

PROFESSIONAL SERVICES AGREEMENT

for

INTERSTATE 15 RAINBOW CANYON WILDLIFE CROSSING PLANNING & DESIGN

between

TEMECULA ELSINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT

and

Jacobs Engineering Group Inc.

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This Agreement is made and entered into this ____ day of ____, 20 XX, by and between **Jacobs Engineering Group Inc.**, (herein referred to as "CONTRACTOR") and the TEMECULA ELSINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT, a special district, (herein referred to as "TEAM RCD"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit **A**, Scope of Services, at the prices stated in Exhibit **B**, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the TEAM RCD relies upon this representation. CONTRACTOR shall perform to the satisfaction of the TEAM RCD and in conformance to and consistent with the industry standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the TEAM RCD of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through **July 12, 2029**, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The TEAM RCD Board of Directors is the only authority that may obligate the TEAM RCD for a non-cancelable multi-year agreement.

3. Compensation

3.1 TEAM RCD shall pay the CONTRACTOR for services performed on a Time and Materials (Not to Exceed) basis, products provided and expenses incurred in accordance with the terms of Exhibit **B**, Payment Provisions. Maximum payments by TEAM RCD to CONTRACTOR shall not exceed **\$3,002,027** including all expenses. The TEAM RCD is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit **B**, TEAM RCD shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to TEAM RCD by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and TEAM RCD shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by TEAM RCD. CONTRACTOR shall send invoices to:

Clifton Meek, TEAM RCD District Manager, clifton.meek@teamrcd.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses; Agreement number (**insert contract ID#**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

4. Alteration or Changes to the Agreement

4.1 The TEAM RCD Board of Directors is the only authorized TEAM RCD representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If TEAM RCD Board of Directors decides that the facts provide sufficient justification, they may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. TEAM RCD may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 TEAM RCD may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement

or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the TEAM RCD may proceed with the work in any manner deemed proper by TEAM RCD.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to TEAM RCD and deliver in the manner as directed by TEAM RCD any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to TEAM RCD.

5.4 After termination, TEAM RCD shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the TEAM RCD immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549 and 48 CFR Part 9). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of TEAM RCD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by TEAM RCD pursuant to this Agreement shall be the sole property of the TEAM RCD. The material, reports or products may be used by the TEAM RCD for any purpose that the TEAM RCD deems to be appropriate, including, but not limited to, duplication and/or distribution within the TEAM RCD or to third parties. CONTRACTOR agrees not to

release or circulate in whole or part such materials, reports, or products without prior written authorization of the TEAM RCD.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the TEAM RCD of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the TEAM RCD's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to TEAM RCD employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the TEAM RCD or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other TEAM RCD representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the TEAM RCD shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the TEAM RCD. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the TEAM RCD shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The TEAM RCD may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the TEAM RCD because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a TEAM RCD representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the TEAM RCD. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which TEAM RCD employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold TEAM RCD harmless from any and all claims that may be made against TEAM RCD based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of TEAM RCD merely as to the results to be accomplished and not as to the means and methods for accomplishing the results. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire any individual who is employed by TEAM RCD.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with TEAM RCD within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify TEAM RCD within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with TEAM RCD in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, TEAM RCD business operations related to this Agreement.

9.6 CONTRACTOR shall notify TEAM RCD within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the TEAM RCD; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the TEAM RCD. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the TEAM RCD and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and TEAM RCD shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (42 U.S.C. § 1981 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or TEAM RCD agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the TEAM RCD. CONTRACTOR shall provide to the TEAM RCD reports and information related to this Agreement as requested by TEAM RCD.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; TEAM RCD information or data which is not subject to public disclosure; TEAM RCD operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the TEAM RCD all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the TEAM RCD, any such information to anyone other than the TEAM RCD. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The TEAM RCD District Manager, or designee, shall administer this Agreement on behalf of the TEAM RCD. The District Manager is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the email addresses set forth below:

TEAM RCD

Clifton Meek, TEAM RCD District Manager
clifton.meek@teamrkd.org

CONTRACTOR

Nicholas Polichetti, Jacobs Project Manager
nick.polichetti@jacobs.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the TEAM RCD may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the TEAM RCD within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the TEAM RCD, its Board of Directors, officers, and employees, (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage, to the extent caused by the negligent acts or omissions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives in the performance of its Services under this Agreement, including tangible property damage, bodily injury, or death. CONTRACTOR shall defend the Indemnitees including all reasonable costs and fees (including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards) in connection with any claim based upon such negligent acts, or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of TEAM RCD;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to TEAM RCD the appropriate form of dismissal relieving TEAM RCD from any liability for the action or claim involved.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the TEAM RCD harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the TEAM RCD herein refers to the TEAM RCD, their respective Board of Directors, officers, employees, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The TEAM RCD.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the TEAM RCD as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the TEAM RCD as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS).

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the TEAM RCD District Manager. If the TEAM RCD's District Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the TEAM RCD District Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the TEAM RCD, and at the election of the TEAM RCD's District Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the TEAM RCD, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the TEAM RCD with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the TEAM RCD District Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice

shall be given to the TEAM RCD prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the TEAM RCD receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the TEAM RCD has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the TEAM RCD'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the TEAM RCD reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the TEAM RCD Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the TEAM RCD.

8) CONTRACTOR agrees to notify TEAM RCD of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of TEAM RCD. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by TEAM RCD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of TEAM RCD to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing TEAM RCD from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by TEAM RCD for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the TEAM RCD on request; or at its option the TEAM RCD may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to TEAM RCD pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the TEAM RCD from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the TEAM RCD to be in its best interest. The TEAM RCD reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The TEAM RCD agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to TEAM RCD data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable TEAM RCD policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

TEAM RCD, a special district

Jacobs Engineering Group Inc.

By: _____
Clifton Meek, District Manager

By: _____
Mary Beth Baxter, Manager of Projects

Dated: _____

Dated: _____

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: _____

Deputy County Counsel

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A - SCOPE OF WORK RFP

Contract ID # XX-XXXXX

INTERSTATE 15 RAINBOW CANYON WILDLIFE CROSSING PLANNING & DESIGN

The Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) is a local public agency and special district that promotes conservation practices of natural resources, opportunities for public education and participation, and a sustainable quality of life for communities within its territory. The District includes 505,000 acres, or approximately 789 square miles, extending south from Scott Road to the San Diego County line, and from east of Anza west to the Orange County line, also including a loop around the north of Lake Elsinore. Additional information related to the governance of, and services provided by TEAM RCD may be found at www.teamrcd.org.

CONSULTANT will assist TEAM RCD and key partners with the planning, coordination, development, and preparation of environmental review and engineering design for a wildlife overpass across Interstate 15 located in Western Riverside County, just south of Temecula and north of the San Diego County line. This includes building on the already-approved Project Initiation Document (PSR-PDS) to advance the project through the Caltrans project development process, including the Project Approval and Environmental Document (PA&ED) phase and Plans, Specifications, and Estimates (PS&E) to 65% design.

I. APPLICABLE STANDARDS

Support documents shall be prepared in accordance with current Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, the applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PA/ED and up to 65% PS&E Submittal for the Project.
- C. The deliverables list for the PA/ED and PS&E phases will be refined during the initial planning and Project Development Team (PDT) scoping meeting. Not all deliverables listed in this attachment may be included or be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule shall be presented monthly at the PDT meeting. A deliverables matrix shall accompany the schedule. The deliverables matrix shall highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance

procedures for every deliverable.

- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify TEAM RCD immediately.
- G. Prime contract terms and conditions shall be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the latest Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities shall be performed in accordance with Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow TEAM RCD templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- J. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Caltrans Project Development Procedures Manual.

III. GENERAL ASSUMPTIONS

- A. CONSULTANT will coordinate with TEAM RCD and Caltrans prior to distribution of all deliverables to determine the points of contact and format of electronic files.
- B. Assume two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- C. The National Environmental Policy Act (NEPA) Environmental Document is assumed to be a Categorical Exclusion (CE).
- D. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be a Statutory Exemption for Restoration Project (SERP).
- E. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase.
- F. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

IV. SCOPE OF SERVICES

CONSULTANT will prepare a PA/ED in accordance with CALTRANS Guidelines and Procedures, CEQA and NEPA. The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. All deliverables will be provided electronically for TEAM RCD and CALTRANS project records.

TASK 1: PROJECT APPROVAL and ENVIRONMENTAL DOCUMENT (PA/ED)

The CONSULTANT will complete all necessary mapping, studies, planning, design, and environmental review activities to advance the project through the Project Approval and Environmental Document phase of the Caltrans project development process.

Subtask 1.1 Project Coordination

The CONSULTANT will maintain close communication with TEAM RCD to ensure all documents are technically correct and are completed within the budget and schedule parameters. Preparation of contracts, invoicing, financial management, and project data management are included in this task. This task includes attending and arranging meetings to initiate the project and to discuss issues such as general project coordination and incorporation of Project Team and partner input into process and design.

1.1-100.10 Project Management (PA&ED)

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with TEAM RCD, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the TEAM RCD and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to TEAM RCD Project Manager.

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider TEAM RCD peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Project Specific Quality Control/Quality Assurance (QA/QC) Plan in conformance with Section V and a Risk Management Plan following TEAM RCD format and content requirements; CONSULTANT Project Manager will be responsible for adherence to applicable TEAM RCD administrative policies and procedures.

Deliverables:

- Monthly Progress Reports
- PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.
- Project Schedules
- Project Master Files
- QA/QC Plan and Risk Management Plan

1.1-100.15 Project Management (PS&E)

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with TEAM RCD, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the TEAM RCD and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to TEAM RCD Project Manager.

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider TEAM RCD peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Project Specific Quality Control/Quality Assurance (QA/QC) Plan in conformance with Section V and a Risk Management Plan following TEAM RCD format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable TEAM RCD administrative policies and procedures.

Deliverables:

- Monthly Progress Reports
- PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.
- Project Schedules
- Project Master Files
- QA/QC Plan and Risk Management Plan

Subtask 1.2 Project Report

A Project Report (PR) will be prepared that expands the PID's preliminary scope into a more detailed and refined analysis. The PR will be prepared in alignment with the guidelines included in Appendix K of the Caltrans PDPM. Caltrans will provide quality management assurance by validating PA/ED related documents and their approach. The PR activities and deliverables may consist of, but are not limited to, the following at the PA&ED level:

- Preliminary Geometrics
- Exceptions to Design Standards
- Updated Right of Way Data Sheet
- Transportation Management Plan
- Stormwater Data Report
- Hydraulics/Hydrology Studies
- Preliminary Geotechnical Design Report

- Advance Planning Study
- Preliminary Construction Cost Estimate
- Preliminary Construction Schedule
- Value Analysis
- Draft Project Report, if required, and Project Report

1.2-160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

1.2-160.10.15 Geometric Plans for the Project Build Alternative

CONSULTANT shall prepare Geometric Plans for the Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative*

1.2-160.10.20 Value Analysis Report

CONSULTANT shall perform a Value Analysis (VA) Study to evaluate the build alternatives being developed and determine their effectiveness with respect to cost, schedule, constructability, operational performance, and other project benefits. The VA Study shall be conducted in accordance with the National Highway System (NHS) Value Engineering mandate and Caltrans Value Analysis methodology as outlined in Chapter 19, "Value Analysis," of the Project Development Procedures Manual (PDPM), the Caltrans VA Team Guide, and the Caltrans VA Report Guide.

CONSULTANT shall provide a qualified Value Analysis Team Leader with civil and/or transportation engineering experience. CONSULTANT shall provide the facilities, meeting space, presentation areas, and supporting materials necessary to conduct the workshop.

CONSULTANT shall conduct and facilitate a four (4)-day Value Analysis workshop, provide onsite team leadership, and prepare all required study documentation and final report deliverables in accordance with Caltrans requirements. CONSULTANT shall coordinate and provide three (3) to four (4) additional team members with expertise in disciplines including, but not limited to, Highway Design, Traffic Design, Traffic Analysis, Hydraulic Design, Structural Design, Construction Staging, Construction, Environmental Planning, Right of Way,

and Maintenance. Additional team members may be provided by stakeholder agencies. The selection of team members shall be coordinated with CALTRANS and the TEAM RCD.

CONSULTANT shall evaluate project functions and alternatives, develop Value Analysis recommendations, document findings, prepare the VA Study Report in accordance with the Caltrans VA Report Guide, and provide a formal presentation summarizing the Value Analysis recommendations at the conclusion of the workshop. CONSULTANT shall assemble all study records, supporting analyses, recommendations, presentations, and final report documentation and incorporate them into the Project Master File.

Deliverables:

- *Draft/Final Value Analysis Report*

1.2-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for the Project Build Alternative. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Draft / Final Preliminary Drainage Report (Hydrology Report)*
- *Draft / Final Storm Water Data Report-PA/ED*

1.2-160.10.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for the Project Build Alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *Draft / Final ROW Data Sheets*

1.2-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

1.2-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Geotechnical Design Report (PGDR). The PGDR will include topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing.

Deliverables:

- *Draft / Final Preliminary Geotechnical Design Report information will be within the preliminary Foundation Report*
-

1.2-160.10.85 Structures Advance Planning Study (APS)

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to two (2) structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

1.2-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

Deliverables:

- *Draft / Final TMP*

1.2-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the TEAM RCD Project Manager or designee to confirm acceptability by the TEAM RCD.

Deliverables:

- *Draft / Final Draft Project Report*

1.2-160.15.05 Cost Estimates for the Project Build Alternative

CONSULTANT shall prepare the Cost Estimates (11-page format) for the Project Build Alternative for the Draft Project Report in accordance with the latest Caltrans guidelines and requirements.

Deliverables:

- *Cost Estimate (11-page format)*

1.2-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

Deliverables:

- *Draft / Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory)*

1.2-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and TEAM RCD comments into the Final Project Report.

Deliverables:

- *Draft / Final Project Report*

1.2-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Stage Construction Exhibit*

1.2-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the Project Build Alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

Subtask 1.3 Environmental Document

The Project must be environmentally approved under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). While the PID states that an Initial study with a Mitigated Negative Declaration (IS/MND) is required for approval under CEQA, the project will seek a Statutory Exemption for Restoration Projects (SERP) under California Public Resources Code Section 21080.56 and a Categorical Exclusion (CE) under NEPA. If a SERP is deemed not to be the appropriate approval document by the California Department of Fish and Wildlife (CDFW), then an IS/MND and Environmental Assessment (EA) will be required.

Caltrans District 8 will be the CEQA and NEPA lead agency. The Consultant will work with Caltrans

District 8 to deliver completion of the project's Environmental Document.

1.3-165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternative and, if necessary, to support the environmental determination made under CEQA, NEPA and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the TEAM RCD Project Manager or designee. CONSULTANT will be responsible for obtaining any right of entry permits required for field work, which are assumed to be a no cost permit.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory and Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

1.3-165.10.15 Community Impact Analysis Land Use and Growth Studies (if necessary)

The project is not expected to result in substantial community-related effects and a separate Community Impact Assessment (CIA) is not anticipated. Instead, the CONSULTANT will prepare a CIA memorandum documenting minimal or no community impacts rather than a stand-alone full CIA report. This information will be summarized in the environmental document.

1.-165.10.20 Visual Impact Assessment and Scenic Resource Evaluation (if necessary)

CONSULTANT shall perform a visual impact analysis and prepare a stand-alone visual impact analysis report which will be summarized in the environmental document. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the TEAM RCD Project Manager or designee.

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Assessment Memorandum (VIAM) would be appropriate. A short VIAM will be prepared following the Caltrans VIAM outline. This scope assumes two visual simulations will be prepared.

Deliverables:

- *Draft / Final Visual Impact Assessment Memorandum*

1.3-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available in the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. In order to provide the existing physical and regulatory environment information for water quality, CONSULTANT will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially-affected waters; 3) discuss water quality objectives for all potentially-affected waters; 4) list potential sources of pollutants, existing water quality of the receiving water bodies, i.e. Total Maximum Daily Loads (TMDL) or 303(d) impaired water bodies listed; and 5) describe the watershed, existing drainage, and hydrologic conditions. CONSULTANT will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. CONSULTANT will document the findings in the Water Quality Assessment Report (WQAR).

Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI)*
- *Draft / Final Water Quality Assessment Report (WQAR)*

1.3-165.10.60 Location Hydraulic and Floodplain Study Report

If necessary, CONSULTANT will perform activities related to preparing a Location Hydraulic Study for use in the Environmental Document. CONSULTANT will prepare the Location Hydraulic Study and the Summary Floodplain Encroachment Report forms as appropriate. CONSULTANT will prepare a Draft Location Hydraulic Study Memorandum to document the investigation and summarize the study results, which will include the four stream crossing locations. After receiving one round of comments, CONSULTANT will prepare and submit a Final Location Hydraulic Study Memorandum.

Deliverables

- *Draft / Final Location Hydraulic Study*
- *Floodplain Study Report*

1.3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- *Document review*
- *Records search*
- *Paleontological resource assessment*
- *Field survey*
- *Preparation of technical report(s)*

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined in the Caltrans SER.

Deliverables:

- *Draft / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER)*
- *Draft / Final Paleontological Mitigation Plan (PMP)*

1.3-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare the ECR for inclusion as an attachment to the environmental document.

Deliverables

- *Draft / Final ECR (included in environmental document and reviewed as part of that document; no separate submittal is assumed or included)*

1.3-165.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City of Temecula, Riverside County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

- *Draft / Final Initial Site Assessment Report*

1.3-165.10.85 Hazardous Waste Preliminary Site Investigations

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database. A professional geologist (PG) will review/sign the investigation report.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey*

1.3-165.10.99 Other Environmental Studies

CONSULTANT shall prepare technical memoranda to support the environmental approvals. As the project is a wildlife crossing and will not increase traffic, result in additional lanes, or move traffic closer to sensitive receptors and will improve passenger safety by eliminating or reducing wildlife collisions, the project is likely to be considered exempt from air quality conformity and noise requirements. CONSULTANT will prepare an Air Quality Conformity Findings Checklist for air quality.

Deliverables:

- *Draft / Final Air Quality Conformity Findings Checklist*

1.3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies performed shall support the environmental determination made in the Environmental Document and shall be used to demonstrate compliance with all applicable

biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

1.3-165.15.20 Natural Environment Study

CONSULTANT will prepare a Natural Environment Study (NES) in accordance with the Caltrans SER Caltrans Environmental Handbook, Volume 3, Biological Resources. The NES will document and evaluate the natural habitat in the Project Study Area and determine whether the proposed Project would result in impacts to sensitive species/habitats.

Prior to any fieldwork, CONSULTANT will work with Caltrans to develop the Biological Study Area (BSA) required to identify potential Project impacts to special status species within and adjacent to the Project Study Area. CONSULTANT assumes that the BSA will encompass a 150-foot buffer from the Project Study Area, and any focused surveys conducted for special-status species will include a 500-foot buffer from the Project Study Area, or as required by survey guidelines or protocol.

Prior to conducting fieldwork CONSULTANT will also execute and evaluate a biological resource records search of the most current versions of the California Natural Diversity Data Base and the California Native Plant Society's Online Inventory of Rare and Endangered Plants. Database information will be augmented by our local knowledge of potentially occurring resources in western Riverside County. In addition, CONSULTANT will use the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation System (IPaC) website to check for any listed species or designated critical habitat occurring on or near the Project Study Area. CONSULTANT will obtain an official USFWS species list using the IPaC tool. IPaC database searches are only considered valid by federal agencies for 6 months. Therefore, it is anticipated that a second IPaC database search will be required during final NES preparation. This scope of work includes analysis of two IPaC database searches.

The Project is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Planning Area. All MSHCP-covered projects must be reviewed for consistency with MSHCP conservation objectives. The proposed Project is not located within any MSHCP Criteria Cells but is located within MSHCP survey areas for burrowing owl and potentially contains riparian/riverine habitat and vernal pools which may be suitable for protected riparian birds and fairy shrimp, respectively. MSHCP objectives require a habitat assessment be conducted for these resources, followed by focused surveys should suitable habitat occur within the Project Study Area. The MSHCP also may require preparation of a Determination of Biologically Equivalent or Superior Preservation Analysis (DBESP). Consultant will coordinate with the Regional Conservation Authority (RCA) to determine if a DBESP is required. If required, Consultant will prepare the DBESP and support TEAM RCD and Caltrans with coordination with the RCA and wildlife agencies to obtain approval.

A qualified biologist will conduct an assessment of the BSA to map existing biological resources and document the occurrence of any biological resources (i.e., species or habitats) of particular interest or concern or the potential for occurrence of such resources that may not be detectable at the time of the

fieldwork. CONSULTANT will conduct Habitat Assessments for Crotch's bumble bee, bats, burrowing owl and least Bell's vireo. If determined necessary, CONSULTANT will conduct focused surveys for Crotch's bumble bee, bats, burrowing owl and least Bell's vireo.

Surveys for other special-status plant and wildlife listed species are not anticipated to be required.

Following the habitat assessment, CONSULTANT will prepare an NES documenting the field methods used and the results of the biological resources assessment in accordance with the currently prescribed Caltrans template. The NES will include a summary of all biological resources surveys conducted, an analysis of the Project's impacts on special status biological resources, and a discussion of avoidance, minimization and mitigation measures related to biological resources. The NES will also include an analysis of the proposed Project's consistency with the MSHCP and will be sufficient for review and approval as part of the MSHCP process. It is assumed that the NES will require no more than two rounds of review for draft and final.

Deliverables:

- *Draft / Final Natural Environment Study*

1.3-165.15.99 Jurisdictional Aquatic Resources Delineation

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States* and *Carabell v. United States* guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdictional resources; rather, impacts will be quantified and included within the NES.

Deliverables:

- *Draft / Final Jurisdictional Delineation Report*

1.3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work. A records search will be obtained from the South Coastal Information Center, part of the California Historical Resources Information

System, which houses Riverside County records. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. CONSULTANT will coordinate with CALTRANS for consultation with Native American groups and other interested parties. Consultation will be conducted in accordance with appropriate current state and federal regulations. As appropriate, CONSULTANT may prepare an Area of Potential Effects (APE) map and Historical Resources Evaluation Report (HRER).

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the Historic Property Survey Report [HPSR]) with attached Archaeological Survey Report (ASR) may be generated.

Deliverables:

- *Draft / Final Archaeological Survey Report*
- *Draft / Final Area of Potential Effects Map*
- *Native American Consultation Support (consultation to be conducted by CALTRANS)*
- *Draft / Final Historical Resources Evaluation Report*
- *Draft / Final Historic Property Survey Report*

1.3-165.25.15 Draft Environmental Document (DED)

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and TEAM RCD on the appropriate environmental document to comply with CEQA and NEPA. Based on preliminary information, the Project appears appropriate to apply for a Statutory Exemption for Restoration Projects (SERP), which is administered by the California Department of Fish and Wildlife (CDFW). CONSULTANT will support TEAM RCD and CALTRANS with early consultation with CDFW Cutting the Green Tape (CGT) Regional Support Staff to confirm the documentation necessary to support a concurrence determination. In coordination with TEAM RCD, CALTRANS, and CDFW, CONSULTANT will prepare supporting documentation for Caltrans to make the determination and submit a request package to CDFW for a concurrence determination. CONSULTANT will support TEAM RCD and CALTRANS with additional coordination and technical support for CDFW to issue the concurrence.

- If CALTRANS and CDFW determine that the Project does not merit a concurrence under the SERP, CONSULTANT will work with TEAM RCD on a revised approach to prepare an Initial Study/Environmental Assessment (IS/EA) under CEQA and NEPA, which may necessitate a change in scope, to include an equitable adjustment in schedule and budget.

Deliverables:

- *Request Package and Supporting Documents for SERP Concurrence to CDFW*

1.3-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Draft / Final-Final Project Report*

1.3-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULTANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

1.3-180.10 Final Environmental Document (FED)

If and when CDFW issues the concurrence for the SERP, the CONSULTANT will prepare a CEQA Notice of Exemption (NOE) for Caltrans to file with CEQAnet. The NOE will complete the necessary documentation as required under CEQA.

Based on the environmental technical studies previously discussed, a Categorical Exclusion (CE) will be prepared pursuant to NEPA. CONSULTANT will prepare the CE form (NEPA portion only) in compliance with the latest format identified on Caltrans Standard Environmental Reference website for Caltrans approval. As part of the CE a brief summary of the findings of each of the technical studies will be included. No separate environmental document is assumed to be prepared to support the CE and none is included in this scope and cost. The Environmental Commitment Record will be attached to the CE that documents environmental commitments for the project. The CONSULTANT will also prepare and submit the NEPA CE Checklist.

All deliverables below are assumed to be electronic, except as noted.

Deliverables:

- *Notice of Exemption*
- *Caltrans /CE Form and Supporting documentation*

TASK 2: Engineering Design

Subtask 2.1 - 35% PS&E

2.1-185.05 – Update Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File. CONSULTANT shall deliver the project record files for its segment.

Deliverables:

- *Project Record Files*

2.1-185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps will be performed. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform TEAM RCD's Project Manager if there are incomplete or missing data in the Design Base Maps.

2.1-185.15 Preliminary Design

CONSULTANT task includes design horizontal and vertical alignment, typical sections, superelevation diagrams, earthwork (cut and fill locations), and conceptual stage construction plans. Also included is an overhead sign and lighting concept plan

Deliverables:

- *35% level plans (assume Geometric Approval Drawings, will be used in lieu of 35% Plans)*

Subtask 2.2 – Prepare Draft PS&E

2.2-230 - Prepare Draft PS&E

CONSULTANT shall prepare Highway Roadway Plans, Specifications, and Estimates (PS&E) following Caltrans standards. Includes title sheets, maps, cross sections, layouts, profiles, construction details, water pollution control sheets, contour grading, drainage, utilities, erosion control, construction area signs, motorist information, stage construction and traffic handling, pavement delineation, sign, quantities, retaining wall, plant removals, irrigation, landscaping and electrical ITS.

Deliverables:

- *65% Plans*
- *Draft Transportation Management Plan*
- *Draft Storm Water Data Report*
- *Draft Hydraulics Report*

2.2-230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify TEAM RCD's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Standard Special Provisions (65% PS&E)*

2.3-230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify TEAM RCD's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- Draft Quantities and Estimates

2.3-230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle storm water flows around the work area.

Deliverables:

- 65% Storm Water Data Report-PS&E

2.3-230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

Deliverables:

- Hydraulics Report; modeling results of the one parallel drainage facilities will be incorporated into the updated Hydrology/Hydraulics Report at 65% submittal

Subtask 2.3 – Draft Structures PS&E

2.3-240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

Deliverables:

- Preliminary Foundation Report

2.3-240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be

summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed storm water treatment facilities.

Deliverables:

- Log of Test Borings
- Infiltration Test Report

2.3-240.75 Draft Structures PS&E

CONSULTANT shall prepare the 65% Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set shall include, but not be limited to the preparation of the following engineering sheets:

- Title Sheet
- Foundation Plans
- Stage Construction Plans
- Structural Quantities
- Typical Cross Sections
- Bridge General Plans
- Structural Special Provisions
- Engineer's Construction Cost Estimate

The list of bridge structures to be prepared by the CONSULTANT is noted below:

- Rainbow Canyon Wildlife Crossing

Deliverables:

- *Type Selection Report*
- *Unchecked 65% Plans, Specifications and engineers' construction cost estimate for bridge*
- *Draft Foundation Report*

2.3-240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

- Foundation Report

Scope of Work Assumptions and Exceptions

Assumptions

General

- CONSULTANT will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.
- Change in standard protection - The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment in schedule and budget.
- It is assumed that the overall project duration, including both the Project Approval and Environmental Document (PA&ED) phase and the Plans, Specifications, and Estimate (PS&E) phase, will be approximately thirty (30) months.
- Review duration by Caltrans for submitted documents is assumed to be approximately twenty (20) working days per submittal.
- Applicable design standards and guidance are assumed to remain unchanged throughout the duration of the project.
- All Client-required permits are assumed to be no-fee permits. Any permit fees will be paid directly by the Client or reimbursed to CONSULTANT
- The scope includes 65% PS&E development for Roadway and Structures.
- A Geometric Approval Drawing (GAD) will be prepared in lieu of a 35% design submittal.
- It is assumed that a Statutory Exemption for Restoration Projects (SERP) and Categorical Exclusion (CE) approach will be agreed upon by stakeholders.
- Effort for the Final Environmental Document (180.10) is limited to preparation and filing of a Notice of Exemption (NOE) with OPR.

Project Management

- DBE subconsultants are included on the team; however, no DBE participation goals or minimum requirements are assumed for this contract.
- The majority of project meetings, including Project Development Team (PDT) meetings, are assumed to be conducted virtually. The Jacobs team is available for meeting in person, as necessary.
- There may be up to four meetings per month (including conference calls) during the duration of this contract, including one monthly PDT meeting. It is assumed that there will be up to 29 monthly PDT Meetings, assumed to be one hour each, two (2) in attendance.
- All deliverables and submittals will be transmitted electronically. Printed (hard copy) deliverables are not anticipated.
- Services will include preparation of studies, reports, drawings, plans, specifications, cost estimates, and special provisions, as applicable to the project phase.
- The deliverables list will be further defined and refined during the Project Development Team (PDT) kickoff meeting.
- PS&E (post-PA&ED) will be developed based on the single selected preferred alternative.

- Design will be performed using Bentley MicroStation CONNECT Edition and OpenRoads Designer.
- The PA&ED phase duration is assumed to be up to twenty-nine (29) months. The PS&E phase (through 65% design, if authorized) is assumed to be up to eleven (11) months, performed concurrently with PA&ED.

Roadway

- In the PA/ED phase, CONSULTANT will evaluate up to two-build and one no-build alternative to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- Preliminary design efforts during PA&ED include up to two (2) iterations or refinements. Additional iterations beyond this allowance will be considered out of scope.
- Only one (1) build alternative will be advanced into the PS&E phase. Development of additional build alternatives is not included.
- The Design Standard Decision Document will have up to four (4) potential non-standard features.

Structures

- Retaining walls, if required, are assumed to be Caltrans Standard Retaining Walls. Structural or non-standard retaining walls (including those requiring type selection reports, design exceptions, independent checks, or additional coordination) are not included in this scope.
- Bridge foundation is assumed to utilize a spread footing system.
-

Utility

- Up to six (6) utility potholes are included in this scope. This includes associated traffic management and survey for each pothole. Additional potholes beyond this allowance will be considered out of scope.

Geotechnical

- Up to four (4) geotechnical borings are included in this scope. This includes associated traffic management and survey for each boring.
- Nighttime drilling is assumed for 100 percent (100%) of field operations.
- Nightly work durations are assumed to be limited to a maximum of eight (8) hours per shift, from initial traffic control setup through full removal and lane reopening, in accordance with permit requirements.
- Prevailing wages are assumed to apply in accordance with contract requirements.
- Soil cuttings will be containerized, drummed, and disposed of off-site as non-hazardous material. Hazardous waste handling, if encountered, is not included.
- Installation of groundwater monitoring wells is not included.
- Timely access to all exploration locations will be provided by others.
- No encroachment permits are assumed to be required from the Nature Conservancy (TNC) or the Western Riverside County Regional Conservation Authority (RCA).
- Up to eight (8) nights of traffic control are assumed for drilling activities within the I-15 shoulders and median, including required lane closures coordinated with Caltrans.

- Drilling locations for the wildlife crossing, including associated wing walls, are assumed to be accessible within the northbound and southbound I-15 shoulders and the northbound median using conventional drill rigs.
- Borings extending through existing pavement will be restored with asphalt or rapid-set concrete.
- As-built utility and drainage plans will be provided by others for the purpose of clearing drill locations.

Environmental

- The Project is not a Type 1 project under 23 CFR 772 which is generally defined as a project that involves substantial horizontal or vertical alterations to the highway that change the noise environment for receptors. No noise report will be prepared for this project. A Noise Memo will be prepared to evaluate Temporary Construction noise impacts, as necessary.
- The project is not anticipated to affect potential 4(f) properties such as public parks, wildlife refuges, or historic sites. No 4(f) evaluation is anticipated to be required.
- Field surveys are based on a single iteration of the Biological Study Area (BSA). If Project limits change after completion of fieldwork in a manner that necessitates additional surveys or site visits, additional scope, fee, and schedule adjustments will be required.
- This scope includes one (1) season of burrowing owl (BUOW) surveys. If project delays invalidate survey results per applicable agency requirements, additional survey effort will be required and considered out of scope.
- Based on preliminary review of the BSA, the following efforts are assumed to be required: aquatic resources delineation, focused burrowing owl (BUOW) surveys, and focused least Bell's vireo surveys.
- CONSULTANT will obtain an official USFWS species list using the IPaC tool. IPaC database searches are only considered valid by federal agencies for 6 months. Therefore, it is anticipated that a second IPaC database search will be required during final NES preparation. This scope of work includes analysis of two IPaC database searches.
- The BSA is assumed to include a 150-foot buffer from the Project Study Area. Focused surveys for special-status species will include up to a 500-foot buffer, or as required by applicable protocols or agency guidelines.
- Tribal outreach will include notification letters and follow-up phone calls to up to twelve (12) Tribal contacts. It is assumed that up to three (3) Tribes will request additional consultation beyond initial outreach.
- CONSULTANT will participate in up to one (1) full-day Tribal site visit and up to two (2) virtual Tribal consultation meetings. Additional coordination will be considered out of scope.

Estimate

- Providing Construction/Cost Estimates - In providing opinions of cost, financial analyses, economic feasibility projections, for the project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market

conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from CONSULTANT' opinions, analyses, projections, or estimates.

Misc.

- All reports are assumed to include up to three (3) submittals (Draft, Final, and Revised Final). Additional submittals or review cycles will be considered out of scope.

Exclusions

General

- 95%, 100%, and Ready-for-Construction PS&E packages are excluded from this scope.
- This scope does not include investigation, repair, or remediation of failing drainage systems not physically impacted by the project improvements.

Roadway

- The fee does not include additional design efforts resulting from Caltrans requests for operational or safety enhancements beyond the agreed-upon scope. Such requests will be treated as scope changes and may require an equitable adjustment to fee and schedule.
- No asset management evaluations or associated improvements are anticipated or included in this scope.
- The following technical reports are not anticipated to be required and are therefore excluded from this scope: Noise Abatement Decision Report, Life Cycle Cost Analysis (LCCA), and Materials Report.
- Improvements beyond the immediate limits of the wildlife crossing are not included unless specifically noted. This includes, but is not limited to, improvements such as ramp metering modifications near the CHP Weigh Station.
- Exceptions to Encroachment Policy and ROW Engineering Maps are excluded from this phase and will need to be completed in a future phase.
- Hazardous Materials scope will exclude Lead-based paint sampling and analysis, based on the assumption that restriping has occurred within the past 20 years.
- Traffic analysis for the TMP is excluded; readily available traffic data will be utilized.
- Modifications, updates or revisions to the Freeway Agreement and Freeway Maintenance Agreement are excluded and anticipated to be performed during the next phase of the project.
-

Structures

- Soundwall barriers may be required on bridge structures; however, this scope includes soundwalls only where located on the bridge structure. Soundwalls outside of the bridge structure are not included and will be considered out of scope.
- Under-bridge soffit lighting has been excluded from the scope.

Drainage

- Preparation of a Storm Water Pollution Prevention Plan (SWPPP), construction-phase stormwater compliance services, and CLOMR/LOMR processing are not anticipated and are not included in this scope.

Geotechnical

- CONSULTANT will coordinate with applicable utility owners for utility clearance activities. Coordination with Underground Service Alert (USA), including interface with third-party utility marking services, is included. CONSULTANT is not responsible for, and shall not be liable for, inaccuracies or errors in utility locations or markings provided by others.
- Geotechnical services during the construction phase are not included in this scope.
- Design of sign structures and high-mast lighting is not included.
- Geotechnical field investigations are included for the bridge structure only; geotechnical analysis and design for grading, pavement sections, or BMP facilities are not included unless specifically noted.
- Pavement rehabilitation studies for existing pavement sections are not included.
- Preparation of a Preliminary Geotechnical Design Report (PGDR) is not included, required information will be within the preliminary Foundation Report

Landscaping

- Project-specific or custom aesthetic treatments for bridges, retaining walls, or soundwalls are not included. Structural elements, including walls and abutments, are assumed to utilize standard Caltrans architectural treatments such as fractured rib or fluted fin finishes.

Environmental

- CONSULTANT will not conduct surveys outside of the Project Limits where right of entry has not been obtained.
- Focused surveys for special-status plant or wildlife species, other than those specifically identified in this scope, are not anticipated. Should additional surveys be required based on field findings or regulatory agency direction, such services will be considered out of scope and performed under a separate scope and fee.
- A standalone ethnographic or ethnohistoric report is not included. Relevant ethnohistoric information will be incorporated into the Archaeological Survey Report (ASR)
- The following technical studies are not anticipated in this scope: Noise Study Report, Air Quality Technical Study, CIA
- Archaeological Resource Evaluation is not included in this scope.
- Permit applications are not included in this scope.
- With the assumed SERP/CE approach, the following studies, reports and efforts have been excluded:
 - Draft Environmental Document Circulation
 - Public hearing or public meeting
 - Response to public comments.
 - Noise Study Report (NSR)

Misc.

- Hazardous Substances could be present when on-site – CONSULTANT shall at no time take title, risk of loss or ownership of the hazardous materials or wastes. Client recognizes that CONSULTANT assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.
- For PS&E development, it is assumed that aerially deposited lead (ADL) and other hazardous materials will not be present. Preparation of hazardous waste plans, specifications, or sheets (including for ADL, asbestos, or similar materials) is not included in this scope.
- Analyses or evaluations outside of the original scope, including those related to multiple alternatives or significant modifications to existing drainage infrastructure, are not included and will be performed as additional services if directed by the Client or Caltrans.

EXHIBIT B – PAYMENT PROVISIONS

EXHIBIT B – PAYMENT PROVISIONS

Contract ID # **XX-XXXXX**

INTERSTATE 15 RAINBOW CANYON WILDLIFE CROSSING PLANNING & DESIGN

Services will be billed on a Time and Materials (Not to Exceed) at the rates shown below.

Hourly Rate	Grade/Category Description
\$74	Administrator - Level 1 / Associate
\$95	Administrator - Level 2 / Staff Professional / Midlevel
\$149	Administrator - Senior
\$147	Manager - Environmental - Level 1
\$176	Manager - Environmental - Level 2
\$219	Manager - Environmental - Senior
\$270	Manager - Environmental - Principal
\$95	Scientist - Environmental - Level 1
\$124	Scientist - Environmental - Level 2
\$155	Scientist - Environmental - Level 3
\$191	Scientist - Environmental - Senior
\$238	Scientist - Environmental - Specialist
\$109	Engineer 1
\$138	Engineer 2
\$166	Engineer 3
\$190	Engineer Senior
\$219	Engineer Senior II
\$252	Engineer Specialist
\$95	Technical Editor - Level 1 / Associate
\$119	Technical Editor - Level 2 / Midlevel
\$170	Technical Editor – Senior
\$95	Technician - Environmental - Level 1 / Associate
\$119	Technician - Environmental - Level 2 / Midlevel
\$142	Technician - Environmental - Level 3 / Midlevel
\$167	Technician - Environmental – Senior
\$109	Surveyor Tech
\$138	Surveyor 1
\$152	Surveyor 2
\$200	Surveyor 3
\$238	Surveyor Crew Chief
\$80	GID Engineer 1
\$125	GID Engineer 3
Note: Labor Rates will be escalated 4% annually at the beginning of each calendar year.	

The table below outlines the estimated hours and associated fees for each task.

Task	Hours	Task Fee (Labor and ODCs)
TASK 1: PROJECT APPROVAL and ENVIRONMENTAL DOCUMENT (PA/ED)		
Subtask 1.1 Project Coordination	2094 Hrs	\$ 495,170
Subtask 1.2 Project Report	3009 Hrs	\$ 507,244
Subtask 1.3 Environmental Document	3044 Hrs	\$ 741,856
Task 2 - ENGINEERING DESIGN		
Subtask 2.1 35% PS&E	1176 Hrs	\$ 202,305
Subtask 2.2 Prepare Draft PS&E	2960 Hrs	\$ 497,863
Subtask 2.3 Draft Structures PS&E	2142 Hrs	\$ 557,589
Total		\$ 3,002,027
Note: Other Direct Costs (ODCs) may include, but are not limited to, subcontractor services, travel expenses, equipment rental, traffic control, drilling and sampling, laboratory testing, waste disposal, permits, and other project-specific direct expenses. Subcontractor costs are subject to a 5% markup.		