSULTANT will prepare materials and compile documentation to be included in a Survey File for use by the lead surveyor assigned to this project prior to

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construction. The following documentation will be included in the Survey File as prescribed by the Project Development Procedures Manual (PDPM) Appendix QQ.

Preparation Guidelines for Survey Files, but not limited to:

- Contact List
- Datum Listing
- Project Reference List
- Additional Instructions
- Contract Plans
- Project Control
- Topography & Base Maps
- Horizontal & Vertical Alignments
- Profiles
- Cross Sections – Roadway cross-sections at 50' intervals. The cross sections will depict only the finished surface, pavement subgrade and original ground generated from the DTM files and will be identified by station interval. Additive information such as elevation callouts, curbs, dikes, wall cross-sections, right-of-way lines, ditch cross-sections, etc. will not be shown on the cross-sections.
- Slope Staking Notes/Grid Grades
- Right-of-way Appraisal Maps
- Right-of-way Coordinate Geometry
- Right-of-way Monument Perpetuation Documentation
- Structural Systems (Walls)
- Drainage Systems
- Digital Design Model

CONSULTANT will submit the Survey File electronically to the Caltrans District Office Engineer.

Deliverables:

- Survey File

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6. TASK 6 – CONSTRUCTION BIDDING PHASE (Future Scope- Optional)

Bidding procedures responsibility is to be determined. CITY or Caltrans will:

- Advise the CONSULTANT of listing dates.
- Inform CONSULTANT of all issues and inquiries list and responses.
- Provide CONSULTANT with bid results and summary sheets for their review.

During bid advertisement of the project, CONSULTANT will refer all questions concerning the intent to the appropriate agency for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, CONSULTANT will inform CITY/Caltrans. CITY/Caltrans will advise CONSULTANT regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by CONSULTANT and issued by CITY/Caltrans, or via a covering change order after the award of the construction contract.

6.1 Pre-Bid Meeting

CONSULTANT will attend the pre-bid meeting.

6.2 Respond to Inquiries

CONSULTANT will draft responses to bidders' inquiries as requested by the District Office Engineer. All such responses will be routed through the District Engineer.

Deliverables:

- Draft Bidder Inquiry Responses (hard copy and electronic in MS Word)

6.3 Addenda

CONSULTANT will prepare addenda as requested by District Engineer.

Deliverables:

- Copies of Addenda

7. TASK 7 – CONSTRUCTION SUPPORT PHASE (Future Scope- Optional)

Construction of the project will be the responsibility of the CITY or Caltrans (TBD). During the construction phase, CONSULTANT shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

7.1 Pre-Construction Meeting

CONSULTANT will attend the pre-construction meeting.

7.2 Partnering Workshop

CONSULTANT will attend a partnering workshop as requested.

7.3 Additional Drawings Due to CONSULTANT Error, Omission, or Revision

In the case of errors and/or omissions, CONSULTANT shall furnish additional and/or revised drawings necessary for corrections and change orders. Caltrans will provide a written request for such drawings and CONSULTANT will provide said drawings at no additional cost to Caltrans or City. CONSULTANT will also provide the original tracings of the drawings and contract wording for related change orders to CITY/Caltrans at no additional cost.

7.4 Shop Drawing and Submittal Review

CONSULTANT will review submittals and shop drawings. The review of shop drawings shall include structures working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor submittals and others as requested by the Resident Engineer.

7.5 Additional Drawings at Caltrans Request

If requested by City/Caltrans, CONSULTANT will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from City is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval will be at CONSULTANT's risk and expense.

7.6 Site Visits

CONSULTANT will visit the job site as requested by City/Caltrans.

7.7 Respond to Inquiries/RFIs

CONSULTANT will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

7.8 Change Order Preparation and Review, CRIP Reviews

CONSULTANT will review proposed change orders, draft change order language

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and make recommendations as requested by Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, CONSULTANT shall prepare and/or review contract change orders at no additional cost.

Caltrans Responsibility

- Provide advice on any issues raised and inquiries made by Resident Engineer
- Inform Design Consultants of all field changes and Contract Change Orders (CCOs)
- Prepare and maintain as-built mark-ups in the field

7.9 As-Builts

CONSULTANT will be responsible for preparing as-builts plans, signed and stamped by CONSULTANT and submitted to Caltrans. Resident Engineer will provide CONSULTANT with as-built plan markups.

Deliverables:

- As-Built plans, hard copy and electronic DGN format – 1 set

8. TASK 8 – PROJECT CLOSEOUT (Future Scope- Optional)

After construction, CONSULTANT will provide all final construction project records in accordance with Section 5-104 of the Caltrans Construction Manual and all other Caltrans requirements. Records shall include, but not necessarily be limited to design survey records, including legible hard copies and electronic files, recorded monumentations, and post audits. CONSULTANT shall maintain all project records in accordance with the Caltrans Uniform filing system.

8.1 Develop Final Record Drawing Plans

While Caltrans is responsible for maintaining field as-built plans, CONSULTANT shall keep a similar set of plans, noting any variation between the plans and the actual construction. These marked up plans will form the basis for the development of the Final record drawing PS&E. In developing the Final record drawing PS&E, CONSULTANT shall follow all requirements specified in Sections 5-104D (1) and (2) of the Caltrans Construction Manual and submit to Caltrans no later than 60 days after construction contract acceptance by Caltrans.

8.2 Deliver Project Files

CONSULTANT will provide all pertinent project records to Caltrans. Documents shall be organized in accordance with the Caltrans Uniform Filing System.

8.3 Post Audits

CONSULTANT will assist City/Caltrans with the post audits as required.

9.0 ASSUMPTIONS AND EXCLUSIONS:

- The level of effort is based on the baseline concept of twin Cast-in-place Concrete Post-Tensioned Box Girders for vehicular traffic and a Cable-Stayed Bridge for pedestrian and bicyclist traffic. The scope of work and design fee will have to be adjusted if different or additional structure alternatives are to be considered.
- All structure submittals will be submitted to Developer, Caltrans and City concurrently.
- Geotechnical and foundation investigations, exploratory borings, laboratory testing, and all associated reports including but not limited to Preliminary, Draft and Final Geotechnical/Foundation Reports and Geological and Geotechnical Studies are excluded from CONSULTANT's scope of work and will be provided by other consultants.
- Coordination effort between the Bridge CONSULTANT and the Geotechnical CONSULTANT is included in the scope for work.
- Life Cycle Cost Analysis for bridges and structures is excluded from the scope of work.
- Pedestrian railings in the scope of work for the cable-stayed bridge includes California standard railings or common bridge railings with steel wire mesh and vertical posts supported on the bridge deck. Alternative studies and architectural design for pedestrian railings is excluded from the scope of work but may be negotiated for additional scope and fee if requested.
- Current Caltrans Seismic Design Criteria (SDC 2.0) does not require a Nonlinear Time History Analysis (NTHA) for non-standard bridges; therefore, additional design effort for performing a NTHA was not considered in bridge scope of work and fees. It is possible that Caltrans may require NTHA as a condition of project approve. The scope of work and design fee will have to be adjusted if NTHA will be required for seismic evaluation of the bridges.
- Independent Check for Wind and Vibration assessments of the cable stayed bridge is excluded from the scope of work.
- Non-standard design of overhead sign structures is excluded from the scope of work.
- Structural design for protection of utilities, sewer and storm drain lines is excluded from the scope of work.
- Architectural design of metal claddings attached to exterior surfaces of bridges is excluded from the scope of work.

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- Bridge deck for the cable stayed bridge is assumed to be symmetrical about the deck centerline. Scope and fee will need to be revised for asymmetrical deck section.

Scope and fee provided here for twin concrete bridges assumes that vehicular bridges will be identical in structure type, deck width, span lengths and foundation types. Similar structural details will be applied to twin concrete bridges using one construction plan set.

9. PROJECT SCHEDULE

Project Schedule is included as an attachment to this Scope of Work.

END OF SCOPE OF WORK

MILESTONE SCHEDULE

TASK	ANTICIPATED DATE	REMARKS
Advanced Planning Study (APS)	2/20/2023	Separate Contracts
Geometric Approval Drawing (GAD)	2/28/2023	
NTP	6/1/2023	Components of This Contract
Preliminary Foundation Report (PFR)	8/25/2023	
Drainage Report	2/28/2024	
Storm Water Data Report (SWDR)	3/29/2024	
Approved R/W Requirements Map	3/29/2024	
Approved Structure Type Selection Report	4/19/2024	
Transportation Management Plan (TMP)	4/19/2024	
Submit R/W Mapping to County	4/30/204	
Foundations Report	4/30/2024	
Approved Legal Descriptions and Plats	6/5/2025	
65% Roadway PS&E*	6/30/2025	
65% Structures PS&E	6/30/2025	
Structures Preliminary Geotech	10/1/2025	Future Phases
95% Roadway PS&E	12/30/2025	
95% Structures PS&E	3/6/2026	
100% PS&E (District Review)	4/21/2026	
Right of Way Clearance	6/3/2027	
Approved PS&E	7/21/2027	
Ready to List (RTL)	8/18/2027	
Contract Award	11/28/2027	
Construction Complete	12/18/2029	

*Initiated but not completed under this Contract.

EXHIBIT “C”

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "D"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$3,399,990.23**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice and a hard copy invoice to the City monthly for payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any milestone payment shall be final. The consultant will submit all original invoices to Capital Projects staff at techinfo-capproj@moval.org.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT "D"

Fee Proposal for Preparation of Plans, Specifications and Estimates
for the SR-60/WLC Pkwy Interchange Improvement Project - April 2023

MICHAEL BAKER INTERNATIONAL	MICHAEL BAKER TEAM		
	TOTAL HOURS	TOTAL FEE	Initial components of City Contract
Activity			
DESIGN PHASE			
TASK 1 - PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION			
1.1A COORDINATION AND MEETINGS	167	\$46,575.00	
1.1B ADMINISTRATION	619	\$189,019.76	
1.2 PROJECT SCHEDULE	84	\$16,770.00	
1.3 PROGRESS REPORTS	26	\$7,890.00	
1.4 DESIGN QUALITY MANAGEMENT PLAN (DQMP)	139	\$37,320.00	
1.5 PROJECT MANAGEMENT PLAN*	0	\$0.00	
Subtotal Task 1 (Hours)	1,036		
(Fee)		\$297,574.76	\$118,270.00
(ODC)		\$2,500.00	\$2,500.00
TASK 2 -35% PS&E			
2.1 DATA COLLECTION*	0	\$0.00	
2.2 PERMIT APPLICATIONS / COORDINATION*	0	\$0.00	
2.3 GEOMETRIC WORKSHOP*	0	\$0.00	
2.4 SUPPLEMENTAL DESIGN STANDARD DECISION DOCUMENT	81	\$21,138.57	\$21,138.57
2.5 DESIGN SURVEYS*	0	\$0.00	
2.6 GEOTECHNICAL COORDINATION*	0	\$482,000.00	\$428,000.00
2.7 GEOMETRIC APPROVAL DRAWINGS (GAD) AND PRELIMINARY ENGINEERING*	0	\$0.00	
2.8 ENVIRONMENTAL REVALIDATION / ENVIRONMENTAL PERMITTING	1,477	\$255,330.00	\$255,330.00
2.9 STRUCTURE CONCEPTUAL DESIGN AND APS*	0	\$0.00	
2.10 STRUCTURE TYPE SELECTION MEETING AND APPROVAL / PEER REVIEW	2,370	\$633,980.00	\$633,980.00
2.11 UTILITIES	456	\$179,513.33	\$120,513.33
2.12 CONCEPTUAL LANDSCAPE PLAN*	0	\$0.00	
2.13 RIGHT OF WAY CONSTRAINT MAPPING	32	\$22,120.00	\$22,120.00
2.14 PRELIMINARY COST ESTIMATE*	0	\$0.00	
2.15 VALUE ANALYSIS STUDY	216	\$96,400.00	\$96,400.00
Subtotal Task 2 (Hours)	4,632		
(Fee)		\$1,690,481.90	
(ODC)		\$5,000.00	
TASK 3 - UNCHECKED DETAILS PS&E (65%) SUBMITTAL			
3.1 DRAFT ROADWAY DESIGN PLANS	11,980	\$2,235,703.33	\$602,180.00
3.2 ROADWAY DRAFT REPORTS	388	\$81,570.00	
3.3 RIGHT-OF-WAY (R/W) ENGINEERING SERVICES	1,860	\$679,498.33	\$276,788.33
3.4 STRUCTURE 65% UNCHECKED DETAILS	6,381	\$1,578,840.00	\$705,000.00
3.5 SPECIAL PROVISIONS	112	\$25,900.00	
3.6 COST ESTIMATE	148	\$28,700.00	\$28,700.00
Subtotal Task 3 (Hours)	21,770		
(Fee)		\$4,772,911.67	
(ODC)		\$7,500.00	\$7,500.00
TASK 4 - INITIAL PS&E (95% CHECKED) SUBMITTAL			
4.1 UPDATE ROADWAY PLANS	4,471	\$833,800.00	
4.2 STRUCTURE INITIAL PS&E	5,920	\$1,264,300.00	
4.3 CONSTRUCTION SCHEDULE	20	\$6,480.00	
4.4 UPDATE UTILITY AND R/W DATA AND CERTIFICATION	0	\$0.00	
4.5 UPDATE SWDR	84	\$16,340.00	
4.6 UPDATE PLANTING / IRRIGATION PLANS	600	\$111,900.00	
4.7 UPDATE ENVIRONMENTAL COMMITMENTS RECORD	56	\$9,160.00	
4.8 UPDATE TMP	84	\$16,340.00	
Subtotal Task 4 (Hours)	11,235		
(Fee)		\$2,258,320.00	
(ODC)		\$15,000.00	
TASK 5 - FINAL PS&E (100%) SUBMITTAL			
5.1 FINAL ROADWAY PLANS, SPECIAL PROVISIONS, COST ESTIMATES & SCHEDULE	584	\$105,360.00	
5.2 STRUCTURE INTERMEDIATE/FINAL PS&E	1,384	\$267,230.00	
5.3 RESIDENT ENGINEER FILE	120	\$23,260.00	
5.4 SURVEY FILE	24	\$6,225.00	
5.5 INFORMATION HANDOUT	16	\$3,600.00	
Subtotal Task 5 (Hours)	2,128		
(Fee)		\$405,675.00	
(ODC)		\$15,000.00	
Total Design Hours	40,800		
Total Direct Labor Design Fee and ODC		\$9,469,963.33	

* Completed under separate contract.

** Future task.

*** Partial task.

ODC Total	\$45,000.00
Fee Total	\$9,469,963.33
Initial Components of City Contract:	\$3,399,990.23
Remaining Unfunded:	\$6,069,973.10

EXHIBIT "E"

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.