

**Project Name/No.: ST261 Pine Avenue Connector/
Bridge Project Environmental
& Design Services**

Contract No.: _____

Project Manager: Public Works – M. Hindersinn

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 2nd day of December, 2025 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and Biggs Cardosa Associates, Inc., a California corporation (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated

herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing

wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

Additional Federal Provisions shall be incorporated into the Agreement as set forth in Articles IX, XV, XVI, XVIII, XXIX, XXX, XXXI, and XXXII of the Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE, attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Six Million Nine Hundred Sixty-Four Thousand Nine Hundred Eighty-Six Dollars and Ninety-Nine Cents (\$6,964,986.99)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.

- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2030, except as otherwise provided in the Schedule of Performance (Exhibit “D”). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subconsultant, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subconsultant, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Senior Engineer or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing

their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully

cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City

Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of

this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class. Consultant hereby certifies that it complies with Title VI of the Civil Rights Act of 1964 (42 U.S.C § 2000d et seq., 78 stat. 252) and the assurances set forth in "Title VI Assurances" attached hereto as Exhibit "E" and incorporated herein by this reference.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of

unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.8 Prohibition of Expending City, State, or Federal Funds for Lobbying.

Consultant certifies, to the best of his or her knowledge and belief, that:

- (a) No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:

Fred Galante, City Attorney

Hye Jin Lee, Director of Public Works

CONSULTANT:

BIGGS CARDOSA ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: 500 S. Main Street, Suite 1200

Orange, CA 92868

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT “A-1”
SCOPE OF SERVICES

INTRODUCTION

The City of Chino (“City”), in coordination with the City of Chino Hills, Caltrans, and the San Bernardino County Transportation Authority (“SBCTA”), proposes extending Pine Avenue to connect to State Route 71 (SR-71) from Euclid Avenue. Pine Avenue from SR-71 to El Prado Road would become an urban four-lane-bridge arterial, and the existing Pine Avenue would become a four-lane arterial from El Prado Road to Euclid Avenue (SR-83) all within the United States Army Corps of Engineers (“USACE”) and the cities of Chino and Chino Hills jurisdictions.

The proposed Pine Avenue Connector / Bridge Project (“Project”) is a key element of the City of Chino General Plan Circulation Element, which proposes to enhance mobility and safety. The proposed Project will provide the needed connection from Euclid Avenue to SR-71 and begin the process of developing Pine Avenue into an east-west transportation corridor between SR-71 and Interstate 15 (I-15) to supplement the existing east-west freeways and roads in this area. The Project is of regional significance, providing access from SR-71 to Chino Hills, Ontario, Eastvale, and Jurupa Valley. This Project will facilitate the movement of goods and people through the region, decrease transportation costs, and improve access for a growing population in the region. This Scope of Services includes preparing Project Approval and Environmental Documentation (PA&ED) activities; advancing the Project through the Environmental Impact Report (EIR) process, coordinating the public outreach process under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); preparing Plans, Specifications, and Engineer’s Estimates (PS&E); coordinating with regulatory agencies; and coordinating with the City, City of Chino Hills, SBCTA, and Caltrans in the preparation of the PA&ED and PS&E packages for the Project. The City of Chino will be the CEQA Lead Agency, and Caltrans will be the NEPA Lead Agency.

This Scope of Services has been developed based upon the scope provided in the Request for Proposals (RFP) and experience on similar projects, bringing the best practices forth to the Pine Avenue Connector / Bridge Project. Any references to “Consultant” shall mean Biggs Cardosa Associates and its subconsultants. References to “City” shall mean the City of Chino.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

The Project will be primarily led by the City’s Public Works Department, but will require multi-jurisdictional cooperation with several agencies. Agencies providing necessary input on the Project design may include:

- City of Chino, City of Chino Hills, and SBCTA
- Caltrans/Federal Highway Administration (FHWA)
- U.S. Army Corps of Engineers (USACE)
- California Department of Fish and Wildlife (CDFW)
- Regional Water Quality Control Board (RWQCB)
- Southern California Edison (SCE)
- California Public Utilities Commission (CPUC)
- El Prado Golf Course
- San Bernardino County – Regional Parks Department
- San Bernardino County – Flood Control District (SBCFCD)
- Orange County Flood Control District (OCFCD)
- Santa Ana Watershed Project Authority (SAWPA)
- Inland Empire Utilities Agency (IEUA)
- Southern California Gas (SoCal Gas)
- Other utility companies within the Project area

The Consultant shall interface both locally with City staff and other affected agencies as necessary, as well as participate in discussions and presentations with the wider design team at periodic project milestones. The Consultant will also work closely with the design firm at the State Route 71 / Pine Avenue interchange to coordinate the interface between the two projects.

1.1 Project Kick-Off Meeting

The Consultant shall schedule and conduct a Project kick-off meeting in-person within three (3) weeks of NTP to discuss Project details, establish goals, review the Project schedule, and coordinate efforts. City staff will work in conjunction with the Consultant to develop a list of key stakeholders that will make up the Project Development Team (PDT) prior to the Project kick-off meeting. Once the stakeholders are identified, the Consultant shall contact all members of the PDT to coordinate the scheduled meeting date, location, and time. A meeting notice, agenda, and – within five (5) days following the meeting – meeting minutes noting all action items shall be prepared by the Consultant for the kick-off meeting.

Assumptions	It is assumed that the kick-off meeting (PDT No. 1) will be held in-person at Chino City Hall. Other PDT meetings are assumed to be conducted virtually.
Deliverables	<ul style="list-style-type: none">▪ Kick-Off Meeting (PDT No. 1) Agenda▪ Kick-Off Meeting (PDT No. 1) Meeting Minutes and Action Items

1.2 PDT Meetings

The Consultant shall coordinate and attend monthly virtual PDT meetings with City staff and stakeholder representatives and at interim periodic Project milestones, as necessary. Meeting agendas for the planned meeting and summaries/notes from the previous meetings shall be prepared by the Consultant at each meeting and distributed to all attendees. An action item list and a status of project deliverables shall be updated on an ongoing basis (monthly) and be made available for each PDT meeting.

SCOPE OF SERVICES

Assumptions	<ul style="list-style-type: none">▪ This scope includes up to thirty (30) PDT meetings.▪ Except for PDT No. 1, PDT meetings are assumed to be conducted virtually.▪ PDT agenda packages will include a Log of Submittals, Log of Distribution and Deliverables, and a progress schedule.
Deliverables	<ul style="list-style-type: none">▪ PDT Meeting Agenda Packages▪ PDT Meeting Minutes

1.3 Project Schedule

The Consultant shall, within four (4) weeks of NTP, provide a detailed project baseline schedule (Project Schedule), indicating milestones, major activities, and deliverables, to the City for review and comments. The Consultant shall update the Project Schedule as required and include with each PDT meeting package and monthly progress report.

Assumptions	The project schedule will be developed in Primavera P6 format.
Deliverables	<ul style="list-style-type: none">▪ Baseline Project Schedule▪ Monthly Schedule Updates

1.4 Monthly Progress Reports

The Consultant shall prepare monthly progress reports to record ongoing progress on the Project and to support monthly invoices submitted to the City for payment. Reports shall include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending concerns and schedule completion target dates (updated Project schedule).

Assumptions	Progress will be reported as a bullet point list by major task (e.g. Task 1 – Project Management and Administration). Sub-task breakdown (e.g. Task 1.4 Monthly Progress Reports) is not anticipated for progress reporting purposes.
Deliverables	Monthly Progress Reports

1.5 Cost Accounting

The Consultant shall submit monthly invoices that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Purchase Order (PO), Project, and invoice numbers on a form provided by the City (or in a format acceptable to the City). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

Assumptions	Costs will be reported by major task (e.g. Task 1 – Project Management and Administration). Sub-task breakdown is not anticipated.
Deliverables	Monthly Invoices

SCOPE OF SERVICES

1.6 Quality Assurance / Quality Control

The Consultant shall plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire Project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Report submittals will be reviewed to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards. Exhibits and plans should be checked, corrected, and backchecked for accuracy and completeness.

The Consultant shall prepare and maintain a Quality Management System (QMS) Manual throughout performance of services. The intent is to document the processes that must be followed and monitored to ensure that deliverables conform to City, Caltrans, and other standards, and meet professional engineering practice standards in effect at the time of execution.

Assumptions	<ul style="list-style-type: none">▪ Independent structural calculations will be produced by a qualified structural engineering other than the original designer in accordance with Caltrans requirements.▪ The cost of the QC activities is covered under separate and various tasks. Fee allocated to this task is intended to cover preparation of the QMS Manual and routine QA audits to ensure compliance with the QMS Manual.
Deliverables	Quality Management System Manual

1.7 Submittal of Project Deliverables and Formats

The Project deliverables shall be submitted for review, as appropriate, to the City of Chino, Chino Hills, Caltrans, SBCTA, regulatory agencies, utility companies, and all other agencies having jurisdiction. All work products shall be delivered in file or data formats compatible with City systems. The City shall be copied on all correspondence with other agencies, utility companies, and other third-party entities. Major tasks with deliverables are anticipated to include:

- Traffic Analysis and Traffic Signal Design
- Environmental Documentation
- Environmental Permitting Tasks
- Public Outreach
- Topographic and Boundary Surveys
- Right-of-Way Engineering / Appraisals & Acquisitions
- 30% Submittal (Preliminary Engineering / Conceptual Layouts)
- 60% Submittal (Plans and Cost Estimate - P&E)
- 90% Submittal (Plans, Specifications, and Cost Estimates - PS&E)
- 100% Submittal (PS&E Package)
- Caltrans Local Assistance Processing

Submittals shall include all preliminary information needed for the appropriate agencies to accept a package for review. If requested, underlying data should be provided in ESRI shapefile format, and/or AutoCAD (latest version) format geo-referenced to appropriate projection and datum to allow import into a GIS system. Submittals of plans shall be electronic file (Adobe PDF) copy.

Electronic files shall be provided for the 30%, 60%, 90%, and 100% design submittals in Adobe PDF format.

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The 100% submittal shall also include the original AutoCAD files, geo-referenced to allow import into a GIS system. The City’s preferred data projection and datum is the National Geodetic Vertical Datum of 1929 (NGVD29). Electronic files of all documents shall also be made available on a dedicated FTP site or SharePoint created for this Project and provided by the Consultant. Electronic files for reports and summaries shall be submitted in their original format, i.e., Microsoft Word/Excel and in Adobe PDF formats.

PS&E submittals shall conform to the requirements of the agency to which the packages are being submitted. Right-of-way documentation submittal shall include survey information, an overall right-of-way map, preliminary title reports, plats and legal descriptions, deeds, easement documents, and “Right-of-Entry” forms.

All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates shall include all original documents with seals and signatures by registered professional land surveyors, engineers, or architects licensed in the State of California.

All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this Project shall be submitted to the City at the completion of the Project.

Assumptions	<ul style="list-style-type: none"> ▪ Consultant will setup and maintain a SharePoint site for the Project. Deliverables will be stored on the site and transmitted via SharePoint links. ▪ This scope assumes that comments on deliverables will be addressed at the next milestone submittal. For example, comments on the 30% submittal will be incorporated for the 60% submittal (Draft and Final 30% submittals will not be required).
Deliverables	N/A <i>[Deliverables described in this section are contained in the various tasks throughout this Scope of Services]</i>

1.8 Project Management Plan

A comprehensive Project Management Plan (PMP) will be prepared to communicate this Scope of Services and technical requirements to project participants. The PMP shall identify the procedures and technical requirements that are to be followed in developing project deliverables. The PMP shall also describe the responsibilities of each participant in the project. The following items shall be in the PMP:

- Scope of Services
- Log of Deliverables
 - Consultant shall prepare a list of deliverables indicating the applicable Scope of Services section, dates submitted/approved, and file locations conforming to the Project’s electronic filing system.
- Baseline Project Schedule
 - A Critical Path Method (CPM) schedule shall be prepared by the Consultant and shall be updated on a monthly basis. This schedule shall be included in the PMP and will serve as the baseline schedule for the Project. The schedule shall include a list of tasks and sub-tasks, milestones, major activities and deliverables. Agency review times of each submittal shall be included in the schedule. Issuance of needed permits shall also be included.
- Project Electronic Filing System

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- Project files shall be indexed in accordance with Caltrans’ Project Development Uniform File System.
- CADD Procedures
 - Plans shall be prepared in AutoCAD .dwg format. Plans shall be prepared according to City Standards.
- Invoicing Instructions
 - Consultant monthly invoices shall be reported by task and shall be accompanied by a progress report. The City shall supply invoicing requirements for inclusion in the PMP.
- Design Standards
 - Consultant shall prepare a list of applicable design standards. Plans and specifications shall be prepared in accordance with current City, AASHTO, and Caltrans’ regulations, policies, procedures, manuals, and standards.
 - Plans, specifications, and estimates for the bridge will be prepared in accordance with 2025 Caltrans standards.
 - Roadway, water, sewer, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City standard plan and profile sheets.
- Health and Safety Plan
- General Prevailing Wage Determinations
- Risk Assessment Register

The PMP shall be distributed to each project participant at the beginning of the project.

Assumptions	
Deliverables	Project Management Plan

TASK 2 – TRAFFIC ANALYSIS AND PRELIMINARY TRAFFIC SIGNAL DESIGN

2.1 Meetings

Consultant shall attend PDT meetings and traffic-focused meetings to discuss technical traffic questions with City and City of Chino Hills staff.

Assumptions	This scope includes up to 30 PDT meetings and 24 traffic specific meetings (workshops).
Deliverables	<ul style="list-style-type: none">▪ Traffic Workshop Agendas▪ Traffic Workshop Meeting Minutes

2.2 Collect / Compile Traffic Data

Consultant shall collect existing AM and PM peak hour traffic counts, segment average daily traffic (ADT) counts, and freeway segment and ramp count data per *Appendix 4* to the RFP for the intersections, roadway segments, and Caltrans interchanges to be studied. Existing freeway mainline peak hour volumes will be obtained from Caltrans data resources (PEMS).

Field survey will be performed to determine existing roadway segment geometry and lane configurations. Turn pocket storage lengths, traffic signal timing data and traffic signal phasing will be obtained for the

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existing study area intersections.

Recent traffic studies addressing existing and future conditions and anticipated future development within the study area will be compiled and reviewed.

Consultant shall compile information regarding cumulative development projects in the study area for purposes of developing Interim (Opening) Year forecasts and potentially refining the Design Year modeling input data.

It is anticipated that the travel demand forecasting model developed for the Chino General Plan Update will account for the anticipated future growth in the study area but this will be verified.

Consultant shall compile relevant traffic model information from available travel demand forecasting tools, potentially including the Chino Traffic Model, the more recent SBTAM+, the SCAG Regional Model, and / or any other potentially applicable travel demand model that would be appropriate for use in developing Design Year traffic volume forecasts.

Consultant shall obtain and evaluate accident data to determine if the proposed project would address current safety issues (if any).

Assumptions	<ul style="list-style-type: none">▪ This scope assumes collecting traffic counts at 30 intersections, and 20 roadway segments, 16 ramp segments, and two freeway segment traffic volume counts.▪ The Chino General Plan Update Model will be selected as the travel demand forecasting tool to develop Opening Year and Design Year forecasts.
Deliverables	<ul style="list-style-type: none">▪ Vehicle Traffic Counts▪ Field Work Observations▪ Cumulative Project List▪ Safety Data Review

2.3 Traffic Forecast Study

Review and compare the traffic analysis zone (TAZ) structures for the various available travel demand forecasting models.

Review and compare the input socioeconomic data (SED) and / or land use data (which may be converted to SED for comparison purposes) for the various available travel demand forecasting models, as well as with the known cumulative development projects within the study area.

Review and compare the roadway networks for the various available travel demand forecasting models.

Prepare a letter report summarizing the results of the data review process and provide recommendations regarding the most appropriate approach to developing the Design Year and Horizon Year forecasts for use in the transportation analysis.

Coordinate with Chino, SBCTA, Caltrans, and Chino Hills staff through meetings (up to 12 meetings anticipated) and correspondence, as well as provide documentation and share traffic model data to obtain concurrence on the model and procedures used to develop the Design Year traffic forecasts. It is anticipated that a revised methodology letter will be issued following the initial review and reconciliation of comments regarding the approach.

Calculate cumulative project trip generation and estimate cumulative project trip distributions for up to

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50 cumulative development projects. Use the resulting information to calculate cumulative project only traffic volumes.

Prepare a report summarizing the draft Opening Year, Design Year, and Horizon Year traffic volume forecasts for review by the overall project team. The report summary will include a comparison in traffic volumes between each No Project and With Project conditions for the Near Term, Design Year, and Horizon Year scenarios.

Coordinate with Chino, SCAG, SBCTA, Caltrans, and Chino Hills staff through meetings (up to 12 meetings anticipated) and correspondence, to obtain approval of the Opening Year, Design Year, and Horizon Year traffic forecasts. It is anticipated that a revised forecasts letter will be issued following the initial review and reconciliation of comments regarding the draft forecasts.

Assumptions	<ul style="list-style-type: none"> ▪ This scope includes up to 12 coordination meetings with local and regional agencies to review the transportation and land use assumptions. ▪ This scope assumes up to two review cycles of the Draft Traffic Volume Report prior to submission of the Final Traffic Volume Report. ▪ The Consultant will respond to comments received on the Draft Traffic Volume Report for each review cycle and resubmit it.
Deliverables	<ul style="list-style-type: none"> ▪ Traffic Forecast Meetings / Workshops ▪ Traffic Volume Report

2.4 Traffic Analysis

Analysis will be performed for the following time frames / scenarios from the *"Pine Avenue Extension Project Proposed TIA Scope for RFP Purposes"*, Appendix 4 to the RFP:

- Existing Condition
- Near Term No Build
- Near Term Four-Lane Urban Arterial
- Design Year No Build
- Design Year Four-Lane Urban Arterial
- Horizon Year No Build
- Horizon Year Four-Lane Urban Arterial

Peak hour arterial intersection (including ramp junction intersections) levels of service will be assessed for the roadway segments and intersections identified for inclusion in the transportation analysis. Intersection level of service will be calculated using Highway Capacity Manual (HCM) level of service analysis methodologies. Vehicle storage requirements (50th and 95th percentile queues) and traffic progression will also be evaluated using the SYNCHRO or SimTraffic analysis tools.

Long-range lane roadway segment lane requirements, intersection lane configuration requirements, and turn pocket lengths will be determined. Caltrans Traffic Signal Warrants will be performed, where appropriate. Left turn operations at signalized intersections (e.g., permitted, protected, or protected/permitted) will be recommended based on Caltrans Highway Design Manual guidelines in compliance with FHWA.

The proposed analysis will also include assessment of the vehicle-miles and vehicle hours of travel associated with No Project and With Project conditions for the area that is affected by the proposed

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roadway.

Alternative transportation modes will be considered, and recommendations will be developed regarding the provision of pedestrian and bicycle facilities for the project and connectivity.

Assumptions	<ul style="list-style-type: none">▪ Intersection capacity assessment will be conducted using Synchro or SimTraffic.▪ Roadway segment capacity assessment will be conducted based on city's roadway classification standards.▪ VMT and VHT assessment will be prepared under both baseline and future conditions.
Deliverables	<ul style="list-style-type: none">▪ Intersection and Roadway Capacity Results▪ VMT and VHT Results

2.5 Technical Report

Prepare a draft transportation technical report. The transportation technical report will document the level of service analysis methodologies employed, existing traffic conditions, methodologies used to develop Opening Year, Design Year, and Horizon Year traffic volume forecasts, and the analysis results for all future time frames. Recommended lane requirements and turn lane storage lengths will be identified in the report. The report will document the improvements needed to maintain satisfactory operations for Design Year and Horizon Year conditions for no build and build alternatives at the subject project and analysis area.

Respond to comments on the draft transportation technical report and prepare an updated report that addresses the comments received. Based upon the number of jurisdictions / agencies involved in the project, including local agencies, Caltrans, and FHWA, it is anticipated that up to five (5) review cycles may be required to achieve final approval of the transportation analysis document. These review cycles, including responses to comments, are included as part of the proposed scope and budget.

Additionally, the Traffic Analysis will report the differences between the pre and post project conditions in each scenario to clearly illustrate how the project is anticipated to change the traffic patterns in the region.

Assumptions	<ul style="list-style-type: none">▪ This scope assumes up to five review cycles of the Draft Technical Report prior to the Final Technical Report.▪ The Consultant will respond to comments received on the Draft Technical Report for each review cycle and resubmit it.
Deliverables	Transportation Technical Report

2.6 Vehicle Miles Traveled (VMT) Analysis

A separate analysis will study and use Vehicle Miles Traveled (VMT) to comply with CEQA required assessments of transportation impacts. The City of Chino will still use the old measurement method of Level of Service (LOS), as described above, to size the proposed project and meet the City LOS standards. The City of Chino and Chino Hills VMT Thresholds of Significance will be required.

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Assumptions	Consultant, based on experience with the City's General Plan Update, notes that the project does not induce VMT, and should result in a less-than-significant impact.
Deliverables	VMT Assessment [<i>Included in Transportation Technical Report</i>]

2.7 Traffic Signal, Lighting, and Interconnect Plans

Consultant shall anticipate the design of two new traffic signals and two signal modifications, traffic signal interconnect/fiber optic communication, and street/bridge lighting. Consultant shall prepare the traffic signal plans and specifications at 60% based on their findings of the 30% conceptual phase of the design.

The two new traffic signals are anticipated at the intersections of Fairfield Ranch Road and El Prado Road, and the signal modifications are anticipated for Fern Avenue and Euclid Avenue.

The traffic signal interconnection and fiber optic communication plans will be developed to enhance the City's traffic management capabilities and prepare for future Intelligent Transportation System (ITS) integration. The scope of work will include field verification of existing infrastructure, identification of available conduit and pull boxes, and the design of new fiber optic pathways to interconnect the traffic signals from Fairfield Ranch Road to Euclid Avenue.

Street lighting will also be incorporated along the corridor, including upgraded lighting fixtures to enhance visibility, safety, and energy efficiency. Additionally, bridge lighting will be included to ensure continuous and consistent illumination, contributing to both functional and aesthetic enhancements. We will evaluate the use of amber or low-intensity lighting along the bridge to minimize lighting pollution and ecological disruption. The lighting elements will be seamlessly integrated into the overall design to align with conduit routing, power supply and communication infrastructure.

Assumptions	
Deliverables	<ul style="list-style-type: none">▪ Traffic Signal and Signal Modification PS&E▪ Interconnect and/or Fiber Optic Communication PS&E▪ Street and Bridge Lighting PS&E

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TASK 3 – ENVIRONMENTAL DOCUMENTATION

3.1 Environmental Meetings / Project Management

This task includes efforts related to management/coordination, and meetings conducted by the Consultant.

Assumptions	<ul style="list-style-type: none">▪ With exception of the Kick-Off Meeting (PDT No. 1), all meetings will be attended virtually by the Consultant▪ Consultant will attend up to fifty-four (54) one hour long virtual project-related meetings.
Deliverables	

3.2 Preliminary Environmental Study

Once the design for the project has been developed, a current Caltrans Preliminary Environmental Study (PES) form will be prepared for submittal to the City first and then to Caltrans for review. The purpose of the PES is to identify and receive concurrence from Caltrans regarding the technical studies that will need to be prepared for the proposed project and to receive concurrence regarding the environmental document to be prepared to comply with NEPA. The PES will be prepared using existing, available information and no new analyses or detailed evaluations are assumed or included. As directed in the PES, cultural information will be provided entirely by Caltrans. Figures will include a vicinity map, a location map, and the project layouts. No additional figures or graphics are assumed to be necessary. The PES will also include an Initial Site Assessment Checklist, Flood Insurance Rate Map, and Visual Assessment Guide checklist.

Assumptions	No stand-alone studies/memoranda will be prepared in support of the PES.
Deliverables	<ul style="list-style-type: none">▪ Draft PES for City and then Caltrans review (electronic only)▪ Revised PES for City concurrence and Caltrans review (electronic only)▪ Final PES for Caltrans concurrence (electronic only)

3.3 Scoping

The purpose of this task is to initiate the CEQA environmental processes, identify the appropriate CEQA document (scoping is not required under NEPA for an EA), and notify the affected agencies and public that the environmental process is underway. Although the City will be the CEQA lead agency, the Caltrans Standard Environmental Reference (SER) will be followed in preparing the CEQA notices and initiating the scoping process. The following items will be prepared.

3.3.1 Notice of Preparation (NOP)

The Consultant will prepare a draft NOP using the format that has been used on other recent projects in District 8 (it is assumed that the City will be agreeable to utilizing the same approach that Caltrans District 8 utilizes for NOPs when they are the CEQA lead agency). The NOP will consist of the following sections, which will all be briefly addressed. No other information is assumed to be required.

- Introduction
- Location and Setting (including a vicinity/location map)

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- Project History
- Alternatives (brief summary of each alternative and an overview layout map for each; assumed to address the two Build alternatives and the No-Build Alternative only)
- Probable Environmental Effects (this will consist strictly of a bullet list of topic areas that could be impacted; no discussion or other information is assumed to be required or included)

Consultant will provide the Draft NOP to the City for review. It is assumed that no more than two Build alternatives will be addressed in the NOP. Based on comments received, Consultant will revise the documents and submit the final NOP and distribution list to the City for approval. No additional reviews are assumed or included.

The NOP will be submitted electronically to the Governor’s Office of Land Use and Climate Innovation (LCI), and via certified mail to elected officials, affected agencies, interested groups, and property owners/occupants within 0.25 mile of the project (or as determined by the project team, but assumed not to exceed 0.5 mile).

Assumptions	It is assumed that no more than two Build alternatives will be addressed in the NOP.
Deliverables	<ul style="list-style-type: none"> ▪ Draft NOP (electronic only, for City review) ▪ Final NOP (electronic only, for City concurrence) ▪ Draft and Final distribution list with addresses for owners and occupants (electronic only)

3.3.2 Responses Received on the NOP

Written responses received related to the NOP will be taken into consideration when preparing the technical studies and environmental document. No responses will be prepared to the comments received as this is not required; they will, however, be considered when preparing the environmental document. All written responses received on the NOP will be tracked and a comments tracking matrix/summary will be prepared.

Assumptions	No responses will be prepared to the comments received on the NOP.
Deliverables	NOP comments tracking matrix/summary.

3.3.3 Prepare for and Conduct Scoping Meeting

A (one) CEQA public scoping meeting will be conducted to inform the public and responsible agencies about the proposed project and the environmental process, and to solicit input from agencies and the public regarding the alternatives to be evaluated in the EIR and environmental parameters and potential impacts to be assessed in the EIR.

Assumptions	The scoping meeting will be conducted and attended in person.
Deliverables	<ul style="list-style-type: none"> ▪ Provide a Spanish translator at the virtual meeting (or setup a separate virtual Spanish language meeting to occur simultaneously) ▪ Draft and Final scoping meeting notice (English and Spanish) ▪ Prepare sign-in sheets and comment cards ▪ Provide a court report at meetings if needed

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- Prepare a written summary of written comments received on comment cards at the scoping meetings
- Prepare PowerPoint presentation and virtual displays
- Conduct and document environmental scoping meeting(s)
- Conduct and document other formal and informal public participation activities such as citizen's committees, focus groups, presentations to political bodies, and media appearances, not directly related to preparation and coordination of a technical work product.
- Prepare and circulate newsletters and other public informational and press materials (if requested by the City)
- Prepare and maintain Project Distribution/Mailing List
- Coordinate posting of public information documents to agency website
- Any project website development and maintenance
- Publish meeting notices in newspapers
- Identify and reserve meeting locations
- Provide refreshments and other materials needed for the scoping meetings
- Prepare Summary of Public Scoping Meetings document

3.3.4 Confirm Alternatives to Carry Forward for Evaluation in Technical Studies and Environmental Document

Based on the written responses received on the NOP, the Consultant will work with the City and Caltrans to confirm if any new alternatives, as a result of the public scoping process, should be incorporated into the project. However, it is assumed that no additional alternatives will be identified and that this will be documented by the Consultant.

Assumptions	<ul style="list-style-type: none"> ▪ No additional Build alternatives will be identified beyond those included in the NOP.
Deliverables	<ul style="list-style-type: none"> ▪ None

3.4 Technical Studies

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans SER website, Caltrans *Local Assistance Procedures Manual*, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 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. Technical studies and the environmental document will be prepared based on the annotated outline that is available at the time that the notice to proceed (NTP) is issued for the project. Effort to address changes to the annotated outlines after issuance of the NTP, should any occur, would be considered out of scope. In addition, effort to address changes to requirements, regulations, laws, or guidance that are adopted/issued after the NTP is issued for the project, should any occur, would be considered out of scope.

Only those technical studies identified in this scope of work are assumed or included. Any other technical studies or efforts are assumed to be not required or addressed/prepared by others. For this scope of

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work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information. If additional studies are identified during the environmental phase of the project a scope of work and cost will be submitted for approval by the City prior to their initiation. It is assumed that a maximum of two Build Alternatives will be evaluated.

If a borrow site is needed for the project it is assumed the same borrow site will be utilized that was identified and addressed for the originally proposed Pine Avenue Extension project (i.e., the borrow site located between Cucamonga Avenue and Hellman Avenue, south of Chino Corona Road). If a new or additional borrow site is needed, then evaluation of the site would be considered out of scope.

The geotechnical borings will be accounted for and addressed in the Natural Environment Study and Historic Property Survey Report prepared for the proposed project; preparation of a separate NES and HPSR for the geotechnical borings are not assumed or included.

3.4.1 Historic Property Survey Report

For cultural resources, it is assumed that supplemental studies will be prepared, unlike the other studies included in this scope of work, because it is also assumed that no additional cultural resources will be identified within the Area of Potential Effect (APE) for the proposed project as compared to the APE established for the Historic Property Survey Report (HPSR) prepared for the originally proposed project. By utilizing supplemental reports it is assumed that a Historical Resources Evaluation Report (HRER) will not need to be prepared, which would otherwise be required if brand new cultural studies were to be prepared. If Caltrans disagrees with this approach and a Historical Resources Evaluation Report (HRER) is determined to be required then this would be considered out of scope.

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act. This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 Code of Federal Regulations (CFR) 800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans Standard Environmental Reference. Cultural resource studies must be prepared and processed in accordance with the December 2024 *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, the United States Army Corps of Engineers' Sacramento District, San Francisco District, and Los Angeles District, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California* (Section 106 PA).

Working with the City and Caltrans, Consultant will establish an APE map for Caltrans approval. It is assumed that the HPSR will account for proposed project-related improvements as well as the geotechnical borings conducted to support project design. To account for physical effects due to damage, demolition, or vibration, the APE will be based on the total anticipated limits of disturbance associated with project activities (e.g., bridge construction or widening, geotechnical borings to support project design, staging areas and other temporary construction easements, detours, borrow pit, temporary construction activities, and parcels containing impacted structures, if any), plus a buffer to account for potential visual and noise effects.

Consultant will contact the Native American Heritage Commission and request a review of its Sacred Lands File. Consultant will coordinate with Caltrans and the City to assist in consultation with Native

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American groups and other interested parties under Section 106 of the National Historic Preservation Act and Assembly Bill (AB) 52. Consultant will prepare Section 106 consultation letters on Caltrans letterhead, and AB52 consultation letters on City letterhead, and mail the letters via United States Postal Service certified mail on behalf of each lead agency. Consultant will conduct follow-up phone calls and/or emails, and prepare the consultation logs. Consultation will be conducted in accordance with appropriate current state and federal regulations; therefore, Caltrans and the City will conduct the actual consultations with information that is prepared and provided by Consultant.

Following completion of the record search/review, Consultant’s archaeologists will conduct a field survey of the APE. This scope of work assumes that one archaeological site (P-36-005096, the Cogstone Site) will be located in the APE and no additional archaeological sites will be identified in the APE. Consultant will prepare a Consideration of Eligibility for the site for Caltrans and SHPO concurrence, and a Finding of No Adverse Effect Without Standard Conditions.

Consultant assumes the 10.29-acre area that was not surveyed in July 2022 as part of the originally proposed project will not be accessible for this project. Therefore, Consultant will prepare a Phased Cultural Identification Plan. The phased identification protocol allows for the completion of Phase I investigations prior to project construction (see Task 3.4.2 below).

Consultant’s architectural historians will conduct a field survey of any expanded portions in the revised APE to record built environment properties in the APE. All built-environment properties within the APE not evaluated in the 2022 HRER are assumed to be exempt from evaluation per Appendix 4 of the Section 106 PA.

Consultant will prepare an HPSR package to document the results of the cultural resources analysis of the updated project. Attachments to the HPSR will include the APE map, ASR, and Finding of Effect document.

Assumptions	<ul style="list-style-type: none"> ▪ An HRER is not required. ▪ No additional archaeological resources or Traditional Cultural Properties beyond those addressed in the previously prepared HPSR will be identified within the revised APE. ▪ All built-environment properties within the APE will be exempt from evaluation per Appendix 4 of the Section 106 Programmatic Agreement. ▪ The project will not result in an adverse effect to any archaeological or built-environment properties. ▪ Built environment consultation letters will be sent to no more than ten (10) government agencies or other interested parties. ▪ The cultural resources records search obtained from the South Central Coastal Information Center will not exceed \$2,000. ▪ No testing and/or evaluation for archaeological resources will be required. ▪ Caltrans Cultural Studies Office and the State Historic Preservation Officer (SHPO) will approve the cultural resources findings without comment.
Deliverables	<ul style="list-style-type: none"> ▪ Draft HPSR (electronically to City and then to Caltrans) ▪ Revised Draft HPSR (electronically to City and Caltrans for concurrent review) ▪ Final HPSR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

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3.4.2 Supplemental Historic Property Survey Report

As stated above, it is assumed the 10.29-acre area that was not surveyed in July 2022 as part of the originally proposed project will not be accessible for this project. Therefore, Consultant will prepare a Supplemental HPSR, including Supplemental ASR, for this area prior to construction and once the City has obtained access to this area and it has been cleared of vegetation by others.

Assumptions	<ul style="list-style-type: none">▪ Only the 10.29-acre area will need to be addressed in the Supplemental HPSR and Supplemental ASR.▪ No cultural resources will be identified in the 10.29-acre area.
Deliverables	<ul style="list-style-type: none">▪ Draft Supplemental HPSR (electronically to City and then to Caltrans)▪ Revised Draft Supplemental HPSR (electronically to City and Caltrans for concurrent review)▪ Final Supplemental HPSR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.4.3 Visual Impact Assessment

Visual changes resulting from the proposed modifications to the Pine Avenue Extension design that were analyzed in the 2018 Visual Impact Assessment for the originally proposed project were expected to be relatively minor. The revised project includes an urban four-lane-bridge arterial from SR-71 to El Prado Road, which is anticipated to result in visual changes that are somewhat more pronounced. There are no Eligible or Officially Designated State Scenic Highways associated with the proposed project or City-designated scenic routes. As determined by completing the California Department of Transportation’s (Caltrans’) updated Questionnaire to Determine VIA Level, a Standard Visual Impact Assessment (SVIA) is anticipated for the project.

The analysis will be performed using methods and protocol developed by FHWA and adopted by Caltrans and will utilize Caltrans’ SVIA template. Any requested format changes to standard Caltrans’ SVIA template will require scope and cost modifications. The SVIA will utilize the 2018 analysis and document any notable changes to the existing visual setting since 2018, changes to affected viewer groups, and changes to visual impacts resulting from the proposed design modifications. If needed, new mitigation measures will be proposed to lessen visual impacts resulting from the proposed design changes. The analysis will define the project location and setting; describe visual resources and resource change and viewer groups and viewer responses associated with the project; and evaluate potential visual impacts caused by the proposed project, including any proposed mitigation measures to reduce impacts.

Consultant will prepare two photo simulations for the proposed project. Key views will be established from public vantage points only. This scope assumes that one Consultant staff person will take setting photos to be referred to when conducting the analysis and for use in preparing the simulations. Candidate key views will be evaluated by Consultant against available conceptual design plans, factoring potential stakeholder concerns and the presence of sensitive visual receptors, to determine which of the candidate key views are recommended for simulating. These recommendations will be provided to the City and Caltrans for approval of the final key views for simulating.

The visual simulations will include a set of accurate and realistic computer-generated simulations to illustrate existing and post-project visual conditions from final selected key views. The simulations will be produced using digital photographs and advanced computer modeling/rendering techniques and will

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show the location, scale, and appearance of visible project features including new or modified structures and overhead conductors. The simulations may also show proposed removal of existing vegetation or grading that is required for project construction. The visual simulations will be submitted in digital format for printing in color on 8.5-inch by 11-inch sheets. The existing and simulated conditions will be included together on one page, for a side-by-side comparison and included in the SVIA.

Assumptions	<ul style="list-style-type: none">▪ Only two photo simulations will be required and prepared.▪ Key views will be established from public vantage points only.
Deliverables	<ul style="list-style-type: none">▪ Draft SVIA (electronically to City and then to Caltrans)▪ Revised Draft SVIA (electronically to City and Caltrans for concurrent review)▪ Final SVIA for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.4.4 Noise Study Report

Consultant will assess the noise impacts associated with the proposed improvements. Based on the expected improvements the project is a Type 1 project and would require compliance with the requirements specified by FHWA in 23 CFR 772. A Noise Study Report (NSR) will be required which analyzes the noise impacts based on the guidance in the Caltrans Traffic Noise Analysis Protocol (Protocol) and will be prepared to satisfy the requirements of CEQA and NEPA.

Consultant staff will identify noise sensitive land uses and other features using platforms such as Google Earth/Maps prior to the field survey. Consultant will consult with the Caltrans District 8 noise specialist (if necessary) assigned to this project to ensure that all requirements are addressed. A Noise Study Work Plan will be prepared for Caltrans review and approval prior to initiating the noise work.

Existing noise conditions in the project area will be quantified based on noise measurements conducted at locations along the project alignment. Short-term monitoring (15 to 20 minutes) will be conducted during daylight hours at selected locations in the project area at up to six (6) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location can be identified to leave a long-term sound level meter in the project area at up to two (2) locations. It should be noted that much of the project area is not developed with existing roadways and therefore, may not be a candidate for model validation, based on the guidance in the Caltrans Technical Noise Supplement and the Protocol.

Consultant will conduct traffic noise modeling of the Build alternatives and the No-Build alternative using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. TNM will be used to model worst hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year build and no build conditions the proposed project.

Traffic noise impacts for the proposed project under 23 CFR 772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial traffic noise increase (12 dB increase relative to the existing) at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement, as defined in the Protocol, will be evaluated and presented for use by decision makers in considering noise abatement. Consultant will also evaluate potential

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construction noise impacts using methods recommended by the U.S. Department of Transportation and/or direction included in Caltrans Standard Specifications. It is assumed that the noise analysis, specifically in the context of the City’s CEQA thresholds, will be addressed directly in the EIR/EA and not in the NSR.

Consultant will prepare an NSR addressing the requirements of 23 CFR 772 in accordance with guidance in the Protocol and following the Caltrans Annotated Noise Study Report Outline. If traffic noise impacts are predicted, the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts (if applicable). In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the proposed project, but not for final design of the walls.

Assumptions	<ul style="list-style-type: none"> No noise walls/barriers will be determined to be feasible in the NSR. A Noise Abatement Decision Report will not be required and no noise voting will be needed. Short-term monitoring (15 to 20 minutes) will be conducted during daylight hours at up to six (6) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location at up to two (2) locations.
Deliverables	<ul style="list-style-type: none"> Draft Noise Study Work Plan (electronically to City and Caltrans) Final Noise Study Work Plan for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments) Draft NSR (electronically to City and then to Caltrans) Revised Draft NSR (electronically to City and Caltrans for concurrent review) Final NSR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.5 Natural Environment Study

Consultant will conduct a literature search, perform field surveys, and prepare a Natural Environmental Study (NES) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES annotated outline that is available at the time that the NES is initiated. The NES should summarize technical documents (e.g., focused species studies, wetland assessments, biological assessments, etc.) related to effects on biological resources in the Biological Study Area (BSA) for use in the environmental document.

The following tasks will be performed during the preparation of the reports: Review of Project Information and Applicable Literature

A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- Special status species lists from the California Department of Fish and Game (CDFG) and

U.S. Fish and Wildlife Service (USFWS).

- Database searches of current versions of the California Natural Diversity Database (CNDDB) and the Online Inventory of the California Native Plant Society (CNPS).
- The most recent applicable Federal Register listing package and critical habitat determination for each federally listed Endangered or Threatened species potentially occurring within the project site.

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- The most recent CDFG Annual Report on the status of California's listed Threatened and Endangered plants and animals.
- Other available biological studies conducted in the vicinity of the project site; and
- Biological documentation prepared for the Pine Avenue Sewer Project.

Field Evaluation for Biological Resource Constraints

After reviewing relevant information, the project area will be evaluated, with a thorough walkover covering all portions relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, and more general biological resource issues observed or detected. The site will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species, habitats, or more general biological resource issues potentially posing a constraint to the project through applicable laws and regulations. Adjacent areas will also be briefly examined to provide context. It is assumed that access will be obtained by the City for the field surveys. Consultant shall attempt to include in this scope any specialized studies that may be required, however, if focused habitat evaluations for any species other than those included in this scope of work or focused surveys are required for any species then this will be communicated to the City immediately and a separate scope and cost for this work will be provided. The study area is assumed to be the proposed project footprint plus 300 feet (where access is permissible).

Technical Report Preparation

A draft NES will be developed based on results of the biological surveys and analysis and will conform to the current Caltrans NES annotated outline, as previously described. The report will describe:

- The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies, and any limitations associated with the study.
- The environmental setting including both the biological and physical setting at the project site.
- The results, including special-status species present on the site, if any, and a discussion of impacts (including wildlife corridors) and mitigation, as necessary; and
- The appropriate regulatory requirements and necessary permits, if any.

Permitting occurs after the environmental document has been approved and the scope for obtaining permits is included at the end of this scope of work.

Assumptions	
Deliverables	<ul style="list-style-type: none">▪ Draft NES▪ Final NES

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3.6 Biological Assessment

The Consultant shall prepare a Biological Assessment (BA) of the Project area. The BA shall include review of relevant data and a site reconnaissance to identify the potential for occurrence of any listed or special status species within the Project area. These activities may include but are not necessarily limited to:

A literature review of relevant documentation including review of other Caltrans Natural Environmental Studies/Minimal Impact and Biological Assessment reports for projects within the vicinity.

A review of any relevant information including but not limited to the California Department of Fish and Game's California Natural Diversity Database and the California Native Plant Society's Inventory of Rare and Native plants.

A vegetation mapping and biological survey of the Project area including a pedestrian survey allowing for 100-percent visual coverage.

The BA shall include a description of the environmental setting and identify any occurrences of plant or animal species on site, particularly any species federally listed, proposed, or watch listed. Should an occurrence of a federally listed species be found within the Project area; the BA shall include any proposed mitigation(s) to minimize the impacts to the identified species.

This task includes evaluations/determinations for the following potential resource issues and will be incorporated into the Biological Assessment and NES to determine potential impacts to these species:

- Habitat Evaluation and Focused Surveys for Burrowing Owl. Surveys would include an evaluation of suitable habitat for Burrowing Owl (*Athene cunicularia*) and will include four site visits between the required survey window of March 1 through August 31.

- Focused Sensitive Plant Survey. The project footprint will be systematically surveyed on foot for sensitive plants following standard protocols, with four different visits during the spring and blooming period April through August.

- Least Bell's Vireo/Southwestern Willow Flycatcher Habitat Assessment and Focused Surveys

Least Bell's vireo (*Vireo bellii pusillus*; LBVI) critical habitat and suitable habitat for southwestern willow flycatcher (*Empidonax traillii extimus*; SWFL) have been identified at the project site based on preliminary research. LBVI surveys will be performed with a total of eight (8) visits to the project site. Five focused survey visits for SWFL will be conducted in suitable habitat. Following USFWS guidance, surveys are not conducted with surveys for other species.

- White-Tailed Kite and Tricolored Blackbird

The potential for nesting white-tailed kite and tricolored blackbird will be assessed. Surveys for these species will be conducted concurrently with a total of three (3) visits to the project site.

- Focused Southwest Pond Turtle and Sensitive Herpetology (amphibians and reptiles) Trapping/Focused Survey

This survey will include four visual surveys for southwest pond turtle and active searches for other sensitive terrestrial herps potentially occurring in the project area.

- Focused Survey for Santa Ana Speckled Dace and Arroyo Chub

Chino Creek has no known records of Santa Ana Sucker and habitat at the project site does not

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appear suitable. The focus of the survey would be for santa ana speckled dace and arroyo chub. This will include two field surveys at the two drainage crossings along Pine Avenue. The first survey will be a habitat suitability assessment, and, if required, the second survey will be an aquatic species presence/absence survey. A technical memorandum-style report will be prepared based on the results of the habitat assessment and a second technical memorandum-style report will be prepared based on the results of the aquatic species survey.

- Focused Crotch’s Bumble Bee

The project area contains suitable habitat for Crotch’s bumble bee (*Bombus crotchii*) and the species is known to occur in the project area. Focused bumble bee surveys will be performed with a total of three (3) site visits spaced 2-4 weeks apart between April and August.

- Fairy Shrimp

The project site will be evaluated to determine if suitable habitat is present on site for listed fairy shrimp. At this time, it is assumed that no suitable habitat will be identified. If suitable habitat is identified, then a scope and cost for conducting focused surveys for listed fairy shrimp will be provided to the City for approval.

Jurisdictional Waters Delineation

A qualified biologist will examine all relevant portions of the site and perform a routine-level delineation of the extent of potentially jurisdictional waters under both state and federal regulations. Evaluation for federal wetlands will follow the applicable methods in the 1987 manual from the Corps of Engineers and 2006 Arid West supplement from the Corps of Engineers, along with subsequent supporting materials and applicable regulations, policy, and case law. The study area for this work will include the proposed project footprint along with a 100-foot buffer. This scope and cost assume that the City will be responsible for obtaining and providing access. The work will be at a routine (rather than comprehensive) level of detail, that is, point sampling and standard criteria (hydrology, soils, and vegetation) will be used to identify, map and calculate total area for federal and state jurisdiction, but no laboratory testing of soils or water, no hydrological or hydrogeomorphic analysis or modeling, no formal statistical analysis, and no extensive records searching, will be provided. Evaluation of existing functions and values for jurisdictional areas will be addressed at a qualitative level. Mapping will be performed at a scale of 1-inch equals 200 feet (1:2400) or better, with a minimum mapping unit of no more than 0.05 acres and will reflect the delineated boundaries of any jurisdictional waters and wetlands present.

Photographs representative of relevant site conditions will be taken. As part of this task a separate jurisdictional delineation report will be prepared that includes background information, delineation methods, and the results of this delineation in text, tabular, and graphical formats. The NES will meet the standard requirements for a delineation report in the applicable regions of the Corps of Engineers, California Department of Fish and Game, and Regional Water Quality Control Board. The field determination with the Corps of Engineers and Department of Fish and Game is included. Agency coordination will occur soon after the initial field work has been conducted to ensure that all agency concerns are addressed.

Assumptions	
Deliverables	<ul style="list-style-type: none">▪ Draft/Final Biological Assessment Report▪ Draft/Final Burrowing Owl Report▪ Draft/Final Sensitive Plant Report

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- Draft/Final LBVI/SWFL Focused Survey Report
- Draft/Final White Tailed Kite and Tricolored Blackbird Report
- Southwest Pond Turtle and Sensitive Herp Report
- Draft/Final Santa Ana Speckled Dace/Arroyo Chub Report
- Draft/Final Jurisdictional Delineation Report

3.7 Paleontological Identification Report/Paleontological Evaluation Report

A combined Paleontological Information Report/Paleontological Evaluation Report (PIR/PER) will be prepared that will identify and document the viability of paleontological resources existing within the project's study limits. The following identifies the tasks to be performed.

Records Searches

The paleontologist will request paleontological records searches from the Natural History Museum of Los Angeles County (NHMLA) and San Bernardino County Museum (SBCM). The records searches will identify known paleontological localities within the Project area and a one-mile buffer, including those that may have been documented since the previous records search was completed for the area in 2017 in support of the originally proposed project.

Analysis of Existing Data

An analysis of existing data will be conducted that includes reviews of geologic mapping, published paleontological literature, previously completed paleontological assessment reports in the area, and available online databases such as the Paleobiology Database. Paleontological sensitivity rankings will be assigned to each geologic unit identified within the project area. The project area and a 0.5-mile buffer will be mapped onto the highest resolution geologic maps available and overlain with a paleontological sensitivity layer for ease of reference.

Field Survey

An initial review of geologic maps indicates that the project area is underlain by Holocene- and Pleistocene-age alluvial deposits. Holocene-age deposits are generally considered to have a low sensitivity for paleontological resources at and near the surface. However, Pleistocene-age alluvial deposits are generally considered to have a high sensitivity for paleontological resources since significant fossils have been recovered from these deposits in the project vicinity. Therefore, a field survey is recommended to verify the geologic mapping and identify the existing level of disturbance within the project footprint. If any fossils are identified during the survey, they will be documented in detail and reported to the City and Caltrans. No fossils will be collected during the survey; however, recommendations on the treatment of the fossils (e.g., preconstruction collection or sampling) will be provided.

Paleontological Identification Report/Paleontological Evaluation Report

The results of the records search, analysis of existing data, and field survey will be used to assign paleontological sensitivities to the geologic units within the project area using the Caltrans tri-partite system, which includes rankings of no, low, and high sensitivity. A combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be prepared to convey the methods and results of the study. The PIR/PER will also include a description of the proposed project, project footprint, proposed excavations, and geological and paleontological context of the project area, and a discussion

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of the potential to encounter significant paleontological resources during grading and excavation in the project area. Based upon the projections of the potential to encounter significant fossils, the PIR/PER will state the potential impact of the project upon paleontological resources and will provide detailed recommendations for further paleontological tasks to reduce identified adverse impacts/effects, if necessary.

Assumptions	<ul style="list-style-type: none"> ▪ Separate reports (i.e., PIR and PER) will not be required or prepared. ▪ Paleontological record search fees will not exceed \$540. ▪ A paleontological field survey will be completed by one (1) paleontologist in one (1) 8-hour day.
Deliverables	<ul style="list-style-type: none"> ▪ Draft PIR/PER (electronically to City and then to Caltrans) ▪ Revised Draft PIR/PER (electronically to City and Caltrans for concurrent review) ▪ Final PIR/PER for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.8 Paleontological Mitigation Plan

Consultant will prepare a Paleontological Mitigation Plan (PMP) that establishes the procedures to mitigate adverse effects to significant paleontological resources during project-related construction activities in accordance with City and Caltrans requirements, Society of Vertebrate Paleontology guidelines, and other industry standards. The PMP will include project background information and recovery goals; description of when and where paleontological monitoring will be required; pre-construction measures such as a pre-construction meeting and workers environmental awareness program training; monitoring methods and safety requirements; unanticipated discovery procedures and matrix sampling procedures; procedures for fossil salvage, data recovery, and laboratory work (including preparation, identification, and analysis); a repository agreement; and reporting requirements.

Assumptions	Implementation of the PMP is not included.
Deliverables	<ul style="list-style-type: none"> ▪ Draft PMP (electronically to City and then to Caltrans) ▪ Revised Draft PMP (electronically to City and Caltrans for concurrent review) ▪ Final PMP for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.9 Air Quality Report

The project is located within the South Coast Air Basin (SCAB) region of San Bernardino County. The SCAB region of the proposed project is within a nonattainment area for the federal 8-hour ozone (O₃), lead, and particulate matter less than 2.5 micrometers in diameter (PM_{2.5}) standards and within an attainment/maintenance area for the federal carbon monoxide (CO) and particulate matter less than 10 micrometers in diameter (PM₁₀) standards. Therefore, the proposed project is subject to Transportation Conformity.

An Air Quality Report (AQR) will be prepared and include the following discussions and analyses:

- *Regulatory Setting and Existing Conditions.* Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (ARB) and

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the South Coast Air Quality Management District (SCAQMD), the report will characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

- *Regional Conformity.* As a new interchange project that would increase capacity, the project is not exempt from regional conformity. The AQR will evaluate whether the project meets regional transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG).
- *Project-Level Conformity.* Evaluate whether the project meets project-level transportation conformity requirements, which will also be used to support the CEQA/NEPA analysis.
 - *Localized Carbon Monoxide Hot Spot Analysis.* Analyze the degree to which project-related traffic volumes have a potential to affect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
- *Localized PM_{2.5}/PM₁₀ Hot Spot Analysis.* The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local PM_{2.5} and PM₁₀ concentrations. Consultant will prepare the required PM Conformity documentation and submit to Caltrans for review and approval. Caltrans will then forward the documentation to the SCAG Transportation Conformity Working Group (TCWG). Consultant will lead the TCWG interagency consultation on behalf of the City.
- *Evaluation of Construction-Period Emissions.* A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model integrated into the CalEEMod model.
- *Evaluation of Operations-Period Mass Emissions.* Regional criteria pollutant emissions will be quantified using project-level VMT and current EMFAC emissions factors. This analysis will use VMT for existing condition, no-build condition for the opening year and horizon year, and build alternative conditions for the opening year and horizon year for each Build alternative.
- *Mobile Source Air Toxics.* Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed in NEPA documents. It is assumed that a quantitative analysis can be prepared.
- *Climate Change/Greenhouse Gas Emissions.* A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Operations-period GHG emissions will be quantified using regional daily VMT; and current EMFAC emissions factors. Consultant will present a comparison of GHG emissions under the Build alternatives and the No-Build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change will also incorporate the most recent guidance found on the Caltrans SER and Caltrans annotated outline. Construction GHG emissions will be quantified using the Road Construction Emissions Model integrated into the CalEEMod model.

Mitigation Measures. Consultant will develop mitigation measures, where applicable, to address significant air quality impacts, if present.

Assumptions | ■ The project will not be considered a Project of Air Quality Concern.

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	<ul style="list-style-type: none"> ▪ A screening-level PM conformity analysis will be sufficient, and is only included in the scope of work.
Deliverables	<ul style="list-style-type: none"> ▪ Draft AQR (electronically to City and then to Caltrans) ▪ Revised Draft AQR (electronically to City and Caltrans for concurrent review) ▪ Final AQR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.10 Air Quality Conformity Analysis Report

Under NEPA assignment, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. Following circulation of the Draft EIR/EA, Consultant will prepare a separate Air Quality Conformity Analysis (AQCA) report using the annotated outline for this report on the SER at the time that the report is initiated and will also prepare the Conformity Checklist based on the checklist that is available on the SER at the time that the AQCA report is prepared.

Assumptions	<ul style="list-style-type: none"> ▪ No comments related to air quality conformity will be received on the publicly-circulated Draft Environmental Document; therefore; the AQCA will not need to address such comments. ▪ The City will have the project accurately described in the FTIP with sufficient funding designated for future project phases to allow for approval of the air quality conformity determination.
Deliverables	<ul style="list-style-type: none"> ▪ Draft AQCA (electronically to City and then to Caltrans) ▪ Revised Draft AQCA (electronically to City and Caltrans for concurrent review) ▪ Final ACQA for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.11 Relocation Impact Memorandum

It is assumed that less than ten residential structures would be acquired and relocated as part of the proposed project. A Draft Relocation Impact Memorandum (DRIM) will be prepared pursuant to FHWA guidelines/policies to comply with the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970, as amended, the California Relocation Act, and as described in Chapter 10 of the Caltrans Right-of-Way Manual. With a DRIM document, it is assumed that relocation impacts within the project area are non-complex and adequate relocation resources are available for displaces, which is the assumed situation for the proposed project.

Using aerial photography, 2000 U.S. Census data, windshield surveys, and interviews with local real estate agents, we will identify characteristics of potential relocations, including the number/type of residences. It is assumed that businesses, farms, and non-profit organizations would not be displaced. In addition, we will identify and evaluate potential relocation resource areas and any difficulties that may arise, if appropriate.

Assumptions	
Deliverables	Draft Relocation Impact Memorandum

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3.12 Section 4(f) Evaluation

Based on the Section 4(f) *De Minimis* Finding Report (November 2023) prepared for the originally proposed project, there are four (4) resources subject to protection under Section 4(f) of the U.S. Department of Transportation Act of 1966. These resources include El Prado Golf Course, Prado Regional Park, Vila Borba Park, and one historic property (P-36-005096/CA-SBR- 5096/Cogstone Point) within the project's APE.

Consultant will prepare a Section 4(f) *De Minimis* Finding Report documenting that the project would meet the criteria necessary for a *de minimis* Section 4(f) finding to apply. It is assumed that no additional resources beyond the four previously identified resources will be identified or evaluated. The Section 4(f) *De Minimis* Finding Report will be appended to the environmental document and will, as necessary, include measures to avoid or minimize impacts on Section 4(f) resources. Consultant will prepare letters on behalf of the City and Caltrans that will be sent to the officials with jurisdiction over the Section 4(f) properties (with the exception of the cultural resources, which do not require such letters) to obtain their written concurrence that the project would not adversely affect the activities, features, or attributes that qualify the resources for protection under Section 4(f) of the U.S. Department of Transportation Act of 1966; written concurrence from the jurisdictions would be obtained following circulating the draft environmental document for public review and included in the final environmental document.

Assumptions	<ul style="list-style-type: none">▪ It is assumed that no additional resources beyond the four previously identified resources will be identified or evaluated.▪ Documentation beyond a Section 4(f) <i>de minimis</i> evaluation will not be required, and no more than four resources subject to protection under Section 4(f) of the U.S. Department of Transportation Act will be evaluated in the Section 4(f) evaluation which will be appended to the environmental document.▪ Section 6(f) resources will not be encroached upon by the project and no 6(f) resources will require evaluation.
Deliverables	<ul style="list-style-type: none">▪ Draft Section 4(f) <i>De Minimis</i> Finding Report (electronically to City and then to Caltrans)▪ Revised Draft Section 4(f) <i>De Minimis</i> Finding Report (electronically to City and Caltrans for concurrent review)▪ Final Section 4(f) <i>De Minimis</i> Finding Report for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.13 Water Quality Assessment Report

Consultant will prepare a Water Quality Assessment Report (WQAR) for the project based on the current Caltrans WQAR annotated outline. The analysis will include the general environmental setting, relevant water quality objectives and beneficial uses, and environmental consequences with the potential to impact water quality including anticipated changes to the physical, chemical, or biological characteristic of the aquatic environment, temporary impacts, and long-term impacts during operation and maintenance. In the event groundwater dewatering is required, it would be conducted on a temporary, short-term basis and would not impact groundwater resources. The water quality analysis is anticipated to be completed via desktop research from available sources of information including hydrologic characteristics of the site, along with engineering information on the existing and proposed impervious

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surface areas and proposed best management practices required by the MS4 Permit.

Assumptions	<ul style="list-style-type: none"> No fieldwork is required to prepare and obtain approval of the WQAR.
Deliverables	<ul style="list-style-type: none"> Draft WQAR (electronically to City and then to Caltrans) Revised Draft WQAR (electronically to City and Caltrans for concurrent review) Final WQAR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.14 Phase I Initial Site Assessment

Consultant will prepare an Initial Site Assessment (ISA) report in compliance with the Caltrans ISA Guidance Document. The work will be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The following identifies the tasks to be completed in support of the Phase I ISA:

- Review of information provided by client;
- Site reconnaissance to look for indicators of potential hazardous materials;
- Environmental database searches and outreach to various agencies, such as RWQCB, Department of Toxic Substance Control, Department of Health Services, and other City/County agencies that deal with hazardous materials;
- Interviews with those knowledgeable of the parcel/project;
- Reviews of selected historical records and mapping including aerial photos and maps, and;
- Completing the Caltrans User Questionnaires.

The ISA will include discussions of any recognized environmental conditions or areas of concern pertaining to hazardous materials or petroleum products that could impact the project. The reports will also include site location maps, site visit notes, User Questionnaires, environmental database search reports, historical topographic maps, aerial photographs, and selected photographs from the site reconnaissance. Consultant will also provide recommendations for additional investigation, if warranted.

Assumptions	No additional hazardous materials/waste effort, testing, or reporting beyond the ISA is included.
Deliverables	<ul style="list-style-type: none"> Draft ISA (electronically to City and then to Caltrans) Revised Draft ISA (electronically to City and Caltrans for concurrent review) Final ISA for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.15 Environmental Document

3.15.1 Draft Environmental Document

The CEQA document for the proposed project will be an Environmental Impact Report (EIR), and the NEPA document for the proposed project will be an Environmental Assessment/Finding of No Significant Impact (EA/FONSI). A combined EIR/EA will be prepared for the project. If the CEQA and NEPA documents need

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to be prepared separately, then this effort is not assumed or included in this scope of work. The EIR/EA format used will follow the annotated outline for combined EIR/EA included on Caltrans SER at the time the EIR/EA document is initiated.

Assumptions	<ul style="list-style-type: none"> ▪ A combined EIR/EA will be prepared for the project; preparation of separate CEQA and NEPA documents for the project is not included. ▪ The U.S. Army Corps of Engineers (USACE) will provide no more than two rounds of review comments on the Draft EIR/EA (EA portion only) before it is approved by the City and Caltrans for public circulation. ▪ No significant impacts will be identified under CEQA that cannot be mitigated to a level that is considered less than significant. ▪ No significant impacts related to vehicle miles travelled (VMT) will be identified and no VMT mitigation will need to be evaluated, identified, or developed. ▪ NEPA/404 integration process will not be required.
Deliverables	<ul style="list-style-type: none"> ▪ Draft EIR/EA (1) (electronically first to City and then to Caltrans for review) ▪ Draft EIR/EA (2) and Comment Response Matrix (electronically to City and Caltrans for concurrent review) ▪ Draft EIR/EA (3) and Comment Response Matrix (electronically to the City and Caltrans for review and concurrence and then forwarding to USACE for review) ▪ Draft EIR/EA (4) and Comment Response Matrix (electronically to City and Caltrans for review and concurrence, and then to USACE for review and concurrence) ▪ Final Draft EIR/EA for approval to circulate and Comment/Response Matrix (electronically to City and Caltrans for concurrent review/confirmation and City and Caltrans approval to circulate; assumes no further comments) ▪ Five hard copies and one electronic (pdf) final Draft EIR/EA for availability (this includes the copies for the availability locations)

3.15.2 Circulate Draft Environmental Document

The following tasks related to public circulation of the Draft EIR/EA will be conducted.

Master Distribution List

Consultant will utilize the mailing/distribution list prepared in consultation with Caltrans and the City and as included in the Draft EIR/EA, for the purpose of publicly distributing the Draft EIR/EA for public review.

Assumptions	The distribution list will be comprised of owners and occupants within 0.25 mile of the project.
Deliverables	Master Distribution List

Notices Regarding Public Hearing and Availability of DED

The Notice of Availability/Notice of Public Hearing (NOA/NPH) will be prepared in English and Spanish. Since a public hearing is assumed to be held, the notice will also need to be published a second time at least one week prior to the public hearing. The Notice of Completion and Environmental Document Transmittal will also be prepared for submittal to the LCI along with an electronic copy of the Draft EIR/EA. All submittals to the LCI will be made electronically only via CEQAnet.

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Assumptions	<ul style="list-style-type: none"> ▪ The NOA/NPH will be published in one English and one Spanish newspaper. Notice will be published twice in each newspaper. ▪ The cost of publication will be paid directly to the newspapers by the City.
Deliverables	<ul style="list-style-type: none"> ▪ Draft and Final NOA/NPH (assumed to be transmitted electronically with no hard copies) ▪ Draft and Final Notice of Completion & Environmental Document Transmittal for submittal to LCI (assumed to be transmitted electronically with no hard copies)

Publication and Circulation

Hard copies of the Draft EIR/EA and NOA/NPH will be provided to the availability locations (Caltrans, City, and libraries), digital media containing the document and a hard copy of the NOA/NPH will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOA/NPH will be provided to property owners and occupants within a 0.25 mile radius of the proposed project.

The Notice of Completion and Environmental Document Transmittal, along with the Draft EIR/EA, will be submitted to the LCI via CEQAnet. The NOA/NPH will be posted at the San Bernardino County Clerk's office.

Assumptions	<ul style="list-style-type: none"> ▪ A \$50 fee has been assumed for filing of the NOA/NPH at the San Bernardino County Clerk's office. ▪ All submittals to LCI will be electronic only (no hard copies). ▪ Hard copies of the technical studies will not be provided to the distribution locations. ▪ A link to the Draft EIR/EA to be hosted on the City's website will be included in the notice for anyone that wants to review the document.
Deliverables	<ul style="list-style-type: none"> ▪ Distribution of Draft EIR/EA to availability locations (up to five total locations [i.e., Caltrans, City, and libraries]) ▪ Filing of NOA/NPH with San Bernardino County Clerk ▪ Distribution of Draft EIR/EA to LCI (electronic only)

3.15.3 Public Comment Responses

At the close of the public availability period for the Draft EIR/EA, Consultant will review and respond to all comments received. In addition, Consultant will attend a meeting with City and Caltrans staff to review any written comments on the Draft EIR/EA that were received and to discuss potential responses to these comments, if the comments received warrant such a meeting. Otherwise, the comments will be responded to and incorporated directly into the Final EIR/EA.

Assumptions	<ul style="list-style-type: none"> ▪ No comments requiring new or extensive analyses will be received on the Draft EIR/EA or requiring the input of lawyers.
Deliverables	<ul style="list-style-type: none"> ▪ Responses to comments (included in Final EIR/EA)

3.15.4 Public Comment Responses

Working with the PDT the preferred alternative will be identified and documented in the Final EIR/EA. No deliverables are associated with this task as information will be directly incorporated into the Final EIR/EA.

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Assumptions	<ul style="list-style-type: none"> Selection of the preferred alternative will occur during a PDT meeting; attendance at an additional meeting (e.g., City Council meeting) is not required or included.
Deliverables	<ul style="list-style-type: none"> Information regarding identification of preferred alternative (included in Final EIR/EA)

3.16 Final Environmental Document

3.16.1 Final Environmental Document

The EIR/EA will be revised to include the responses to comments received during public circulation, to document the identified preferred alternative, and to document whether any changes to the project have occurred.

Findings

Findings of Fact (Findings) will be prepared in compliance with CEQA. The Findings will be submitted along with, and reviewed by the City with, the Final EIR/EA.

Statement of Overriding Considerations

The Statement of Overriding Considerations, if needed, will be prepared in compliance with CEQA. The Statement of Overriding Considerations will be submitted along with, and reviewed by the City with, the Final EIR/EA.

Public Distribution of Response to Comments

At least 10 days prior to adoption the responses to comments on the Draft EIR (as proposed for inclusion in the Final EIR/EA) will be provided to any agencies that commented on the Draft EIR/EA. It is assumed that no further comments will be provided by the reviewing agencies.

The submittals of the Final EIR/EA are identified below.

Assumptions	No submittals beyond those listed below are assumed or included in this scope of work.
Deliverables	<ul style="list-style-type: none"> Final EIR/EA/FONSI (1) (electronically first to City and then to Caltrans for review) Final EIR/EA/FONSI (2) and Comment Response Matrix (electronically to City and Caltrans for concurrent review and concurrence and forwarding to the Corps for review) Final EIR/EA/FONSI (3) and Comment Response Matrix (electronically to the City and Caltrans for concurrent review and concurrence and then to Corps for review and concurrence) (assumes no additional comments) Final EIR/EA/FONSI and Comment/Response Matrix (electronically to City and Caltrans for concurrent review and City and Caltrans concurrence and City approval to circulate response to comments to commenting agencies) (assumes no further comments) Electronic (pdf) Final EIR/EA/FONSI for final adoption and approval by the City and Caltrans (assumes no further comments or changes to the document will be required) Findings (to be submitted with, and reviewed with, the Final EIR/EA/FONSI)

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- Statement of Overriding Considerations (to be submitted with, and reviewed with, the Final EIR/EA/FONSI)
- Distribution of response to comments to commenting agencies (electronically only)

3.16.2 Notice of Determination (CEQA) and Federal Register Notice (NEPA)

Notice of Determination

The Notice of Determination (NOD) will be prepared in compliance with CEQA. The NOD will be electronically filed with the LCI on behalf of the City. The NOD would also be posted with the San Bernardino County Clerk. Along with the NOD, a California Department of Fish and Game (CDFG) filing fee would also be filed.

Federal Register Statute of Limitations Notice

Consultant will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of limitations. This notice will be prepared in compliance with the SER, and it is assumed that a Draft and Final version of the notice will be prepared, and that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

Assumptions	<ul style="list-style-type: none">▪ The CDFG filing fee will not exceed \$4,000.▪ The fee for filing the NOD with the San Bernardino County Clerk will not exceed \$50.
Deliverables	<ul style="list-style-type: none">▪ Draft and Final NOD (submitted electronically for review and to the LCI)▪ Draft and Final Federal Register Statute of Limitations Notice (electronically only)

TASK 4 – SUPPORTING STUDIES

4.1 Geotechnical Investigations and Geotechnical Report

The Consultant will ensure that all geotechnical conditions within the Project limits that may affect final design and construction are identified and addressed in the design of the Project.

Preliminary Geotechnical Report

Consultant will prepare a Preliminary Geotechnical Report for the project to provide preliminary geotechnical information for the Project Concept Report and Type Selection process. This report will be prepared using the available subsurface data.

Geotechnical Field Exploration

The Consultant will perform soil borings and studies as part of geotechnical field study to obtain detailed information required for design of the Project. According to Caltrans and AASHTO recommendations, a soil boring is required at each bridge support location when the substructure width is less than 100 feet. The proposed bridge is expected to have 39 supports: two with a span of 40 feet, 27 with spans of 44 feet, and ten with spans ranging from 101 to 145 feet. Based on AASHTO guidelines, a total of 39 soil borings would typically be required for this bridge. To provide a more cost-effective solution for the City, the consultant proposes to drill only 8 soil borings for the shorter spans (i.e., 40 to 44 feet spans). This

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approach will reduce the total number of bridge borings from 39 to 20, while still providing adequate geotechnical information for design. If additional borings are required to satisfy the Caltrans/AASHTO guidelines of a boring per support, or to mitigate potential claims during construction, consultant's scope and fee will need to be revisited to accommodate the additional borings.

Based on this information, the Consultant's geotechnical field investigations plan is presented in Table 4.1. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Table 4.1. Proposed Soil Boring Information

Design Element	Number of Borings	Approximate Depth (feet)
Bridge Abutments	2	80
Bridge Longer Spans Bents	10	125
Bridge Shorter Spans Bents	8	80

The consultant will prepare a boring location plan, which will be submitted to the City for review and approval. Once approved, the plan will be used to obtain the necessary well permits, no-fee City encroachment permit and USACE permits.

The Consultant will notify the City at least 48 hours prior to boring operations and work with USACE to obtain the appropriate permits. Immediately after obtaining soil samples, boring holes will be backfilled with non-shrink grout or an alternate material acceptable to the City's Public Works Department or USACE.

The Consultant will provide all required traffic control measures during geotechnical field work in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices and in accordance with City regulations/ordinances and USACE.

The Consultant will obtain all required permits and utility mark-outs at least 48 hours prior to commencement of any geotechnical field work.

The Consultant will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples shall be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils shall be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the testing laboratory. In addition, the consultant shall obtain three representative soil specimens for scour study: one at 100' upstream, one at bridge location and one at 100' downstream. At bridge, specimens shall be collected at 1-2 feet, 5 feet, and 10 feet from a boring. At upstream and downstream, specimens shall be collected using a shovel at a depth of about 1 to 2 feet below the channel bottom.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. The Consultant will perform various laboratory tests to determine or derive physical and engineering characteristics of soils. Anticipated laboratory tests include: in-situ density and moisture content, grain

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size, Atterberg Limits, direct shear, UU triaxial, consolidation, R-value, and soil corrosion tests. Laboratory tests will be conducted in general accordance ASTM International standards or California Test methods.

Geotechnical Engineering Analyses

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

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

Geotechnical Report

A licensed Geotechnical Engineer in the State of California will prepare and submit a Geotechnical Report to summarize subsurface results and provide all the geotechnical design and construction recommendations for the project, which will include recommendations for bridge, retaining wall, and pavement structural sections. All comments resulting from the City of Chino review will be addressed by the Consultant and incorporated into final report as necessary.

Assumptions	<ul style="list-style-type: none"> ▪ Geotechnical investigation is allowed between 7 AM and 7 PM on weekdays. ▪ No investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, work will immediately be terminated and the City will be notified. ▪ For the abutments and shorter span bents, the boring depths are based on small diameter piles (24-inch or less). ▪ No permit fee was assumed for encroachment permits. \$8,000 was allocated for San Bernardino County well permit fee. ▪ No recommendations for sound walls, overhead signs, and soil infiltration rates. ▪ No site-specific ground motion analyses ▪ Site-specific traffic control plans are not required; CA MUTCD will be used for traffic control plans. ▪ Boring locations will be patched with rapid set concrete with black dye to replace asphalt that is removed by excavations; no hot mix/sawcut repair. ▪ No pavement rehabilitation recommendations. ▪ Design support during construction is not included.
Deliverables	<ul style="list-style-type: none"> ▪ Preliminary Geotechnical Report ▪ Boring Location Map ▪ Log of Test Borings ▪ Draft/Final Geotechnical Report

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4.1.1 Biological Resources Memorandum

Consultant will prepare a brief Biological Resources Memorandum which will summarize pertinent information from the NES prepared for the project; this memorandum will support the CEQA Categorical Exemption for the geotechnical borings.

Assumptions	<ul style="list-style-type: none">▪ No additional surveys beyond those conducted for the project's NES are assumed or included.▪ A CDFW Section 2081 Incidental Take Permit (ITP) is not assumed or included.
Deliverables	<ul style="list-style-type: none">▪ Draft and Final Biological Resources Memorandum (electronic only)

4.1.2 Cultural Resources Memorandum

Consultant will prepare a brief Cultural Resources Memorandum which will summarize pertinent information from the HPSR prepared for the project; this memorandum will support the CEQA Categorical Exemption for the geotechnical borings.

Assumptions	<ul style="list-style-type: none">▪ No additional studies beyond those prepared for the project's HPSR are assumed or included.▪ Borings will not be located on properties with identified cultural resources.▪ No SHPO consultation will be required.▪ No Native American consultation will be required beyond that conducted for the Pine Avenue Connector/Bridge project.
Deliverables	<ul style="list-style-type: none">▪ Draft and Final Cultural Resources Memorandum (electronic only)

4.1.3 CEQA Categorical Exemption

Consultant will support the City to prepare the Notice of Exemption (NOE) form for the City's filing with the County Clerk and LCI.

Assumptions	<ul style="list-style-type: none">▪ The City will file the NOE with the County Clerk and LCI.▪ The City is responsible for paying the County Clerk filing fee.
Deliverables	<ul style="list-style-type: none">▪ Draft and Final NOE Form (electronic only)

4.1.4 NEPA Environmental Assessment

Consistent with the process that was implemented during the Pine Avenue Extension project, it is assumed that the U.S. Army Corps of Engineers (USACE) will require the preparation of an Environmental Assessment/Finding of No Significant Impact for the geotechnical borings that are performed and that the Corps will be the NEPA lead agency for this effort. This will require meeting/coordinating with USACE, preparing a short form NEPA Environmental Assessment (EA) for conducting the geotechnical borings on USACE-owned property. Consultant (i.e., up to two staff) will attend up to four (4) meetings with USACE to confirm the format and content of the NEPA EA, and to address comments provided on the Draft and Final EA. It is assumed that the short form EA that is required will be limited to just the EA short form, will utilize information developed for the technical studies, and will not be prepared until the technical studies for the Pine Avenue Connector/Bridge project have been completed. The level of effort shown is estimated based on what is known at this time. If additional effort is required for USACE

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involvement/activities then this will be communicated to the City and a scope of work and cost estimate for this additional effort will be provided before Consultant begins that work. In addition, if the borings need to move forward prior to approval of the technical studies and then preparation and approval of the EA/FONSI by USACE then this would be considered out of scope and a separate scope and cost for this effort will be provided to the City for approval prior to conducting this work.

Assumptions	<ul style="list-style-type: none"> ▪ Borings will not need to be conducted before the EA/FONSI can be prepared and approved after the technical studies have been approved for the Pine Avenue Connector/Bridge project. ▪ A full NEPA EA will not be required; only a short-form EA is assumed and included. ▪ USACE will provide two rounds of review comments before approving the Draft EA. ▪ USACE is responsible for circulating the Draft EA for public review. ▪ No detailed analyses or evaluations will be required beyond those included in the approved technical studies for the Pine Avenue Connector-Bridge project. ▪ Any notice publication, if required, would be coordinated by the Consultant and the publication would be placed and paid directly to the newspaper(s) by the City. ▪ No public meeting(s)/hearing(s) are assumed or included. ▪ No comments will be received on the publicly-circulated Draft EA that will require studies or analyses beyond those prepared for the proposed project as part of the approved technical studies and no updates to the previously prepared studies and analyses will be required. ▪ USACE will provide no more than two rounds of review comments on the final EA/FONSI before approving the final EA/FONSI.
Deliverables	<ul style="list-style-type: none"> ▪ Draft and Final short form NEPA EA (electronic only)

4.2 Hydraulic / Hydrology Analysis

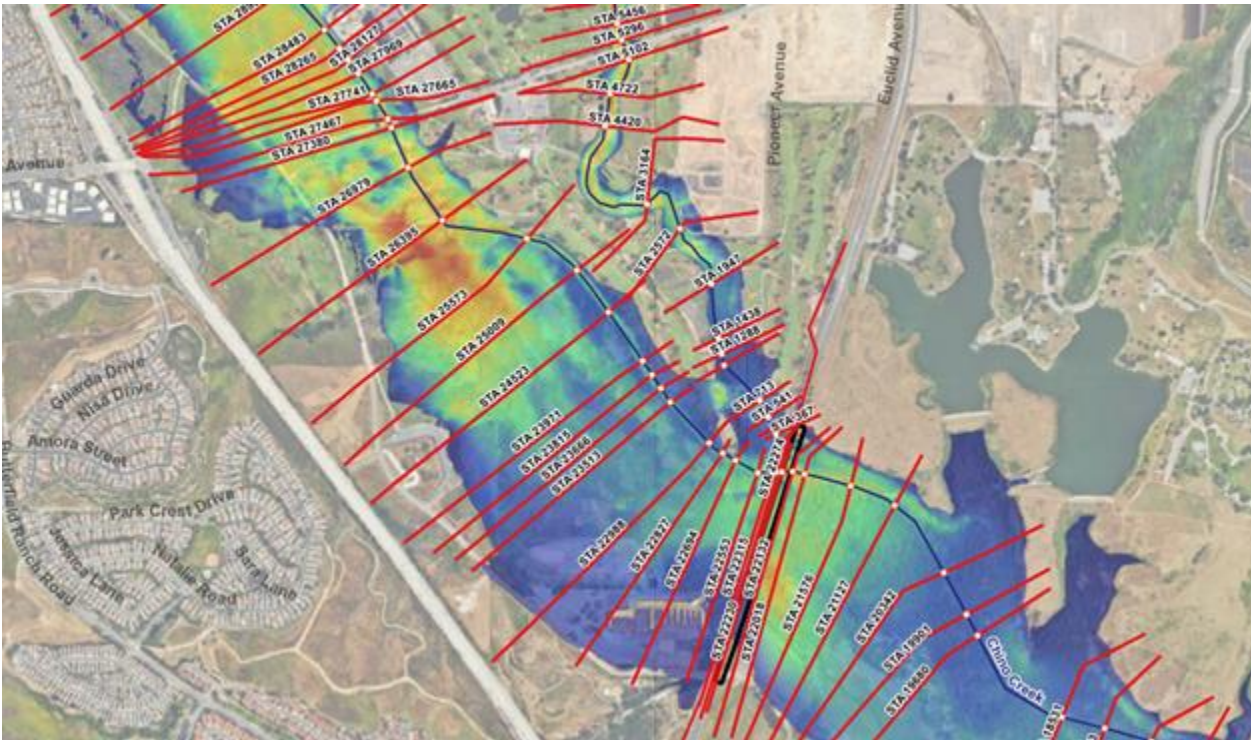
A Hydraulics/Hydrology Study shall be prepared summarizing the findings and proposed drainage improvements/impacts to the area. In addition, the Consultant shall identify potential storm water quality impacts and develop options to avoid, reduce, or minimize the potential for storm water quality impacts. The Consultant shall incorporate into its design Low Impact Development (LID) Best Management Practices to mitigate any identified impacts. Drainage areas and total disturbed areas shall be defined, as will climatic conditions, existing drainage conditions, site permeability, soil texture, existing vegetation, and groundwater.

The Reservoir Operations of the USACE Los Angeles District is anticipated to require the preparation of a Hydraulic Impact Memorandum to demonstrate that the embankments and improved crossings will allow water to backflow in the reservoir without impediment. The legacy two-dimensional (2D) hydraulic model that was prepared and reviewed by ACOE Los Angeles District is not compatible with the newer versions of HEC-RAS and the integration of long span bridges. An updated hydraulic model needs to be built using the legacy model and the most recent model for the Euclid Avenue bridge.

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The proposed improvements are assumed not to impact the reservoir operations, including the federal project on the Santa Ana River Mainstream. The consultant shall prepare a two-dimensional (2D) hydraulic analysis to identify potential backwater and storage effects within the basin from 1,000 linear-feet downstream of the Euclid Ave bridge to the Chino Creek Levees. The 2D hydraulic analysis will also include the proposed improvements at Euclid Avenue for consistency. A one-dimensional (1D), steady-state, bed adjustment analysis shall be performed to determine if increased deposition or excessive scour will occur with the proposed design.

Coordination with the Hydraulic Group of ACOE Los Angeles District is anticipated to obtain consensus on the bridge geometry and support the issuance of the 408 Permit.



Consultant shall update the existing Location Hydraulic Study Report for review and approval by Caltrans. The update shall define the updated scope of work and alternatives of this new alignment versus the original 2018 alignment and identify mitigation alternatives to floodplain encroachment.

Assumptions	Advanced studies will focus on the preferred alignment selected by the City.
Deliverables	<ul style="list-style-type: none">▪ Preliminary and Final Hydraulics / Hydrology Study▪ Caltrans Local Hydraulic Study▪ USACE – No Regional Adverse Impact Memorandum

4.3 Borrow Site(s) Studies

With a bridge design there should be limited soil import, but there will be some. A borrow site was identified from the previous Pine Avenue Connection project which is an attachment. Based on the 30% conceptual design, a certain number of cubic yards of soils will be required for the project. The extent of field investigation that will be required at each borrow site will depend on the amount of fill required.

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The consultant will investigate borrow sites and perform laboratory testing to determine moisture density of the in-situ soils, expansion potential, corrosivity, gradation, Atterberg limits, and modified proctor. Data obtained from the field investigation and laboratory will be evaluated and recommendations will be developed regarding the suitability of the proposed borrow sites material for use as potential fill at some limited locations.

Consultant shall prepare an earthwork volume analysis and exhibit for potential roadway embankment to assess the volume of displacement within the Prado Dam inundation area and coordinate with the City of Chino, City of Chino Hills, OCFCD, USACE, SBCTA, & Caltrans on identifying appropriate borrow areas within the Prado Dam inundation limits to offset the resulting displacement. Earthwork volume analysis and exhibit of the proposed borrow areas will also be prepared by the consultant. Consultant shall assist in the process through OCFCD and USACE for approval of the proposed volume balance plan and permit issuance.

Assumptions	<ul style="list-style-type: none"> ▪ This scope assumes that geotechnical data / lab testing obtained for the borrow site during the prior phase of the Project can be reused for this this phase. ▪ One (1) round of revisions to the Borrow Site Report is anticipated.
Deliverables	<ul style="list-style-type: none"> ▪ Borrow Site Report ▪ Earthwork Volume Analysis ▪ Borrow Site Areas Exhibit ▪ Borrow Site Grading Plans

4.4 Water Quality Management Plan (WQMP)

Consultant shall prepare and submit for review a preliminary and final water quality management plan (WQMP) per State of California - Santa Ana Regional Water Quality Control Board guidelines. The WQMP will be per the Transportation Project BMP Guidance and Template, which includes site design Best Management Practices (BMPs) and Low Impact Development (LID) BMPs to the maximum extent practicable based on the EPA Green Streets Guidance. The P-WQMP will include a conceptual grading plan, preliminary drainage report, preliminary geotechnical report., include the owner's certification, a detailed narrative of BMP implementation, and responsibilities for maintenance and inspection.

The Final WQMP will build upon the approved P-WQMP, and the F-WQMP will require recording through the County Clerk-Recorder's Office.

Assumptions	The implementation of BMPs will be per the Transportation Project BMP Guidance and Template.
Deliverables	<ul style="list-style-type: none"> ▪ Preliminary Water Quality Management Plan ▪ Final Water Quality Management Plan (Three (3) hardcopies and one (1) electronic (Adobe PDF))

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TASK 5 – ENVIRONMENTAL PERMITTING

Consultant shall determine whether the project will require a USACE Individual Permit, or a Nationwide Permit based on the project impacts which will be determined by the Consultant at the 90% Conceptual Design of the Project.

1. Pre-Application Consultation with Agencies

Consultant shall initiate contact with the concerned agencies (USACE, CDFW, and the Regional Water Quality Control Board) to provide preliminary project information, solicit concerns, potential mitigation options, and discuss the requirements and timing associated with the regulatory permits. All effort will be made to conduct the pre-application consultation at a project site meeting. However, depending upon resource agency staff workload and availability, such contact may consist of a virtual meeting and written communication. It is assumed that three (3) virtual meetings will be required.

2. Determination from the Consultant & Required Permits

Based on the determination by the Consultant, the specific permitting will be prepared for either the Nationwide or Individual Permit for the Project. The latest/current permits that will be prepared by the consultant based on their determination will include: Section 408 permissions for all modifications to the Congressionally authorized and constructed USACE project, Section 404 Permit Notification, Section 401 Water Quality Certification, CDFW Lake and Streambed Alteration Agreement, CDFW Section 2081 ITP, CWA 404(b)(1) Guidance Memorandum, Jurisdiction Delineation, draft Mitigation Plan, CRAM Memorandum, Phased Cultural Resources Reporting, Environmental Sensitive Area Action Plan/Monitoring & Discovery Plan, Finding and Effect and Phased Identification Plan, Tribal Consultation, and other potential documents necessary to secure permitting as determined by the consultant.

3. Coordination Processing

The resource agency notifications will be coordinated with USACE Los Angeles District, Santa Ana RWQCB (Region 8), and CDFW Inland Deserts Region (Region 6) throughout processing to ensure that any potential issues are made known to the project team and resolved at the earliest possible opportunity. Additionally, as the project area is within and immediately adjacent to USFWS designated critical habitat for LBVI and as LBVI are known to occur within the project area, coordination and consultation will be held with USFWS. Coordination may include telephone, e-mail, virtual meetings, or written correspondence, or in person meetings with the agencies.

It is assumed by the City that up to four rounds of reviews and comments will be required by the reviewing agencies. It will be the responsibility of the consultant to prepare the path moving forward during the 90% design phase of the Project. Please note a CEQA Notice of Determination will be required before the final Streambed Alteration Agreement and Water Quality Certification can be issued for the project.

4. Permit Application Fees

The City will be responsible for any fees associated with the permits.

Assumptions	▪ At the time of proposal submittal, it is assumed the project will require a Section 404 Nationwide Permit (NWP) #14 – Linear Transportation Projects and that the project will result in less than 0.5 acre of impacts. This assumes the project will not change its limits, proposed activities, etc., beyond those permitted under NWP #14.
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	<ul style="list-style-type: none">▪ Currently issued NWP's will expire on March 14, 2026.
Deliverables	Draft and Final applications/reports to secure the proper permits and permissions per the 90% Design Plan determined by the Consultant.

TASK 6 – PUBLIC OUTREACH

The Consultant shall coordinate all Pre-Design and Design-Phase Public Outreach efforts for the Project, which includes developing and implementing a public outreach plan. Public input will be an integral part of the Project, and the Consultant will oversee and direct outreach efforts and communications with a variety of audiences during this process, including residents, business owners, interest groups, neighborhood groups, and other stakeholders. Efforts may include developing and maintaining a project website, hosting community meetings, resident meetings, conducting community assessments, hosting design charrettes, and other related public outreach efforts.

Consultant shall develop a stakeholder list for contracting the public regarding meetings, and project updates. The Consultant will assist with scheduling and hosting public meetings both in Chino and Chino Hills, preparing and distributing notices, receiving and summarizing public comments, and distributing environmental documents during public review periods. The Project will require a CEQA Environmental Impact Report (EIR). The Consultant will assume participation in the following key EIR milestones:

- a. Notice of Preparation
- b. Scoping Meetings
- c. Notice of Completion / Notice of Availability, and Public Circulation of Draft EIR and Final EIR
- d. Public Hearing(s)
- e. Final EIR/EA

All public outreach efforts for the environmental phase shall comply with CEQA/NEPA requirements.

The Consultant shall facilitate stakeholder/community engagement activities. Activities may include a combination of community "pop-up" events, in person surveys, and traditional workshops. Two standalone community workshops may be required depending on initial community feedback.

Consultant shall attend Infrastructure Committee Meetings, Planning Commission Meetings, and City Council Meetings. The consultant will develop key messaging and collateral, consistent with City branding, such as posters, postcards, flyers, social media, and survey questions, to solicit participation and input as part of the engagement process for the EIR.

Consultant shall develop and host a website for the project while working closely with the City of Chino Public Outreach team. The project may have a direct link from the City's homepage or a separate page from the City of Chino's website, and a separate domain name may be utilized.

Consultant shall prepare Fact Sheets and Frequently Asked Questions (FAQ) to include on the website, and for use at briefings, presentations, meeting and events. Materials shall be prepared in English, Spanish, and Mandarin. Multilingual translation at meetings and of collateral material to be provided by Consultant, and final translation to be approved by the City.

Final approval of material will be determined by the City of Chino. Collaboration will be required with

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other agencies such as City of Chino Hills, Caltrans, USACE, and SBCTA. The Consultant will host a community meeting, along with City staff prior to construction to update the public on the design features, anticipated construction staging, and other elements. Consultant will work closely with the City team for a groundbreaking ceremony as the project begins.

Assumptions	<ul style="list-style-type: none"> ▪ Costs for implementing the groundbreaking ceremony are not included in the proposed budget ▪ Electronic surveys (up to 2) will be conducted as part of existing notification campaigns ▪ Participate in up to 10 community engagement events (pop-ups) and up to two online surveys ▪ Support at City Council (12) and Committee Meetings (12) ▪ Conduct large engagement forums at major environmental/project milestones – up to 3 per round; 2 in-person, 1 virtual <ul style="list-style-type: none"> • Public scoping meetings • Community workshops • Public hearings • Final Design Open Houses
Deliverables	<ul style="list-style-type: none"> ▪ Public Outreach Plan (draft and final) ▪ Stakeholder/contact database (with regular updates) ▪ Comment/inquiry log and engagement log ▪ Collateral materials (fact sheet, FAQ), trilingual (English, Spanish and Mandarin) ▪ Project website (develop/update) and social media content calendar ▪ Work plans for major environmental milestones (NOP, Draft EIR/S, Final EIR/S) and other major engagement campaigns (workshops and open houses) ▪ Multilingual materials and notifications (mail, e-blasts, print ads, social media) ▪ Video recordings of virtual meetings ▪ Outreach summary reports ▪ Outreach plan to support a future groundbreaking ceremony

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TASK 7 – TOPOGRAPHIC AND BOUNDARY SURVEYS

The Consultant shall conduct topographic and boundary surveys for all properties within the Project area. The boundary survey shall establish ties to the SR-71 and Pine Avenue Interchange right-of-way and nearest established survey boundary markers and shall include the elevations, the locations of all rights-of-way, utility and other easements, and other encumbrances, and building locations and setbacks from all property lines. The topographic survey shall identify and map the contours of the ground and existing features on the surface of the earth or slightly above or below the earth's surface (i.e. trees, buildings, streets, walkways, manholes, utility poles, retaining walls, etc.).

It should be noted that prevailing wages will apply for certain professional services such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils, or foundation investigations, environmental hazardous materials and so forth per the requirements of California State Prevailing Wage. Other considerations include:

1. All boundary line data shall include all distance, bearing, delta, and other necessary information for all properties within the Survey Area.
2. General building outlines and locations shall be depicted with building setbacks by bearing and distance from each major corner.
3. Properties which abut with SR-71 Interchange at Pine Avenue shall be properly identified, showing distance to the nearest known datum point along the right-of-way.
4. Surveys shall be plotted using AutoCAD (latest version) and provided in a .dwg file format readable by the City's Public Works Department's (PWD) AutoCAD system. Boundary lines, grade elevations, rights of way, easements, contours, and building locations shall be in separate layers.
5. Surveys shall be completed in accordance with all requirements of the San Bernardino County Registrar-Recorder/County Clerk's Office, and suitable for recording. The City's preferred data projection and datum is the National Geodetic Vertical Datum of 1929 (NGVD29).
6. It is assumed that Caltrans "ABC" mapping requirements shall apply to this project. Consultant will notify agency if this is not a requirement which can be removed from the scope.

1. Review of Existing Plans, Studies, and Other Relevant Documentation

The Consultant, with assistance of the City, shall assemble all available information and reports pertaining to the Project including utility information, aerial maps, survey and right-of-way data, geotechnical reports, traffic analysis, environmental and biological studies, and any additional pertinent information for the Project to develop preliminary engineering. The Consultant shall provide a list of all other reports, plans, studies, documents and information that are needed for the design of the Project. The City will provide copies of all records that are available at the City. For all other records needed for the design of the Project, the Consultant shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project-related data needed to prepare a complete PS&E package.

2. Field Surveys

The Consultant shall review existing utilities and improvement plans and conduct a visual field survey to review and record existing conditions in the Project study area to identify any unusual or special conditions that may affect the Project design or construction. This shall include an inventory of existing

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facilities, including but not limited to roadways, irrigation, USACE and flood control facilities, utilities, drainage, and existing land use including general land parcel information along the project corridor including City-owned, State-owned, USACE-owned, Chino Hills-owned, OCFCD-owned, and private land parcels in the Project area.

Assumptions	
Deliverables	<ul style="list-style-type: none">▪ Documentation of pertinent information including photographs, mapping, schematics, field notes, as-built plans, and other required information▪ Aerial Topography (CAD)▪ Record Right of Way Base Map (Based on Record Data) (CAD and PDF)▪ Field Cross Section Street Survey (CAD)▪ Final Record of Survey Map (CAD and PDF)

TASK 8 – RIGHT OF WAY ENGINEERING / APPRAISALS AND ACQUISITIONS

To acquire all necessary property and easements needed for the project, including license agreements with USACE for use of their flood control right-of-way, and right-of-way certifications with Caltrans, the Consultant shall obtain all existing property ownership information needed to complete the design of this Project and complete right-of-way and easement acquisition documentation needed to construct the proposed bridge. The Consultant shall obtain copies of Title Reports and other pertinent data, and coordinate with staff from public agencies and property owners in preparation of final right-of-way documentation. The final documentation shall identify all affected parcels and their owners and describe additional right-of-way or easements necessary to construct the proposed improvements. Specific tasks include:

1. The Consultant shall coordinate with USACE to finalize the easement or license agreements required to encroach, construct, and maintain the Project within USACE right-of-way.
2. The Consultant shall prepare legal descriptions and plats of all right-of-way acquisitions or easements needed for completion of the proposed improvements.
3. The Consultant shall appraise all properties where additional right-of-way or easements are required to construct the proposed improvements.
4. The Consultant shall negotiate with property owners to obtain additional right-of-way, easements, or "Right-of-Entry" agreements to construct the proposed improvements.
5. The Consultant shall process and record all agreements, deeds, easements, "Right-of-Entry", and other property-related documentation.
6. The Consultant shall coordinate with the City, Chino Hills, USACE, and Caltrans to establish a uniform operation and maintenance program for the Project.
7. The Consultant shall also be responsible for the timely preparation and submittal of all required Caltrans forms and obtaining written authorization from Caltrans (E-76) to proceed with the right-of-way acquisition phase to secure any necessary right-of-way for the Project.
8. If required, the acquisition process shall be conducted in accordance with Caltrans procedures, the California Civil Code, and any applicable laws. Appraisals shall be conducted in conformance

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with the Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Act requirements. Each appraisal shall include an independent formal appraisal review.

9. Consultant shall coordinate with the City on acquisition offer packages and negotiate in good faith to reach an acceptance of the offer. A condemnation action may be recommended should negotiations reach an impasse. Consultant assumes that no Resolutions of Necessity will be required for this project.

Assumptions	<ul style="list-style-type: none"> ▪ Prepare Right-of-Way Data Sheets (Caltrans Exhibit 17-EX-21) for up to 2 build alternatives ▪ All files will be provided as one (1) electronic file (Adobe PDF) copy and one (1) electronic file copy in original file format ▪ Preparation of up to nine (9) appraisal reports ▪ Conduct up to nine (9) appraisal reviews ▪ Transmit up to nine (9) executed documents (Agreements and Deeds/Easements)
Deliverables	<ul style="list-style-type: none"> ▪ Survey field notes ▪ Right-of-Way requirements mapping ▪ Right-of-Way data sheets ▪ Legal descriptions and plat maps for all acquisitions and necessary easements ▪ Right-of-Entry agreements ▪ Calculation sheets, research records, a record-of-survey, and all necessary exhibits to complete an authorization to proceed into ROW phase (E-76) ▪ Appraisal reports ▪ Appraisal reviews ▪ Agreements and Deeds/Easements

TASK 9 – UTILITY COORDINATION AND RELOCATION

The Consultant shall coordinate with all potentially affected utility companies within the Project limits to ensure that all existing facilities, both underground and overhead, are identified accurately during the final design phase. The Consultant shall coordinate efforts with these resource agencies, to the extent needed, to prepare the PS&E package.

The Consultant shall review the preliminary utility survey and plans completed during the preliminary engineering phase for the Project to verify that all affected utilities including, but not limited to water, electric, gas, communication, storm drain, and sewer utilities have been identified within the Project limits. The Consultant shall address any utility conflicts by modifying the design of the improvements or designing any required utility relocations, if the relocation is not covered by a franchise agreement. The design for any utility relocation shall conform to the standards of the utility owner. If utility relocations are necessary for the Project, the Consultant shall also be responsible for timely support of the City's preparation and submittal of all required Caltrans forms and obtaining written authorization from Caltrans (E-76) to proceed with utility relocations.

Research should include both a field review/field work and review of available as-built drawings and encroachment permits for the Project area. The results of this review shall be a final database of utility records indicating type of utility, owner, drawing number, and other relevant information. Consultant shall

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also prepare a final base utilities map of the Project area showing locations of all existing utilities including size and depth where applicable.

1. Utility Coordination: Develop a preliminary utility database/matrix and base map indicating any major utilities including national-trunk fiber-optic telecommunications, oil lines, and (reclaimed) water lines. The Consultant shall coordinate with all the affected utility companies and governmental agencies to obtain precise horizontal and vertical locations of their existing facilities. Said information shall be clearly shown and noted on the plans and taken into consideration for the final design for the project. The Consultant shall keep accurate records of all correspondence with affected utility companies and governmental agency representatives. During the 30% design and layout, utilities shall be identified which may require relocation or adjustments. The City anticipates impacts to an Edison tower located east of SR-71, SCE power poles along Pine Avenue, and SAWPA lines. Consultant shall prepare and send Relocation Letters to utility owners as necessary, coordinate and plan meetings with the utility owner, design team, and the City as needed to discuss the project design, the utility conflicts, and design relocation alternatives.

Consultant shall send Letters of Project Notification to request facility maps and system information including property rights for utilities and substructures. City shall provide list of utilities and contact information. Consultant shall plot existing facilities on a base map and determine conflicts and relocation options and any interim relocations that may be required during construction. Consultant shall submit grading, and improvement plans for affected utilities for their use in relocation design. Consultant shall identify easement impacts and required new easements, if any. Consultant shall coordinate to obtain final relocation plans and agreements.

The coordination by the consultant will include the relocation of 66Kv lines, 12 Kv lines, AT&T, CATV, SCG, and the SCE Transmission Tower. Consultant shall send Letters of Project Notification and request facility maps and system information including property rights. Consultant shall plot existing facilities on a base map to include all the necessary information. Consultant shall request engineering fees from the various utilities and coordinate payment for the City. Consultant shall meet with the appropriate real estate groups to discuss project and probable conflict with facilities and impacts to existing facilities. Consultant shall perform the necessary topographic survey to obtain elevation data as required by SCE to perform necessary sag calculations.

Consultant shall submit grading, and improvement plans to the various utility companies during the stages of design submittals to coordinate with the various utility teams and City for required/requested modifications.

2. Utility Location / Depth Verification: To significantly reduce the risk of loss of property, damage, and injury associated with contacting or cutting underground utilities, the Consultant shall perform utility excavations (methodologies include potholing or Electronic Depth Verification), to confirm that the location and depth of affected utilities are correctly identified for final design and to avoid conflicts during construction. Dig Alert shall also be contacted to mark utility alignment in the field prior to any subsurface activity.

The Consultant shall identify all critical utilities (if any) that should be potholed or verified via Electronic Depth Verification (conductive/inductive locating). Potholing work shall be conducted by the Consultant, or coordinated through a licensed sub-consultant whose area of specialty is potholing utilities. The Consultant shall work with the City's Project Manager and individual utility owner(s) to identify which utility companies will conduct their own potholing activities.

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The Consultant shall determine the precise horizontal and vertical location of each utility that is potholed. This list of required potholes and the schedule to commence work shall be coordinated with the individual utility owner(s) and shall be approved in advance by the City’s Project Manager. Coordination and permits with USACE will also be required as part of the exploratory process. The Consultant shall notify the City at least 48 hours prior to potholing utilities and coordinate with USACE as necessary. Immediately after determining the precise location and depth of the utility, potholes shall be backfilled with non-shrink grout or an alternate material acceptable to the City’s Public Works Department or USACE.

3. The Consultant shall coordinate with City and other public and private service providers regarding traffic control and staging of construction and other field work. The Consultant shall also coordinate and cooperate with the City and all affected utility companies for their design of utility and relocations, and possible undergrounding of overhead utilities. The Consultant shall incorporate design and approval timelines needed by utilities to ensure Project milestones are met. The Consultant or sub-consultant(s) shall provide all required traffic control measures during excavation work in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices. The Consultant shall submit a report listing all the information obtained during potholing of existing utilities. The pothole information shall be shown on a map in plan and profile views. The report shall list the impact on the current 30% design and later design phases for the Project and recommend any necessary changes to the design or utility. The Consultant shall indicate all utility work on the plans and in the specifications. The Consultant shall also provide copies of the plans and/or in digital format if requested by the utility companies.

4. Consultant shall provide plans and work closely with the City and SAWPA for the relocation of the SAWPA brine line if the proposed bridge columns impact the brine line. A Design survey will be necessary to identify the location of the brine line, manholes and inlets. Dipping of manholes will be required. Legal descriptions will be required and prepared by the consultant for new easements if deemed necessary. Consultant will assume 30%, 60%, 90%, and 100% designs to be submitted to SAWPA for their review along with an engineer’s estimate, and technical specifications based on SAWPA recommendations. Consultant expects to attend meetings between the City and SAWPA.

Assumptions	If relocation of brine line is required, participate in up to eighteen (18) meetings between the City and SAWPA
Deliverables	<ul style="list-style-type: none"> Final Utility Database and Base Map Electronic file (Adobe PDF) copy, and an electronic file copy in original file format shall be provided if different from PDF Approved and accepted Caltrans Exhibit 13-B (Right-of-Way Certification) or equivalent required Caltrans forms

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TASK 10 – 30% SUBMITTAL (PRELIMINARY ENGINEERING / CONCEPTUAL LAYOUTS)

Conceptual Design, Layout, and Cross Sections:

Based upon the project description and potential alignment, Consultant will prepare a conceptual design for the Bridge Design and connection improvements. Basic geometric treatments will be identified for all relevant street crossings, connections, and driveways to the Bridge Project. This conceptual design will be used to identify any environmental and utility impacts, and talking points with Caltrans, SBCTA, Chino Hills, IEUA, SAWPA, SCE, and the El Prado Golf Course. The conceptual design will be crucial to work the details with the El Prado Golf Course for specific grading, landscape designs, possible relocation of golf course amenities, and access to the golf course. Coordination with Chino Hills Staff, the community, USACE for the conceptual design, right-of-way easements or potential acquisitions, and plan reviews for Pine Avenue and the connections for Fairfield Ranch Road/Pomona Rincon Road, El Prado Road, and the El Prado Golf Course entrance will be crucial. Maintaining access for SCE and SAWPA will be important for their operations and maintenance of existing facilities in the area. Consultant shall provide concepts to keep viable options open for these utilities.

Consultant shall perform ground design topographic surveys including, edge of traveled way surveys, topographic surveys, topographic surveys of areas obscured to aerial photography, existing edge and join condition locations and existing drainage invert surveys. Coordination with Caltrans to acquire required encroachment permits for survey work at the Pine Avenue and SR-71 interchange and on SR-83 (Euclid Avenue) if relinquishment has not been finalized. Limits of survey include Pine Avenue from the intersection of SR-83 (Euclid Avenue) to the intersection of SR-71.

Preliminary Design and Cost Estimate:

Consultant shall prepare a Type Selection Report and preliminary design (30%) drawings for the Project. Design will conform to Caltrans Highway Design Manual for Bicycle Facilities, California Manual on Uniform Traffic Control Devices, and other requirements. Structural design elements shall consider requirements of relevant agencies. Consultant shall prepare a Project cost estimate based on the Project drawings and other investigations and studies, broken down by major cost elements for final design, right-of-way, construction, and construction management. Consideration should be given to unique construction staging requirements and requirements of outside agencies. Consultant shall prepare a base street geometric exhibit depicting the conceptual layout of the proposed roadway, proposed bridge structures, utilities and drainage facilities. Review the conceptual street geometric exhibit with the City of Chino, City of Chino Hills, SBCTA, and Caltrans and obtain approval of the proposed alignment prior to starting detailed design.

Consultant shall develop preliminary roadway plans and profiles, utilize truck turning templates to verify corner radii at existing and proposed intersections between SR-71 and SR-83 (Euclid Avenue), perform sight distance analysis for roadway horizontal and vertical alignments, work closely with Chino, Chino Hills, and SBCTA on the appropriate design speed for the bridge project, rough grading, drainage plans, hydrology and hydraulic analysis, proposed traffic signal and interconnect design, striping layouts, utility relocations, and lighting plans will all be considered during this phase of the conceptual design.

Consultant shall perform preliminary engineering to establish a project base drawing and to calculate required hydrology and hydraulic information. Limits include Pine Avenue from the intersection of SR-83 (Euclid Avenue) to the intersection of SR-71. Consultant shall collect existing data as available to aid in the development of the base maps. Data collection will include as-builts of Pine Avenue, SR-71, and SR-

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83 (Euclid Avenue), related reports and mitigation reports previously prepared for the original project.

Rendering:

Consultant shall prepare rendering of the Project to share with stakeholders and the community.

Assumptions	It is assumed that the traffic signal at SR-71 and Pine Avenue southbound ramps is not included as part of this scope.
Deliverables	<ul style="list-style-type: none">▪ Type Selection Report▪ 30% Design Drawings (i.e. General Plan and Foundation Plan)▪ Exhibits of the proposed concepts▪ Preliminary cost estimate

TASK 11 – 60% SUBMITTAL (PLANS AND COST ESTIMATES – P&E)

Based on the work from the previous 30% preliminary engineering phase, and upon review and approval of the same by the City, the Consultant shall prepare and submit 60% design plans and updated cost estimates (value engineered) to produce refined estimates of probable construction costs for all segments of the proposed Project.

On all federal-aid construction projects, current regulations require that steel and iron used be made in the United States. All foreign steel and iron materials are covered by the “Buy America” provision regardless of percentage of steel in the manufactured product.

All required permit documents shall be close to completion and submitted or coordinated by this stage of the design. The Consultant shall assist the City to prepare and obtain all necessary regulatory permits required for construction, i.e., Notice of Intent for State Water Quality Control Board compliance, etc.

As part of the 60% design submittal to the City, the Consultant shall schedule a PDT meeting to present the draft 60% design to Project stakeholders for review and comments. After the Consultant receives comments from the stakeholders (PDT) on the 60% design submittal, the Consultant shall respond to comments initially (within two weeks of receiving them) and incorporate comments as part of the 90% submittal.

Consultant shall prepare 60% Roadway, Drainage, Traffic, Miscellaneous Plans, Special Provisions, the Engineer's Estimate and reports for review by the Cities, SBCTA, Caltrans, and USACE. The title sheet for specifications and reports, and each sheet of plans, will bear the professional seal, signature, certificate number, registration classification, expiration date of the certificate of the professional engineer responsible for their preparation. The approved PS&E package will include the following drawings and documents:

- Title Sheet
- Typical Sections/General Notes
- Key Map Index Sheet
- Roadway Plan/Profile Sheets
- Survey Sheets
- Construction Details Sheets
- Storm Drain Plan/Profile Sheets
- Grading Plan Sheets

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- Bridge Structural Sheets
- Utility Sheets
- Traffic Signal and Interconnect Sheets
- Street Lighting Sheets
- Signing and Striping Sheets
- Landscape Plans
- Irrigation Plans
- Special Provisions
- Preliminary Engineer's Estimate
- Water Quality Management Plan
- Erosion Control Plan
- Construction Schedule

Assumptions	<ul style="list-style-type: none"> ▪ It is assumed that the traffic signal at SR-71 and Pine Avenue southbound ramps is not included as part of this scope. ▪ All copies of the drawings will be electronic files (Adobe PDF) copies ▪ All other documents will be electronic files (Adobe PDF) and one (1) electronic file copy in original file format ▪ The City of Chino and the City of Chino Hills are assumed to be the members of the PDT who will comment on the design submittals. This scope assumes that Caltrans and SBCTA will not provide formal comments on design submittals.
Deliverables	<ul style="list-style-type: none"> ▪ Response matrix addressing comments from the 30% design submittal ▪ 60% Design Drawings ▪ 60% Engineer's Estimate ▪ Special Provisions ▪ Water Quality Management Plan ▪ Erosion Control Plan ▪ Construction Schedule

TASK 12 – 90% SUBMITTAL (PLANS, SPECIFICATIONS, AND COST ESTIMATE – PS&E)

The Consultant shall address all relevant items in the Local Assistance Procedures Manual (LAPM) and adhere to all federal, state, and local requirements, regulations, guidelines, and standards for the PS&E package.

After the Consultant receives comments from the stakeholders (PDT) on the 90% design submittal, the Consultant shall provide comment responses and incorporate changes as part of the 100% submittal.

Assumptions	<ul style="list-style-type: none"> ▪ It is assumed that the traffic signal at SR-71 and Pine Avenue southbound ramps are not included as part of this scope. ▪ All copies of the drawings will be electronic files (Adobe PDF) copies
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	<ul style="list-style-type: none"> ▪ All other documents will be electronic files (Adobe PDF) and one (1) electronic file copy in original file format
Deliverables	<ul style="list-style-type: none"> ▪ Response matrix addressing comments from the 60% design submittal ▪ 90% Design Drawings ▪ 90% Engineer's Estimate ▪ Special Provisions ▪ Water Quality Management Plan ▪ Erosion Control Plan ▪ Construction Schedule

TASK 13 – 100% SUBMITTAL (PS&E PACKAGE)

Once the City receives the final 90% design submittal, the Consultant shall schedule a meeting with the City (and PDT members to review the revisions on the final 90% design submittal package). Following this review session(s), the Consultant shall prepare the 100% PS&E Package.

The Consultant shall comply with Chapter 12 of the latest Caltrans Local Assistance Procedures Manual (LAPM), including timely support of the City's preparation and submittal of all required Caltrans forms and obtaining written authorization from Caltrans (E-76) to proceed with construction.

The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. An independent set of structural calculations will be required. All exhibits, plans, and reports should be checked, corrected, and backchecked for accuracy and completeness.

The PS&E must be certified prior to submission to Caltrans. The Consultant shall assist the City in certifying the Project PS&E for compliance with all applicable federal and state regulations and procedures. A preliminary "PS&E Checklist" form, included as Exhibit 12-D in Chapter 12 (Plans, Specifications and Estimate) of Caltrans' Local Assistance Procedures Manual, which summarizes the items requiring local agency compliance and identifies critical federal requirements shall be prepared by the Consultant. With prior approval and consent from the City, the Consultant shall prepare the final Project PS&E Certification Checklist, PS&E Certification Letter (Exhibit 12-C, LAPM Chapter 12), and preliminary estimate to be submitted to the Caltrans District Local Assistance Engineer (DLAE) along with a completed E-76 - "Request for Authorization" to proceed with construction. The PS&E Certification shall be signed by the design engineer responsible for the Project.

The Consultant shall prepare biddable construction plans, specifications, and assist the City in preparing bid documents for the Project. The plans shall be completed in accordance with Caltrans standards and regulations; "front end" bid documents shall conform to the Greenbook Specifications, latest version and other requirements of the City.

The Consultant shall prepare a construction schedule, to determine the contract time to be included in the Bidders' proposals. The construction schedule shall provide estimates of all standard construction tasks, and shall include as a minimum, a task for each bid item in the cost estimate.

The schedule shall also consider lead times for long-lead equipment, such as signal poles, light poles, electric equipment, irrigation equipment, etc.

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In preparing the construction schedule, the Consultant shall ensure that mitigation measures presented as commitments in the environmental documents (Natural Environment Study and Biological Assessment) are considered and incorporated into the schedule.

The City of Chino has established a tentative 2-year schedule to complete the design work described in this RFP. As part of the response to this RFP, the Consultant shall propose a realistic, justifiable schedule to complete the above work in a reliable and cost-effective manner.

Assumptions	<ul style="list-style-type: none"> ▪ It is assumed that a traffic signal at SR-71 & Pine Avenue SB ramps is not included as part of this scope. ▪ Up to three (3) copies of the Engineer’s Estimate and Specifications will be provided
Deliverables	<ul style="list-style-type: none"> ▪ Response matrix addressing comments from the 90% design submittal ▪ 100% Design Drawings ▪ 100% Specifications ▪ 100% Engineer’s Estimate ▪ Special Provisions ▪ LAPM documents and exhibits necessary for submittal to Caltrans

TASK 14 – CALTRANS LOCAL ASSISTANCE PROCESSING

Consultant shall prepare the “Request for Authorization to Proceed” packages and all required support documentation pursuant to Caltrans Local Assistance Manual to obtain the “E-76” to proceed with right-of- way, utility relocation and Construction. Consultant will prepare Request for Authorization for R/W Task 13.2, prepare Right-of-Way Certification, prepare Request for Authorization for Utility Relocations, prepare Notice to Owner and Report of Investigation, coordinate Utility Agreements, Field Review Form, and prepare Request to Proceed with Construction Package (RPC).

Transportation Management Plan (TMP):

A Transportation Management Plan (TMP) is required for all federal-aid construction projects. The TMP needs to include a Temporary Traffic Control (TTC) Plan that addresses traffic safety and control in the work zone. It consists of strategies to manage the work zone impacts of a Project. The TMP scope, content, and degree of detail may vary based upon the local agency’s work zone policy, and an understanding of the expected work zone impacts of the Project.

The Consultant shall develop the TMP in sustained consultation with stakeholders (e.g., other transportation agencies, railroad agencies/operators, transit providers, freight movers, utility suppliers, police, fire, emergency medical services, school, business communities, and regional transportation management centers).

Temporary Traffic Control (TTC) Plan:

The Temporary Traffic Control (TTC) Plan shall describe the measures to be used to facilitate road users through a work zone, an incident area, or other event that temporarily disrupts normal road user flow.

The TTC Plan shall be consistent with the provisions of the California Manual on Uniform Traffic Control Device (CAMUTCD) and with the work zone hardware recommendations in the AASHTO Roadside Design Guide.

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In developing and implementing the TTC Plan, the pre-existing roadside safety hardware shall be maintained at an equivalent or better level than what existed, prior to Project implementation. The scope of TTC Plan shall be determined by the Project characteristics and the traffic safety and control requirements identified by the City for the Project. The TTC Plan shall be either referenced to specific TTC elements in the CAMUTCD, approved standard TTC Plans, the California State Transportation TTC Manual, or to be designed specifically for the Project.

Assumptions	
Deliverables	<ul style="list-style-type: none">▪ TTC Plans▪ Draft TMP report for the 60% submittal, 90% submittal and Final TMP report for 100% submittal.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strike through~~)

I. Federal Provisions shall be incorporated into the Agreement as set forth in Articles IX, XV, XVI, XVIII, XXIX, XXX, XXXI, and XXXII of the Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE, as follows:

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by City’s Director of Finance.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by City’s Director of Finance of unresolved audit issues. The request for review will be submitted in writing. ***At the Director of Finance’s discretion, recommendations to the CONSULTANT to address the audit findings shall be provided in writing. Thereafter, CONSULTANT shall make appropriate changes to address findings and recommendations.***
- C. Neither the pendency of a dispute nor its consideration by City will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, City, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by City Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by City at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT’s Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the City Project Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or

audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will

apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Effective October 3, 2025, all DBE goal requirements are suspended pursuant to the U.S. Department of Transportation's issued Interim Final Rule.

~~Consultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, City shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type~~

~~of work the firm will perform on the contract. Additionally, Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.~~

~~All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:~~

- ~~• 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~• 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.~~
- ~~• Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultant who enter into a federally funded agreement will assist City in a good faith effort to achieve California's statewide overall DBE goal.~~

~~The goal for DBE participation for this Agreement is _____%.~~

~~Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet this Agreement's goal, or by documenting adequate good faith efforts to meet this Agreement's goal. An adequate good faith effort means that Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, Consultant will complete and submit "Proposer/Consultant Good Faith Efforts" to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.~~

~~Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal aid contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Consultant from future bidding as non-responsible.~~

~~Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant obtains City's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from City. Unless the City's prior written consent is provided, Consultant shall not be entitled to any payment for work~~

~~or material unless it is performed or supplied by the listed DBE on the Construction Contract DBE Commitment form, included in the Bid.~~

Termination of DBE Subconsultants

~~After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from City:~~

- ~~1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~
- ~~2. City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.~~
- ~~3. Work requires a consultant's license and listed DBE does not have a valid license under Consultants License Law, or is not properly registered with the California Department of Industrial Relations as a public works consultant.~~
- ~~4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).~~
- ~~5. Listed DBE's work is unsatisfactory and not in compliance with the contract.~~
- ~~6. Listed DBE is ineligible to work on the project because of suspension or debarment.~~
- ~~7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.~~
- ~~8. Listed DBE voluntarily withdraws with written notice from the contract.~~
- ~~9. Listed DBE is ineligible to receive credit for the type of work required.~~
- ~~10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.~~
- ~~—— 11. City determines other documented good cause.~~

~~To terminate a DBE or to terminate a portion of a DBE's work, Consultant must use the following procedures:~~

- ~~1. Send a written notice to the DBE of Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both Consultant and City by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.~~

~~2. If the DBE does not respond within 5 business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.~~

~~3. Submit Consultant's DBE termination request by written letter to City and include:~~

- ~~• One or more above listed justifiable reasons along with supporting documentation;~~
- ~~• Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice; and~~
- ~~• The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect. The Agency shall respond in writing to Consultant's DBE termination request within 5 business days.~~

~~City shall respond in writing to Consultant's DBE termination request within five (5) business days.~~

Replacement of DBE Subconsultants

~~After receiving City's written authorization of DBE termination request, Consultant must obtain City's written agreement for DBE replacement. Consultant must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.~~

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

~~1. Submit a request to replace a DBE with other forces or material sources in writing to City which must include:~~

~~a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.~~

~~b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~

~~• Description of scope of work and cost proposal~~

~~• Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~

~~• Revised Consultant Contract DBE Commitment~~

~~2. If Consultant has not identified a DBE replacement firm, submit documentation of the Consultant's GFEs to use DBE replacement firms within 7 days of City's authorization to terminate the DBE. Consultant may request City's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~

- ~~Search results of certified DBEs available to perform the original DBE work identified and/or other work Consultant had intended to self perform, to the extent needed to meet the DBE commitment~~
 - ~~Solicitations of DBEs for performance of work identified~~
- ~~Correspondence with interested DBEs that may have included contract details and requirements~~
 - ~~Negotiation efforts with DBEs that reflect why an agreement was not reached~~
- ~~If a DBE's quote was rejected, provide Consultant's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
- ~~Copies of each DBE's and non-DBE's price quotes for work identified, as City may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
 - ~~Additional documentation that supports the GFE~~

~~City shall respond in writing to Consultant's DBE replacement request within five (5) business days. Consultant must submit a revised Subcontracting Request form if the replacement plan is authorized by City. City shall request Consultant to:~~

- ~~1. Notify City's Project Manager of any changes to its anticipated DBE participation~~
- ~~2. Provide this notification before starting the affected work~~
- ~~3. Maintain records including:~~
 - ~~Name and business address of each 1st tier subconsultant~~
 - ~~Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier~~
- ~~Date of payment and total amount paid to each business (Monthly Disadvantaged Business Enterprise Payment)~~

~~If Consultant is a DBE Consultant, it shall include the date of work performed by its own forces and the corresponding value of the work.~~

~~DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.~~

~~Consultant must perform CUF evaluation for each DBE company working on a federal aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.~~

~~Consultant must provide written notification to City at least 15 days in advance of each DBE's initial performance of work or supplying materials for this Agreement. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.~~

~~Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, Consultant shall submit to City the initial evaluation and validation of DBE performance of a CUF using the Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:~~

- ~~• Subcontract agreement with the DBE~~
- ~~• Purchase orders~~
- ~~• Bills of lading~~
- ~~• Invoices~~
- ~~• Proof of payment~~

~~Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the DBE Commercially Useful Function Evaluation. Consultant must submit to City these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~Consultant must notify City immediately if they believe the DBE may not be performing a CUF.~~

~~City will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional City evaluations. City must evaluate DBEs and their CUF performance throughout the duration of a contract. City will provide written notice to Consultant and the DBE at least two (2) business days prior to any evaluation. Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, City must share the evaluation results with Consultant and the DBE. An evaluation could include items that must be remedied upon receipt. If City determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.~~

~~Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of City's request such as:~~

- ~~• Proof of ownership or lease and rental agreements for equipment~~
- ~~• Tax records~~
- ~~• Employee rosters~~
- ~~• Certified payroll records~~
- ~~• Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE. If Consultant and/or City determine that a listed DBE is not performing a CUF in~~

~~performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. City may deny payment for the noncompliant portion of the work. City will ask Consultant to submit a corrective action plan (CAP) to City within five (5) days of the noncompliant CUF determination. The CAP must identify how Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. City has five (5) days to review the CAP in conjunction with Consultant's review. Consultant must implement the CAP within five (5) days of City's approval. City will then authorize the prior noncompliant portion of work for the DBE's committed work. If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Consultant may have good cause to request termination of the DBE.~~

~~Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If Consultant is a DBE Consultant, it shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.~~

~~If a DBE subconsultant is decertified during the term of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the term of this Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Project Manager within thirty (30) calendar days.~~

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by City. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM CITY TO CONSULTANT

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

1. The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The City must return any payment request deemed improper by the City to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDIX A-E REFERENCED IN EXHIBIT "E" OF THIS AGREEMENT.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

SCHEDULE OF COMPENSATION

The Biggs Cardosa Team’s total proposed not-to-exceed fee to deliver the Scope of Services is \$6,964,986.99

Task	Description	Totals
1	Project Management & Administration	\$349,686.44
2	Traffic Analysis & Preliminary Traffic Signal Design	\$183,696.46
3	Environmental Documentation	\$1,534,082.79
4	Supporting Studies	\$693,352.26
5	Environmental Permitting	\$339,724.23
6	Public Outreach	\$349,314.14
7	Topographic & Boundary Surveys	\$74,141.36
8	Right of Way Engineering / Appraisals & Acquisitions	\$234,526.72
9	Utility Coordination & Relocation	\$133,634.96
10	30% Submittal (Preliminary Engineering)	\$290,623.61
11	60% Submittal (Plans and Cost Estimates – P&E)	\$1,193,939.90
12	90% Submittal (Plans, Specifications & Estimates – PS&E)	\$644,821.24
13	100% Submittal (PS&E Package)	\$157,239.77
14	Caltrans Local Assistance Processing	\$248,157.79
	Other Direct Costs (ODCs)	\$538,045.32
	Total Not-To-Exceed Fee:	\$6,964,986.99

Pine Avenue Connector / Bridge
Fee Summary

Task	Description	Biggs Cardosa Associates	Arellano Associates	Earth Mechanics, Inc.	EXP	Fehr & Peers	ICF	MNS Engineers	Monument	Q3 Consulting	RVA	Totals
1	Project Management & Administration	\$153,696.72	\$51,118.04	\$0.00	\$5,178.42	\$28,221.77	\$0.00	\$34,524.93	\$13,203.96	\$15,710.20	\$48,032.40	\$349,686.44
2	Traffic Analysis & Preliminary Traffic Signal Design	\$20,862.53	\$0.00	\$0.00	\$0.00	\$162,833.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183,696.46
3	Environmental Documentation	\$121,419.46	\$0.00	\$0.00	\$0.00	\$0.00	\$1,122,103.07	\$0.00	\$0.00	\$0.00	\$290,560.26	\$1,534,082.79
4	Supporting Studies	\$28,917.14	\$0.00	\$312,184.46	\$0.00	\$0.00	\$159,885.64	\$10,887.86	\$0.00	\$181,477.16	\$0.00	\$693,352.26
5	Environmental Permitting	\$63,772.56	\$0.00	\$0.00	\$0.00	\$0.00	\$9,642.65	\$0.00	\$0.00	\$0.00	\$266,309.02	\$339,724.23
6	Public Outreach	\$44,721.15	\$294,698.46	\$0.00	\$0.00	\$0.00	\$0.00	\$9,894.53	\$0.00	\$0.00	\$0.00	\$349,314.14
7	Topographic & Boundary Surveys	\$11,743.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,398.02	\$0.00	\$0.00	\$0.00	\$74,141.36
8	Right of Way Engineering / Appraisals & Acquisitions	\$33,299.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,691.84	\$77,535.45	\$0.00	\$0.00	\$234,526.72
9	Utility Coordination & Relocation	\$62,176.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,679.66	\$62,778.72	\$0.00	\$0.00	\$133,634.96
10	30% Submittal (Preliminary Engineering)	\$188,563.73	\$0.00	\$0.00	\$21,309.43	\$0.00	\$0.00	\$74,522.39	\$6,228.06	\$0.00	\$0.00	\$290,623.61
11	60% Submittal (Plans and Cost Estimates - P&E)	\$769,508.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$424,431.85	\$0.00	\$0.00	\$0.00	\$1,193,939.90
12	90% Submittal (Plans, Specifications & Estimates - PS&E)	\$310,655.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$329,643.09	\$4,522.30	\$0.00	\$0.00	\$644,821.24
13	100% Submittal (PS&E Package)	\$92,056.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,660.70	\$4,522.30	\$0.00	\$0.00	\$157,239.77
14	Caltrans Local Assistance Processing	\$66,769.02	\$0.00	\$0.00	\$73,891.60	\$94,238.12	\$0.00	\$6,964.56	\$6,294.49	\$0.00	\$0.00	\$248,157.79
	Other Direct Costs (ODCs)	\$600.00	\$73,850.00	\$187,300.00	\$100.00	\$19,390.00	\$59,913.10	\$89,490.00	\$104,614.72	\$1,100.00	\$1,687.50	\$538,045.32
	Totals	\$1,968,762.33	\$419,666.50	\$499,484.46	\$100,479.45	\$304,683.82	\$1,351,544.46	\$1,235,789.43	\$279,700.00	\$198,287.36	\$606,589.18	\$6,964,986.99

Pine Avenue Connector / Bridge Project

Biggs Cardosa Associates, Inc.

Task		Eric Pheifer*	John Leimberger*											
		PIC / PM	Structures Manager	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Sr. Computer Drafter	BIM/Visualization Specialist	Project Administrator	Total Hours
Task 1	Project Management													658
1.1	Project Kick-Off Meeting	4	4						8				4	20
1.2	PDT Meetings	40	80				24		40				90	274
1.3	Project Schedule	4	8	8			16						40	76
1.4	Monthly Progress Reports	12											24	36
1.5	Cost Accounting	4	2				16						24	46
1.6	Quality Assurance / Quality Control	2	4	16	24				40				40	126
1.7	Submittal of Project Deliverables and Formats													
1.8	Project Management Plan	4	8		4		8		16				40	80
Task 2	Traffic Analysis & Traffic Signal Design													90
2.1	Meetings	6	24											30
2.2	Collect / Compile Traffic Data		2											2
2.3	Traffic Forecast Study	1	2											3
2.4	Traffic Analysis	2	4			8								14
2.5	Technical Report	1	8											9
2.6	Vehicle Miles Traveled (VMT) Analysis	2	4											6
2.7	Traffic Signal Plans	2	8					16						26
Task 3	Environmental Documentation													530
3.1	Environmental Meetings / Project Management	16	40											56
3.2	Preliminary Environmental Study	2	4		8		20							34
3.3	Scoping	8	24				24	40						96
3.4	Technical Studies	40	80											120
3.15	Environmental Document	16	60				80							156
3.16	Final Environmental Document	4	24				40							68
Task 4	Supporting Studies													142
4.1	Geotechnical Investigations	1	4			8	16							29
4.2	Hydraulic / Hydrology Analysis	2	4				8							14
4.3	Borrow Site(s) Studies	8	16						24		40			88
4.4	Phase I Environmental Site Assessment (ESA)	2	4											6
4.5	Water Quality Management Plan (WQMP)	1	4											5
Task 5	Environmental Permitting													315
5.1	Section 400/1600 Permits (Design Phase Activities)	2	8					16			40			66
5.2	Section 401 (RWQCB) Permit	1	4											5
5.3	Section 404 (USACE) Permit	2	8				16							26
5.4	Section 408 / Outgrant (USACE)	24	40				40	80			24			208
5.5	Section 1602 (CDFW) Permit	2	8											10

Pine Avenue Connector / Bridge Project

Biggs Cardosa Associates, Inc.

Task		Eric Pheifer*	John Leimberger*											Total Hours	Budget Per Task
		PIC / PM	Structures Manager	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Sr. Computer Drafter	BIM/Visualization Specialist	Project Administrator		
Task 6	Public Outreach													233	\$44,721
6.1	Notice of Preparation	2	4											6	\$1,580
6.2	Scoping Meetings	4	8											12	\$3,160
6.3	Notice of Completion / Notice of Availability	2	4											6	\$1,580
6.4	Public Hearings	4	8				24	16			40	80		172	\$29,131
6.5	Stakeholder / Community Engagement Activities	8	16											24	\$6,320
6.6	Collateral Material (FAQ, Fact Sheet)	2	4											6	\$1,580
6.7	Project Website	1	2									4		7	\$1,371
Task 7	Topographic & Boundary Surveys													68	\$11,743
7.1	Aerial Survey Base Map		4						8					12	\$2,036
7.2	Field Survey Base Map		8				16		24		8			56	\$9,708
Task 8	Right of Way Engineering / Appraisals & Acquisitions													162	\$33,299
8.1	Title Reports	4												4	\$1,374
8.2	Right of Way Base Map	2	8					16						26	\$5,107
8.3	Appraisals	4	8					40			60			112	\$20,429
8.4	Acquisition Services	16	4											20	\$6,389
Task 9	Utility Coordination & Relocation													277	\$62,177
9.1	Utility Notifications	4	8											12	\$3,160
9.2	Utility Base Map	2	4				16				40			62	\$11,771
9.3	Utility Conflict Matrix	1	2		4									7	\$1,811
9.4	Utility Coordination	16	120											136	\$32,283
9.5	SAWPA Brine Line Design	4	40								16			60	\$13,152
Task 10	30% Submittal (Preliminary Engineering / Conceptual Layouts)													1,113	\$188,564
10.1	Basis of Design Memo	2	4	8			16							30	\$6,970
10.2	Roadway Plan, Profile, and Typical Sections	2	8											10	\$2,473
10.3	Bridge General Plan & Foundation Plan	8	24	24			16	40	180	120	180			592	\$97,246
10.4	Structure Type Selection Report	4	24		16	8	24	40						116	\$23,818
10.5	Preliminary Cost Estimates	1	2			4	16							23	\$4,765
10.6	Renderings	2	4					16			80	240		342	\$53,292
Task 11	60% Submittal (Plans & Cost Estimates)													4,424	\$769,508
11.1	Plans	40	120	24	60	80	120	240	360	240	720			2,004	\$352,595
11.2	Calculations	12	60	80	120	160	240	360	960	120			40	2,152	\$374,688
11.3	Cost Estimates	4	16	8	16		24	40		160				268	\$42,225
Task 12	90% Submittal (Plans, Specifications & Cost Estimates)													1,602	\$310,656
12.1	Plans	8	40	24	40	24	40	60	120	40	360			756	\$137,996
12.2	Calculations	2	40	24	24	40	80	120	180					510	\$92,582
12.3	Independent Check of Structures (Coordination w/Independent Check Team)	2	16	40										58	\$15,865
12.4	Specifications	8	16	40	80								24	168	\$44,285
12.5	Cost Estimates	2	4	8	16		16	24		40				110	\$19,928

Pine Avenue Connector / Bridge Project

Biggs Cardosa Associates, Inc.

Task		Eric Pheifer*	John Leimberger*											Total Hours	Budget Per Task
		PIC / PM	Structures Manager	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Sr. Computer Drafter	BIM/Visualization Specialist	Project Administrator		
Task 13	100% Submittal (Plans, Specifications & Cost Estimates)													501	\$92,057
13.1	Plans	2	8				16	24	80		120			250	\$42,286
13.2	Calculations		4	8	16			40						68	\$13,886
13.2	Specifications	4	8	16										28	\$7,802
13.3	Cost Estimates	1	2	4	8		8	16		24				63	\$11,115
13.4	Issued for Bid Package	8	16				4	8	40		16			92	\$16,967
Task 14	Caltrans Local Assistance Processing													306	\$66,769
14.1	LAPM Field Review	2	8				16	24						50	\$9,494
14.2	Request for Authorization (E-76) for Right of Way	2	24											26	\$6,044
14.3	Request for Authorization (E-76) for Construction	4	40			80					24			148	\$32,686
14.4	Right of Way Certification	2	80											82	\$18,545
	Subtotal Hours	413	1,310	332	436	412	1,000	1,276	2,080	744	1,768	324	326	10,421	
	Direct Rate / Actual Hourly Rate	\$107.88	\$70.10	\$91.12	\$80.19	\$71.09	\$60.24	\$51.71	\$44.86	\$38.63	\$55.91	\$45.58	\$77.60		
	Indirect Rate	159.79%	159.79%	159.79%	159.79%	159.79%	159.79%	159.79%	159.79%	159.79%	159.79%	159.79%	159.79%		
	Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
	Salary Increases	11.43%	11.43%	11.43%	11.43%	11.43%	11.43%	11.43%	11.43%	11.43%	11.43%	11.43%	11.43%		
	Fully Burdened Hourly Rate	\$343.53	\$223.22	\$290.16	\$255.35	\$226.37	\$191.82	\$164.66	\$142.85	\$123.01	\$178.04	\$145.14	\$247.10		
	Subtotal Budget	\$141,877	\$292,421	\$96,332	\$111,334	\$93,266	\$191,825	\$210,109	\$297,127	\$91,520	\$314,769	\$47,026	\$80,556		\$1,968,162
	Other Direct Costs (ODC)														
	Mileage	\$350													\$350
	Reproduction	\$250													\$250
	TOTALS														\$1,968,762

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

Arellano Associates

Task		Edgar Gutierrez	Jason Jackson	Aja Stansell	Kyle Santiago			Total Hours	Budget Per Task
		Principal-In-Charge	Project Manager	Deputy Project Mngr	Creative Lead	Project Coordinator	Assistant Project Coord		
Task 1	Project Management							345	\$51,118
1.1	Project Kick-Off Meeting	5	5	5				15	\$2,870
1.2	PDT Meetings (up to 30)	20	30	40				90	\$16,301
1.4	Monthly Progress Reports (up to 30)		15	25				40	\$6,465
1.7	Submittal of Project Deliverables and Formats	15	20	40	15	40	70	200	\$25,482
Task 6	Public Outreach							2,225	\$294,698
6.1	Notice of Preparation	5	10	20	5	30	30	100	\$12,386
6.2	Scoping Meetings	10	25	50	5	60	75	225	\$27,530
6.3	Notice of Completion / Notice of Availability	5	10	20	5	30	30	100	\$12,386
6.4	Public Hearings	10	25	50	5	60	75	225	\$27,530
6.5	Stakeholder / Community Engagement Activities	120	180	250	75	350	325	1,300	\$174,086
6.6	Collateral Material (FAQ, Fact Sheet)	5	15	40	25	40		125	\$18,335
6.7	Project Website	5	15	40	50	40		150	\$22,445

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Pine Avenue Connector / Bridge Project

Earth Mechanics, Inc.

Task		Alahesh Thurairajah*										Total Hours	Budget Per Task
		Principal	Sr. Principal Engineer / Geologist	Principal Engineer / Geologist	Senior Engineer / Geologist	Sr. Project Engineer / Geologist	Project Engineer / Geologist	Sr. Staff Engineer / Geologist	Staff Engineer / Geologist	Senior Technician	Technician		
Task 4	Supporting Studies	1,620											\$312,184
4.1	Geotechnical Investigations	100	40	100	200	220	180	180	180	300	120	1,620	\$312,184
	Subtotal Hours	100	40	100	200	220	180	180	180	300	120	1,620	
	Direct Rate / Actual Hourly Rate	\$105.70	\$105.60	\$80.60	\$71.80	\$60.70	\$60.30	\$53.40	\$41.80	\$54.10	\$30.20		
	Indirect Rate	167.89%	167.89%	167.89%	167.89%	167.89%	167.89%	167.89%	167.89%	167.89%	167.89%		
	Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
	Salary Increases	7.65%	7.65%	7.65%	7.65%	7.65%	7.65%	7.65%	7.65%	7.65%	7.65%		
	Fully Burdened Hourly Rate	\$335.30	\$334.99	\$255.68	\$227.77	\$192.55	\$191.28	\$169.40	\$132.60	\$171.62	\$95.80		
	Subtotal Budget	\$33,530	\$13,399	\$25,568	\$45,553	\$42,362	\$34,431	\$30,491	\$23,868	\$51,485	\$11,496		\$312,184
Other Direct Costs (ODC)													
	Drill Rig Rental	\$150,000											\$150,000
	Traffic Control	\$2,000											\$2,000
	Well Permits	\$8,000											\$8,000
	Soil Cutting Contaminants Testing	\$5,200											\$5,200
	Soil Cuttings (drums) Disposal	\$20,000											\$20,000
	Mileage	\$2,100											\$2,100
TOTALS													\$499,484

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
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Pine Avenue Connector / Bridge Project

EXP

Task		Syed Raza	Luis Betancourt	Lismary Gavillan	Andrew Osaki	Total Hours	Budget Per Task
		Caltrans Coordinator	Design Manager	FHWA Coordinator	Project Engineer		
Task 1	Project Management	13				\$5,178	
1.1	Project Kick-Off Meeting	4				4	\$1,593
1.2	PDT Meetings	9				9	\$3,585
Task 10	30% Submittal (Preliminary Engineering / Conceptual Layouts)	72				\$21,309	
10.2	Roadway Plan, Profile, and Typical Sections	8	24		40	72	\$21,309
Task 14	Caltrans Local Assistance Processing	216				\$73,892	
14.1	LAPM Field Review	10		16		26	\$9,368
14.2	Request for Authorization (E-76) for Right of Way	10		16		26	\$9,368
14.3	Request for Authorization (E-76) for Construction	10		40		50	\$17,445
14.4	Right of Way Certification	10		16		26	\$9,368
14.5	Caltrans Coordination & Encraochment Permit	40	8		40	88	\$28,342
	Subtotal Hours	101	32	88	80	301	
	Direct Rate / Actual Hourly Rate	\$136.59	\$122.46	\$115.40	\$81.88		
	Indirect Rate	151.12%	151.12%	151.12%	151.12%		
	Profit	10%	10%	10%	10%		
	Salary Increases	5.58%	5.58%	5.58%	5.58%		
	Fully Burdened Hourly Rate	\$398.34	\$357.13	\$336.54	\$238.79		
	Subtotal Budget	\$40,232	\$11,428	\$29,616	\$19,103		\$100,379
Other Direct Costs (ODC)							
	Printing	\$100					\$100
		\$0					\$0
		\$0					\$0
		\$0					\$0
		\$0					\$0
		\$0					\$0
TOTALS							\$100,479

Notes:

The rates provided above are fully burdened, including labor burden, overhead and 10% profit.

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Pine Avenue Connector / Bridge Project

Fehr & Peers

Task									Total Hours	Budget Per Task
		Principal	Senior Associate	Senior Engineer	Transportation Engineer III	Transportation Engineer II	GIS Technician	Supporting Staff		
Task 1	Project Management								129	\$28,222
1.1	Project Kick-Off Meeting		2	2		2			6	\$1,285
1.2	PDT Meetings	10	10	30					50	\$12,483
1.4	Monthly Progress Reports			15					15	\$2,930
1.5	Cost Accounting							30	30	\$4,967
1.6	Quality Assurance / Quality Control	4	4	20					28	\$6,556
Task 2	Traffic Analysis & Traffic Signal Design								804	\$162,834
2.1	Meetings	10	14	24		24		6	78	\$17,503
2.2	Collect / Compile Traffic Data	2	4	8	12	32		6	64	\$12,235
2.3	Traffic Forecast Study	8	16	32	8	60	16	6	146	\$29,358
2.4	Traffic Analysis	12	32	60	60	140		6	310	\$61,788
2.5	Technical Report	4	16	16	16	30	16	6	104	\$21,136
2.6	Vehicle Miles Traveled (VMT) Analysis	4	16	24	12	40		6	102	\$20,815
Task 14	Caltrans Local Assistance Processing								476	\$94,238
14.1	LAPM Field Review	20	60	60	40	240	20	36	476	\$94,238
	Subtotal Hours	74	174	291	148	568	52	102	1,409	
	Direct Rate / Actual Hourly Rate	\$116.50	\$83.50	\$59.00	\$59.00	\$51.50	\$53.00	\$50.00		
	Indirect Rate	179.12%	179.12%	179.12%	179.12%	179.12%	179.12%	179.12%		
	Profit	10%	10%	10%	10%	10%	10%	10%		
	Salary Increases	7.85%	7.85%	7.85%	7.85%	7.85%	7.85%	7.85%		
	Fully Burdened Hourly Rate	\$385.76	\$276.49	\$195.36	\$195.36	\$170.53	\$175.50	\$165.56		
	Subtotal Budget	\$28,546	\$48,109	\$56,851	\$28,914	\$96,861	\$9,126	\$16,887		\$285,294
Other Direct Costs (ODC)										
	ODC 1 - Mileage	\$1,000								\$1,000
	ODC 2 - Intersection Counts	\$10,500								\$10,500
	ODC 3 - Segment Counts	\$3,960								\$3,960
	ODC 4 - Ramp Counts	\$2,880								\$2,880
	ODC 5 - Freeway Segent Counts	\$1,050								\$1,050
TOTALS										\$304,684

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Pine Avenue Connector / Bridge Project

ICF

		Calvert, Brian	Yasui, Youji	Franklin, Nina	Garcia, Johnnie	Barrera, Mario	Brown, Sheryl	Klier, John	Giffen, Teresa	Witters, Roxana	Rzeszutko, Jakob	Higginson, Jonathan	Anderson, Keturah	Hoisington, Greg	Martin, Colleen	Baker, Vincent	Richards, Phillip	Klinefelter, Kristen	Vargas, Benjamin	Smith-Escalera, Shannon	Galvez, Hector Manuel	Colon-Morales, Magaly	Markham, John	Mountain-Castro, Jenelle	Irvin, Elizabeth	Hardie, Jon	Hallman, Ryan	Crawford, Karen	Hambley, Brooke	Downs, Lauren	Yates, Timothy	Roderick, Margaret	Sukola, Katrina	Jameson, Megan	Lin, Frances	Varied Staff									
Task		Sr Project Director	Senior Consultant III	Environmental Technician II	Senior Consultant I	Consultant I	Senior Consultant III	GIS Analyst / Cartography	Senior Consultant I	Environmental Technician II	Associate Consultant II	Project Director	Managing Consultant	Managing Consultant	Consultant II	Environmental Technician I	Senior Consultant I	Associate Consultant II	Senior Consultant III	Environmental Technician I	Environmental Technician I	Associate Consultant I	Senior Consultant III	Consultant I	Senior Consultant III	Project Director	Consultant I	Project Director	Associate Consultant I	Senior Consultant I	Senior Consultant III	Consultant II	Associate Consultant I	Senior Technical Analyst	Associate Consultant I	Invoicing	Classification	Total Hours	Budget Per Task						
Task 3	Environmental Documentation																																						6,311	\$1,122,103					
3.1	Environmental Meetings / Project Management	278	398																																				706	\$172,658					
3.2	Preliminary Environmental Study	4	24	108	24	14	2		2		2				1	6			2	2						20	1	2		1	2	4	2						224	\$32,822					
3.3	Scoping	16	48	78	24																				24															190	\$32,220				
3.4	Technical Studies																																								\$0				
Task 3.4.1	Historic Property Survey Report	6	20	8	28														72	38	20	48			8	36			14	72	12	70								524	\$88,315				
Task 3.4.2	Supplemental Historic Property Survey Report	4	8	2	12														45	20	8				6	20		8	36	38	2	8								217	\$38,121				
Task 3.4.3	Visual Impact Assessment	4	12	4	24		156	68	18	16																24															326	\$54,061			
Task 3.4.4	Noise Study Report	8	10	8	44	10					288	8													4	28	82														490	\$83,008			
Task 3.4.5	Natural Environment Study Support	6												20	16	8	8	8						16																	90	\$16,358			
Task 3.4.6	Biological Assessment Support	4											10	12	6	4																									36	\$6,556			
Task 3.4.7	Paleontological Identification Report/Paleontological Evaluation Report	4	10	4														6	4																						20	\$3,991			
Task 3.4.8	Paleontological Mitigation Plan	2	8	6																																					18	\$3,167			
Task 3.4.9	Air Quality Report	4	8	4	20																																					212	\$41,547		
Task 3.4.10	Air Quality Conformity Analysis Report	2	6	2	14																					24	36	116														176	\$33,785		
Task 3.4.11	Section 4(f) Evaluation	4	148	40	36							24															24	24	104													268	\$49,857		
Task 3.4.12	Water Quality Assessment Report	4	8	4	16																					24								108							164	\$20,568			
Task 3.4.13	Phase I Initial Site Assessment	4	12	4																						2															22	\$4,393			
3.5	Draft Environmental Document																																									\$0			
Task 3.5.1	Draft Environmental Document	64	364	424	28	44	20		6		48	8	8	16	48	24	8	16	10			6			18	98	38	52		6	18	4	12	20	8	14					1,434	\$239,701			
Task 3.5.2	Circulate Draft Environmental Document	4	12	24	8	8																				8	12														76	\$12,453			
Task 3.5.3	Public Hearing	16	24	48	16																																				122	\$21,422			
Task 3.5.4	Public Comment Responses	8	60	78	8	8	8				8		8	16	4	8	6	6								4	16	36	12	12	2	2	6	6	2	4					320	\$54,240			
Task 3.5.5	Project Preferred Alternative	6	4																																						10	\$2,713			
3.6	Final Environmental Document																																									\$0			
Task 3.6.1	Final Environmental Document	28	198	224	10	24	6				8				4	16	8	6	4							12	52	4	8	2	4	2	4	6	2	4					636	\$104,862			
Task 3.6.2	Notice of Determination (CEQA) and Federal Register Notice (NEPA)	2	8	12																						8															30	\$5,286			
Task 4	Supporting Studies																																								1,000	\$159,886			
4.1	Geotechnical Investigations																																									\$0			
Task 4.1.1	Biological Resources Memorandum	2	8	2	20									22	48	26	8	4							2	16																158	\$26,077		
Task 4.1.2	Biological Assessment Support	2											8	10	6																										26	\$4,541			
Task 4.1.3	Cultural Resources Memorandum	2	8	2	16														8						2	12			4		40	6	32								132	\$25,109			
Task 4.1.4	CEQA Categorical Exemption	2	6	8																																						18	\$3,137		
Task 4.1.5	NEPA Environmental Assessment	16	48	224	44	22	6		20		22		8	32	8	4	12	8								48	8	24	2		12	4	16	12	6	24					636	\$95,889			
Task 4.1.6	Environmental Permitting Support	4												4	4			4																8	6					30	\$5,132				
Task 5	Environmental Permitting																																								62	\$9,643			
5.1	Environmental Permitting Support	4												6	6			6																							62	\$9,643			
	Subtotal Hours	514	1,460	1,318	392	130	198	68	46	16	376	16	32	107	214	90	32	64	155	58	28	54	30	84	540	205	318	39	126	166	33	150	156	60	68	30					7,373				
	Direct Rate / Actual Hourly Rate	\$110.92	\$70.06	\$37.28	\$56.18	\$50.17	\$63.99	\$39.24	\$54.82	\$36.83	\$43.51	\$85.88	\$76.24	\$77.57	\$52.09	\$36.62	\$55.34	\$46.32	\$66.43	\$36.56	\$36.28	\$40.55	\$68.34	\$49.01	\$62.29	\$84.45	\$46.44	\$93.76	\$38.46	\$51.92	\$61.88	\$50.18	\$43.98	\$82.00	\$45.58	\$40.00	\$36.00								
	Indirect Rate	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	
	Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
	Salary Increases	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	
	Fully Burdened Hourly Rate	\$318.15	\$200.95	\$106.93	\$161.14	\$143.90	\$183.54	\$112.55	\$157.24	\$105.64	\$124.80	\$246.33	\$218.68	\$222.49	\$149.41	\$105.04	\$158.73	\$132.86	\$190.54	\$104.86	\$104.06	\$116.31	\$196.02	\$140.57	\$219.83	\$298.03	\$163.89	\$330.89	\$135.73	\$183.23	\$218.38	\$177.09	\$87.10	\$162.39	\$90.26	\$141.16	\$127.05								
	Subtotal Budget	\$163,528	\$293,388	\$140,932	\$63,167	\$18,707	\$36,341	\$7,653	\$7,233	\$1,690	\$46,924	\$3,941	\$6,998	\$23,807	\$31,973	\$9,453	\$5,079	\$8,503	\$29,534	\$6,082	\$2,914	\$6,281	\$5,881	\$11,808	\$118,706	\$61,096	\$52,117	\$12,905	\$17,102	\$30,416	\$7,207	\$26,563	\$13,587	\$9,743	\$6,138	\$4,235	\$0						\$1,291,631		
	Other Direct Costs (ODC)																																												
	Meals, and Lodging		\$425.00																																										\$425
	Cultural Resources Records Search		\$2,000.00																																										\$2,000
	Reproductions		\$5,500.00																																										

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

MNS

[illegible]

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

Monument

		Name 1*	Kim Bibolet	Curtis Bibolet										Total Hours	Budget Per Task
		Principal In Charge	Sr. Project Manager	Utility Manager	Sr. Agent	Utility Coordinator	Sr. Project Coordinator	Project Controller	Project Support Specialist	Sr. Technical Advisor	Sr. Analyst	Task Lead	Analyst		
Task 1	Project Management													67	\$13,204
1.1	Project Kick-Off Meeting	4	8	1			1							14	\$2,991
1.2	PDT Meetings		35											35	\$7,269
1.4	Monthly Progress Reports		3											3	\$623
1.5	Cost Accounting		3					8						11	\$1,490
1.6	Quality Assurance / Quality Control		4											4	\$831
Task 8	Right of Way Engineering / Appraisals & Acquisitions													605	\$77,535
8.3	Appraisals		20				20	1	20					61	\$7,703
8.4	Acquisition Services	8	90		235		105	6	100					544	\$69,832
Task 9	Utility Coordination & Relocation													503	\$62,779
9.1	Utility Notifications			65		165	18		4					252	\$31,433
9.4	Utility Coordination	1		60		180	10							251	\$31,345
Task 10	30% Submittal (Preliminary Engineering / Conceptual Layouts)													45	\$6,228
10.5	Preliminary Cost Estimates							1		4	17	6	17	45	\$6,228
Task 12	90% Submittal (Plans, Specifications & Cost Estimates)													33	\$4,522
12.5	Cost Estimates							1		2	12	6	12	33	\$4,522
Task 13	100% Submittal (Plans, Specifications & Cost Estimates)													33	\$4,522
13.3	Cost Estimates							1		2	12	6	11	32	\$4,423
Task 14	Caltrans Local Assistance Processing													31	\$6,294
14.1	LAPM Field Review			8										8	\$1,407
14.4	Right of Way Certification	2	21											23	\$4,887
	Subtotal Hours	15	184	134	235	345	154	18	124	8	41	18	40	1,316	
	Direct Rate / Actual Hourly Rate	\$111.42	\$87.98	\$74.52	\$55.29	\$45.91	\$43.27	\$45.91	\$29.62	\$96.54	\$63.65	\$67.65	\$42.26		
	Indirect Rate	103.26%	103.26%	103.26%	103.26%	103.26%	103.26%	103.26%	103.26%	103.26%	103.26%	103.26%	103.26%		
	Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
	Salary Increases	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%		
	Fully Burdened Hourly Rate	\$263.01	\$207.68	\$175.91	\$130.51	\$108.37	\$102.14	\$108.37	\$69.92	\$227.88	\$150.25	\$159.69	\$99.76		
	Subtotal Budget	\$3,945	\$38,213	\$23,571	\$30,670	\$37,388	\$15,729	\$1,951	\$8,670	\$1,823	\$6,160	\$2,874	\$3,990		\$174,985
Other Direct Costs (ODC)															
	Preliminary Title Reports (9 @ \$1,000)	\$9,000													\$9,000
	Appraisals (Private parcels)	\$6,000													\$6,000
	Appraisals (USACE & OCFCD)	\$60,000													\$60,000
	Review Appraisals	\$27,000													\$27,000
	Mileage	\$1,500													\$1,500
	Postage	\$1,215													\$1,215
TOTALS															\$279,700

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

Q3

Task		McCarthy	Candaele	Tong	Hemati	Rokhberg	Total Hours	Budget Per Task	
		Principal	Sr. PM	Project Eng.	Design Eng.	Admin			
Task 1	Project Management	80						\$15,710	
1.1	Project Kick-Off Meeting		4				4	\$954	
1.2	PDT Meetings	4	24				28	\$6,814	
1.4	Monthly Progress Reports		12			12	24	\$3,971	
1.5	Cost Accounting		12			12	24	\$3,971	
Task 4	Supporting Studies	1,204						\$181,477	
4.2	Hydraulic / Hydrology Analysis	36	232	220	520	32	1,040	\$157,630	
4.5	Water Quality Management Plan (WQMP)	4	40		120		164	\$23,848	
	Subtotal Hours	44	324	220	640	56	1,284		
	Direct Rate / Actual Hourly Rate	\$96.56	\$84.42	\$51.90	\$39.00	\$32.75			
	Indirect Rate	149.98%	149.98%	149.98%	149.98%	149.98%			
	Profit	10%	10%	10%	10%	10%			
	Salary Increases	2.72%	2.72%	2.72%	2.72%	2.72%			
	Fully Burdened Hourly Rate	\$272.74	\$238.45	\$146.59	\$110.16	\$92.50			
	Subtotal Budget	\$12,000	\$77,256	\$32,250	\$70,500	\$5,180		\$197,187	
Other Direct Costs (ODC)									
	Mileage	\$350						\$350	
	Reprographics for meetings (36x48)	\$450						\$450	
	Hard Drive/Submittal to USACE	\$300						\$300	
	ODC 4	\$0						\$0	
	ODC 5	\$0						\$0	
	ODC 6	\$0						\$0	
TOTALS									\$198,287

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

RUTH VILLALOBOS & ASSOCIATES, INC.

Task		Ruth Villalobos	Juan Villalobos	Priyo Majumdar	Miranda Villalobos	Justinne Manahan	Zach Jensen	Ali Razo	Total Hours	Budget Per Task
		Environmental Director/QAQC	Environmental PM	Section 408	Senior Regulatory/ Biologist	Biologist/ Permitting	Biologist	PM Assistant/ Admin		
Task 1	Project Management	244							244	\$48,032
1.1	Project Kick-Off Meeting	12	12		8				32	\$6,847
1.2	PDT Meetings	30	30						60	\$13,797
1.4	Monthly Progress Reports		32					48	80	\$14,512
1.5	Cost Accounting		24					48	72	\$12,877
Task 3	Environmental Documentation	2,016							2,016	\$290,560
3.1	Environmental Meetings / Project Management	72	116	20	16				224	\$48,594
3.6	Natural Environment Study	4	12		90	124	40		270	\$37,818
	Focused Suvey-Burrowing Owl	4	6		20	64	40		134	\$17,608
	Focused Sensitive Plant Survey	4	6		20	62	40		132	\$17,363
	Focused Surveys for least Bell's vireo (LBV)	4	6		24	88	28		150	\$19,959
	Focused Surveys for SWW flycatcher	4	6		20	62	28		120	\$16,106
	Focused Suvey-White-Tailed Kite & Tricolored Blackbird	4	6		20	44	20		94	\$13,061
	Santa Ana Sucker/Arroyo Chub	4	6		16	44	20		90	\$12,396
	Fairy Shrimp (evaluation)	4	6		16	36	20		82	\$11,415
	Focused Crotch's Bumble Bee Survey	4	6		36	88	44		178	\$23,628
	Jurisdictional Waters Delineation	4	6		52	92	60		214	\$28,452
3.7	Biological Assessment	4	8		88	168	60		328	\$44,159
Task 5	Environmental Permitting	1,555							1,555	\$266,309
5.2	Section 401 (RWQCB) Permit - Geotechnical Investigations	8	10		32	48			98	\$15,289
5.3	Section 404 (USACE) Permit - Geotechnical Investigations	8	10		40	48			106	\$16,617
5.4	Section 1602 (CDFW) Permit - Geotechnical Investigations	8	10		40	48			106	\$16,617
5.5	Section 408-EA / Outgrant (USACE) - Geotechnical Investigations	30	16	180	10				236	\$47,087
5.2	Section 401 (RWQCB) Permit - Design	8	10		80	50			148	\$23,505
5.3	Section 404 (USACE) Permit - Design	8	10		80	52			150	\$23,750
5.4	Section 1602 (CDFW) Permit - Design	8	10		80	50			148	\$23,505
5.4	Section 408-EA / Outgrant (USACE) - Design	30	17	244	16				307	\$60,551
	Mitigation Plan	24	12		88	132			256	\$39,387

Pine Avenue Connector / Bridge Project

RUTH VILLALOBOS & ASSOCIATES, INC.

Task		Ruth Villalobos	Juan Villalobos	Priyo Majumdar	Miranda Villalobos	Justinne Manahan	Zach Jensen	Ali Razo	Total Hours	Budget Per Task
		Environmental Director/QAQC	Environmental PM	Section 408	Senior Regulatory/Biologist	Biologist/Permitting	Biologist	PM Assistant/Admin		
	Subtotal Hours	290	393	444	892	1,300	400	96	3,815	
	Direct Rate / Actual Hourly Rate	\$100.00	\$80.00	\$75.00	\$65.00	\$48.00	\$41.00	\$65.00		
	Indirect Rate	120.00%	120.00%	120.00%	120.00%	120.00%	120.00%	120.00%		
	Profit	10%	10%	10%	10%	10%	10%	10%		
	Salary Increases	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%	5.58%		
	Fully Burdened Hourly Rate	\$255.49	\$204.39	\$191.62	\$166.07	\$122.64	\$104.75	\$166.07		
	Subtotal Budget	\$74,093	\$80,327	\$85,079	\$148,134	\$159,427	\$41,901	\$15,943		\$604,902
Other Direct Costs (ODC)										
	Mileage	\$1,500								\$1,500
	Reproduction (documents)	\$188								\$188
	ODC 3	\$0								\$0
	ODC 4	\$0								\$0
	ODC 5	\$0								\$0
	ODC 6	\$0								\$0
TOTALS		\$606,589								

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Note: Mark-ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant: **Biggs Cardosa Associates, Inc.**Project No. _____ Contract No. **ST261**Date **10/15/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PIC / PM	Eric Pfeifer*	413	\$ 107.88	\$ 44,554.44
Structures Manager	John Leimberger*	1310	\$ 70.10	\$ 91,831.00
Associate		332	\$ 91.12	\$ 30,251.84
Engineering Manager		436	\$ 80.19	\$ 34,962.84
Senior Engineer		412	\$ 71.09	\$ 29,289.08
Project Engineer		1000	\$ 60.24	\$ 60,240.00
Staff Engineer		1276	\$ 51.71	\$ 65,981.96
Assistant Engineer		2080	\$ 44.86	\$ 93,308.80
Junior Engineer		744	\$ 38.63	\$ 28,740.72
Sr. Computer Drafter		1768	\$ 55.91	\$ 98,848.88
BIM/Visualization Specialist		324	\$ 45.58	\$ 14,767.92
Project Administrator		326	\$ 77.60	\$ 25,297.60

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 618,075.08
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 70,649.84
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 688,724.92

INDIRECT COSTS

d) Fringe Benefits (Rate: 56.00%)	e) Total Fringe Benefits [(c) x (d)]	\$ 385,685.96
f) Overhead & G&A (Rate: 103.79%)	g) Overhead [(c) x (f)]	\$ 714,827.60
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 1,100,513.56

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 178,923.85
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	500	Mile	\$0.70	\$ 350.00
Reproduction	1	LS	\$250.00	\$ 250.00
				\$ -
				\$ -
				\$ -

I) TOTAL OTHER DIRECT COSTS \$ 600.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Arellano Associates	\$419,667
Subconsultant 2: Earth Mechanics, Inc.	\$499,484
Subconsultant 3: EXP	\$100,479
Subconsultant 4: Fehr & Peers	\$304,684
Subconsultant 5: ICF Jones & Stokes	\$1,351,544
Subconsultant 6: MNS Engineers	\$1,235,789
Subconsultant 7: Monument	\$279,700
Subconsultant 8: Q3 Consulting	\$198,287
Subconsultant 9: RVA	\$606,589

m) TOTAL SUBCONSULTANTS' COSTS \$4,996,225**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 4,996,824.66****TOTAL COST [(c) + (j) + (k) + (n)] \$ 6,964,986.99****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Biggs Cardosa Associates, Inc.

Project No. _____ Contract No. ST261

Date 10/15/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 618,075.08	10421	=	\$ 59.31	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 59.31	+	5%	=	\$ 62.28	Year 2 Avg Hourly Rate
Year 2	\$ 62.28	+	5%	=	\$ 65.39	Year 3 Avg Hourly Rate
Year 3	\$ 65.39	+	5%	=	\$ 68.66	Year 4 Avg Hourly Rate
Year 4	\$ 68.66	+	5%	=	\$ 72.09	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	5.00%	*	10421.0	=	521.1	Estimated Hours Year 1
Year 2	15.00%	*	10421.0	=	1563.2	Estimated Hours Year 2
Year 3	35.00%	*	10421.0	=	3647.4	Estimated Hours Year 3
Year 4	45.00%	*	10421.0	=	4689.5	Estimated Hours Year 4
Year 5	0.00%	*	10421.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	10421.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 59.31	*	521	=	\$ 30,903.75	Estimated Hours Year 1
Year 2	\$ 62.28	*	1563	=	\$ 97,346.83	Estimated Hours Year 2
Year 3	\$ 65.39	*	3647	=	\$ 238,499.72	Estimated Hours Year 3
Year 4	\$ 68.66	*	4689	=	\$ 321,974.62	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 688,724.92	
Direct Labor Subtotal before Escalation				=	\$ 618,075.08	
Estimated total of Direct Labor Salary Increase				=	\$ 70,649.84	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Eric Pheifer Title *: Principal / Vice President

Signature:  Date of Certification: 10/15/2025

Email: EPheifer@BiggsCardosa.com Phone number: 714.352.8312

Address: 500 S. Main Street, Suite 1200, Orange, CA 92868

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management Structural Engineering
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Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: Arellano Associates

Project No. _____ Contract No. _____

Date 10/7/2025**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-In-Charge	Edgar Gutierrez	200	\$ 88.00	\$ 17,600.00
Project Manager	Jason Jackson	350	\$ 63.00	\$ 22,050.00
Deputy Project Mngr	Aja Stansell	580	\$ 55.00	\$ 31,900.00
Creative Lead	Kyle Santiago	185	\$ 59.00	\$ 10,915.00
Project Coordinator		650	\$ 38.00	\$ 24,700.00
Assistant Project Coord		605	\$ 28.00	\$ 16,940.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 124,105.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 6,918.85
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 131,023.85

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: 139.94%)	g) Overhead [(c) x (f)]	\$ 183,354.78
h) General & Admin (Rate: 0%)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 183,354.78
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	10% \$ 31,437.86

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Public Notice Printing and Delivery (amount not to exceed)	12800	1.00	\$1.25	\$ 16,000.00
Printing (up to 50x boards)	60	1.00	\$150.00	\$ 9,000.00
General Printing (fact sheet, flyers, posters, etc.)	5000	1.00	\$1.20	\$ 6,000.00
Online Communication Tools (web hosting, survey, helpline, etc.)	3	1.00	\$500.00	\$ 1,500.00
Advertisements	4	1.00	\$2,500.00	\$ 10,000.00
Translation (Spanish and Mandarin)	20	1.00	\$300.00	\$ 6,000.00
Language Interpretation (Spanish and Mandarin)	12	1.00	\$1,000.00	\$ 12,000.00
Court Reporters	6	1.00	\$2,000.00	\$ 12,000.00
Event Registration Fees (assumes cities will waive event fees)	0	1.00	\$500.00	\$ -
Misc. Supplies, Refreshments & Participation Incentives	10	1.00	\$100.00	\$ 1,000.00
Mileage/Parking	500	1.00	\$0.70	\$ 350.00
Venue fees for in-person mtgs. (assumes no-cost at city facilities)	8	1.00	\$0.00	\$ -
I) TOTAL OTHER DIRECT COSTS				\$ 73,850.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	_____
Subconsultant 2:	_____
Subconsultant 3:	_____
Subconsultant 4:	_____
Subconsultant 5:	_____
Subconsultant 6:	_____
Subconsultant 7:	_____
Subconsultant 8:	_____

m) TOTAL SUBCONSULTANTS' COSTS **\$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$ 73,850.00****TOTAL COST [(c) + (j) + (k) + (n)] \$ 419,666.50****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Arellano Associates**

Project No. _____ Contract No. _____

Date **10/7/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 124,105.00	2570	=	\$ 48.29	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 48.29	+	5%	=	\$ 50.70	Year 2 Avg Hourly Rate
Year 2	\$ 50.70	+	5%	=	\$ 53.24	Year 3 Avg Hourly Rate
Year 3	\$ 53.24	+	5%	=	\$ 55.90	Year 4 Avg Hourly Rate
Year 4	\$ 55.90	+	5%	=	\$ 58.70	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	2570.0	=	514.0	Estimated Hours Year 1
Year 2	50.00%	*	2570.0	=	1285.0	Estimated Hours Year 2
Year 3	30.00%	*	2570.0	=	771.0	Estimated Hours Year 3
Year 4	0.00%	*	2570.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2570.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2570.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 48.29	*	514	=	\$ 24,821.00	Estimated Hours Year 1
Year 2	\$ 50.70	*	1285	=	\$ 65,155.13	Estimated Hours Year 2
Year 3	\$ 53.24	*	771	=	\$ 41,047.73	Estimated Hours Year 3
Year 4	\$ 55.90	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 131,023.85	
Direct Labor Subtotal before Escalation				=	\$ 124,105.00	
Estimated total of Direct Labor Salary Increase				=	\$ 6,918.85	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Genoveva L. Arellano Title *: Principal

Signature: _____ Date of Certification: 7/16/2025

Email: Garellano@arellanoassociates.com Phone number: 909.627.2974

Address: 5851 Pine Avenue, Suite A, Chino Hills, CA 91709

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Public Outreach

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: Earth Mechanics, Inc.

Project No. _____ Contract No. _____

Date 10/15/2025**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Alaresh Thuraijah*	100	\$ 105.70	\$ 10,570.00
Sr. Principal Engineer / Geologist		40	\$ 105.60	\$ 4,224.00
Principal Engineer / Geologist		100	\$ 80.60	\$ 8,060.00
Senior Engineer / Geologist		200	\$ 71.80	\$ 14,360.00
Sr. Project Engineer / Geologist		220	\$ 60.70	\$ 13,354.00
Project Engineer / Geologist		180	\$ 60.30	\$ 10,854.00
Sr. Staff Engineer / Geologist		180	\$ 53.40	\$ 9,612.00
Staff Engineer / Geologist		180	\$ 41.80	\$ 7,524.00
Senior Technician		300	\$ 54.10	\$ 16,230.00
Technician		120	\$ 30.20	\$ 3,624.00
			\$ -	\$ -
			\$ -	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 98,412.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 7,528.52

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 105,940.52**INDIRECT COSTS**d) Fringe Benefits (Rate: 50.72%)

e) Total Fringe Benefits [(c) x (d)] \$ 53,733.03

f) Overhead & G&A (Rate: 117.17%)

g) Overhead [(c) x (f)] \$ 124,130.50

h) General & Admin (Rate: 0%)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 177,863.54**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10% \$ 28,380.41**I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Drill Rig Rental	25	Day	\$6,000.00	\$ 150,000.00
Traffic Control	1	Day	\$2,000.00	\$ 2,000.00
Well Permits	20	Permit	\$400.00	\$ 8,000.00
Soil Cutting Contaminants Testing	16	Test	\$325.00	\$ 5,200.00
Soil Cuttings (drums) Disposal	80	Drum	\$250.00	\$ 20,000.00
Mileage	3000	Mile	\$0.70	\$ 2,100.00

I) TOTAL OTHER DIRECT COSTS \$ 187,300.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

Subconsultant 5: _____

Subconsultant 6: _____

Subconsultant 7: _____

Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)]** \$ 187,300.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 499,484.46**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Earth Mechanics, Inc.

Project No. _____ Contract No. _____

Date 10/15/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 98,412.00	1620	=	\$ 60.75	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 60.75	+	5%	=	\$ 63.79	Year 2 Avg Hourly Rate
Year 2	\$ 63.79	+	5%	=	\$ 66.97	Year 3 Avg Hourly Rate
Year 3	\$ 66.97	+	5%	=	\$ 70.32	Year 4 Avg Hourly Rate
Year 4	\$ 70.32	+	5%	=	\$ 73.84	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	1620.0	=	162.0	Estimated Hours Year 1
Year 2	30.00%	*	1620.0	=	486.0	Estimated Hours Year 2
Year 3	60.00%	*	1620.0	=	972.0	Estimated Hours Year 3
Year 4	0.00%	*	1620.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1620.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1620.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 60.75	*	162	=	\$ 9,841.20	Estimated Hours Year 1
Year 2	\$ 63.79	*	486	=	\$ 30,999.78	Estimated Hours Year 2
Year 3	\$ 66.97	*	972	=	\$ 65,099.54	Estimated Hours Year 3
Year 4	\$ 70.32	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 105,940.52	
Direct Labor Subtotal before Escalation				=	\$ 98,412.00	
Estimated total of Direct Labor Salary Increase				=	\$ 7,528.52	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Alaresh Thuraijah Title *: President

Signature:  Date of Certification: 10/15/2025

Email: A.Thuraijah@earthmech.com Phone number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

541330 - Geotechnical Engineering 541380 - Laboratory Testing
--

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **EXP**

Project No. _____ Contract No. _____

Date **7/16/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Caltrans Coordinator	Syed Raza	101	\$ 136.59	\$ 13,795.59
Design Manager	Luis Betancourt	32	\$ 122.46	\$ 3,918.72
FHWA Coordinator	Lismary Gavillan	88	\$ 115.40	\$ 10,155.20
Project Engineer	Andrew Osaki	80	\$ 81.88	\$ 6,550.40

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 34,419.91

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 1,918.91

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 36,338.82**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead & G&A (Rate: 151.12%)

g) Overhead [(c) x (f)] \$ 54,915.22

h) General & Admin (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 54,915.22**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10% \$ 9,125.40**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Printing	1	LS		\$ 100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 100.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

Subconsultant 5: _____

Subconsultant 6: _____

Subconsultant 7: _____

Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 100.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 100,479.45**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant EXP

Project No. _____ Contract No. _____

Date 7/16/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 34,419.91	301	=	\$ 114.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 114.35	+	5%	=	\$ 120.07	Year 2 Avg Hourly Rate
Year 2	\$ 120.07	+	5%	=	\$ 126.07	Year 3 Avg Hourly Rate
Year 3	\$ 126.07	+	5%	=	\$ 132.38	Year 4 Avg Hourly Rate
Year 4	\$ 132.38	+	5%	=	\$ 139.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	301.0	=	60.2	Estimated Hours Year 1
Year 2	50.00%	*	301.0	=	150.5	Estimated Hours Year 2
Year 3	30.00%	*	301.0	=	90.3	Estimated Hours Year 3
Year 4	0.00%	*	301.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	301.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	301.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 114.35	*	60	=	\$ 6,883.98	Estimated Hours Year 1
Year 2	\$ 120.07	*	151	=	\$ 18,070.45	Estimated Hours Year 2
Year 3	\$ 126.07	*	90	=	\$ 11,384.39	Estimated Hours Year 3
Year 4	\$ 132.38	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 36,338.82	
Direct Labor Subtotal before Escalation				=	\$ 34,419.91	
Estimated total of Direct Labor Salary Increase				=	\$ 1,918.91	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Syed Raza Title *: Vice President

Signature:  Date of Certification: 7/16/2025

Email: syed.raza@exp.com Phone number: 909.217.5779

Address: 1650 Iowa Avenue Suite 110, Riverside CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Caltrans Interchange Coordination

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **Fehr & Peers**

Project No. _____ Contract No. _____

Date **7/16/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal		74	\$ 116.50	\$ 8,621.00
Senior Associate		174	\$ 83.50	\$ 14,529.00
Senior Engineer		291	\$ 59.00	\$ 17,169.00
Transportation Engineer III		148	\$ 59.00	\$ 8,732.00
Transportation Engineer II		568	\$ 51.50	\$ 29,252.00
GIS Technician		52	\$ 53.00	\$ 2,756.00
Supporting Staff		102	\$ 50.00	\$ 5,100.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 86,159.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 6,760.90
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 92,919.90

INDIRECT COSTS

d) Fringe Benefits (Rate: 60.79%)	e) Total Fringe Benefits [(c) x (d)]	\$ 56,486.01
f) Overhead & G&A (Rate: 118.33%)	g) Overhead [(c) x (f)]	\$ 109,952.11
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 166,438.12
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 25,935.80

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
ODC 1 - Mileage	1	1.00	\$1,000.00	\$ 1,000.00
ODC 2 - Intersection Counts	30	1.00	\$350.00	\$ 10,500.00
ODC 3 - Segment Counts	22	1.00	\$180.00	\$ 3,960.00
ODC 4 - Ramp Counts	16	1.00	\$180.00	\$ 2,880.00
ODC 5 - Freeway Segment Counts	2	1.00	\$525.00	\$ 1,050.00
ODC 6				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 19,390.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

Subconsultant 5: _____

Subconsultant 6: _____

Subconsultant 7: _____

Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 19,390.00****TOTAL COST [(c) + (j) + (k) + (n)] \$ 304,683.82****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Fehr & Peers**

Project No. OC25-P2705

Contract No. _____

Date 7/16/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 86,159.00	1409	=	\$ 61.15	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 61.15	+	7%	=	\$ 65.43	Year 2 Avg Hourly Rate
Year 2	\$ 65.43	+	7%	=	\$ 70.01	Year 3 Avg Hourly Rate
Year 3	\$ 70.01	+	7%	=	\$ 74.91	Year 4 Avg Hourly Rate
Year 4	\$ 74.91	+	7%	=	\$ 80.15	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	1409.0	=	281.8	Estimated Hours Year 1
Year 2	50.00%	*	1409.0	=	704.5	Estimated Hours Year 2
Year 3	30.00%	*	1409.0	=	422.7	Estimated Hours Year 3
Year 4	0.00%	*	1409.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1409.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1409.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 61.15	*	282	=	\$ 17,231.80	Estimated Hours Year 1
Year 2	\$ 65.43	*	705	=	\$ 46,095.07	Estimated Hours Year 2
Year 3	\$ 70.01	*	423	=	\$ 29,593.03	Estimated Hours Year 3
Year 4	\$ 74.91	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 92,919.90	
Direct Labor Subtotal before Escalation				=	\$ 86,159.00	
Estimated total of Direct Labor Salary Increase				=	\$ 6,760.90	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Steven J. Brown Title *: Senior Vice President

Signature:  Date of Certification: 7/15/2025

Email: S.Brown@fehrandpeers.com Phone number: (949) 306-3308

Address: 101 Pacifica, Ste 300, Irvine, CA 92618

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Traffic

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: ICF Jones & Stokes, Inc.

Project No. _____ Contract No. _____ Date 10/3/2025

DIRECT LABOR

Classification/Title		Name	Hours	Actual Hourly Rate	Total
Sr Project Director	Field OH	Calvert, Brian	514	\$ 110.92	\$ 57,012.88
Senior Consultant III	Field OH	Yasui, Youji	1460	\$ 70.06	\$ 102,287.60
Environmental Technician II	Field OH	Franklin, Nina	1318	\$ 37.28	\$ 49,135.04
Senior Consultant I	Field OH	Garcia, Johnnie	392	\$ 56.18	\$ 22,022.56
Consultant I	Field OH	Barrera, Mario	130	\$ 50.17	\$ 6,522.10
Senior Consultant III	Field OH	Brown, Sheryl	198	\$ 63.99	\$ 12,670.02
GIS Analyst / Cartography	Field OH	Klier, John	68	\$ 39.24	\$ 2,668.32
Senior Consultant I	Field OH	Giffen, Teresa	46	\$ 54.82	\$ 2,521.72
Environmental Technician II	Field OH	Witters, Roxana	16	\$ 36.83	\$ 589.28
Associate Consultant II	Field OH	Rzeszutko, Jakob	376	\$ 43.51	\$ 16,359.76
Project Director	Field OH	Higginson, Jonathan	16	\$ 85.88	\$ 1,374.08
Managing Consultant	Field OH	Anderson, Keturah	32	\$ 76.24	\$ 2,439.68
Managing Consultant	Field OH	Hoisington, Greg	107	\$ 77.57	\$ 8,299.99
Consultant II	Field OH	Martin, Colleen	214	\$ 52.09	\$ 11,147.26
Environmental Technician I	Field OH	Baker, Vincent	90	\$ 36.62	\$ 3,295.80
Senior Consultant I	Field OH	Richards, Phillip	32	\$ 55.34	\$ 1,770.88
Associate Consultant II	Field OH	Klinefelter, Kristen	64	\$ 46.32	\$ 2,964.48
Senior Consultant III	Field OH	Vargas, Benjamin	155	\$ 66.43	\$ 10,296.65
Environmental Technician I	Field OH	Smith-Escalera, Shannon	58	\$ 36.56	\$ 2,120.48
Environmental Technician I	Field OH	Galvez, Hector Manuel	28	\$ 36.28	\$ 1,015.84
Associate Consultant I	Field OH	Colon-Morales, Magaly	54	\$ 40.55	\$ 2,189.70
Senior Consultant III	Field OH	Markham, John	30	\$ 68.34	\$ 2,050.20
Consultant I	Field OH	Mountain-Castro, Jenelle	84	\$ 49.01	\$ 4,116.84
Senior Consultant III	FTE/Home OH	Irvin, Elizabeth	540	\$ 62.29	\$ 33,636.60
Project Director	FTE/Home OH	Hardie, Jon	205	\$ 84.45	\$ 17,312.25
Consultant I	FTE/Home OH	Hallman, Ryan	318	\$ 46.44	\$ 14,767.92
Project Director	FTE/Home OH	Crawford, Karen	39	\$ 93.76	\$ 3,656.64
Associate Consultant I	FTE/Home OH	Hambley, Brooke	126	\$ 38.46	\$ 4,845.96
Senior Consultant I	FTE/Home OH	Downs, Lauren	166	\$ 51.92	\$ 8,618.72
Senior Consultant III	FTE/Home OH	Yates, Timothy	33	\$ 61.88	\$ 2,042.04
Consultant II	FTE/Home OH	Roderick, Margaret	150	\$ 50.18	\$ 7,527.00
Associate Consultant I	On Call OH	Sukola, Katrina	156	\$ 43.98	\$ 6,860.88
Senior Technical Analyst	On Call OH	Jameson, Megan	60	\$ 82.00	\$ 4,920.00
Associate Consultant I	On Call OH	Lin, Frances	68	\$ 45.58	\$ 3,099.44
Invoicing	FTE/Home OH	Varied Staff	30	\$ 40.00	\$ 1,200.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 433,358.61
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 26,434.88
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 459,793.49

INDIRECT COSTS for FIELD staff		145.76%
d) Fringe Benefits (Rate: 40.61%)	e) Total Fringe Benefits [(c) x (d)]	\$ 139,977.92
f) Overhead & G&A (Rate: 105.15%)	g) Overhead [(c) x (f)]	\$ 362,439.75

INDIRECT COSTS for FTE/HOME staff		202.38%
d) Fringe Benefits (Rate: 40.86%)	e) Total Fringe Benefits [(c) x (d)]	\$ 40,580.99
f) Overhead & G&A (Rate: 161.52%)	g) Overhead [(c) x (f)]	\$ 160,417.08

INDIRECT COSTS for ON CALL staff		69.68%
d) Fringe Benefits (Rate: 16.64%)	e) Total Fringe Benefits [(c) x (d)]	\$ 2,627.13
f) Overhead & G&A (Rate: 53.04%)	g) Overhead [(c) x (f)]	\$ 8,373.97

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 714,416.84
FIXED FEE	
k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 117,421.03

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Meals, and Lodging				\$ 425.00
Cultural Resources Records Search				\$ 2,000.00
Reproductions				\$ 5,500.00
Equipment Rental				\$ 250.00
Postage and Delivery				\$ 750.00
Travel, Auto, incld. Mileage at current IRS rate (.70/mile)	9643	mile	\$0.70	\$ 6,750.10
County Clerk Filing Fees				\$ 100.00
CEQA (CDFG) Filing Fee				\$ 4,000.00
Project Supplies				\$ 250.00
I) TOTAL OTHER DIRECT COSTS				\$ 20,025.10

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Bargas Environmental Consulting, LLC	\$21,733
Subconsultant 2:	Group Delta Consultants, Inc.	\$18,155

m) TOTAL SUBCONSULTANTS' COSTS **\$39,888**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 59,913.10

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 1,351,544.46**

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant ICF Jones & Stokes, Inc.

Project No. _____ Contract No. _____ Date 10/3/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 433,358.61	7373	=	\$ 58.78	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 58.78	+	5%	=	\$ 61.72	Year 2 Avg Hourly Rate
Year 2	\$ 61.72	+	5%	=	\$ 64.80	Year 3 Avg Hourly Rate
Year 3	\$ 64.80	+	5%	=	\$ 68.04	Year 4 Avg Hourly Rate
Year 4	\$ 68.04	+	5%	=	\$ 71.44	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	7373.0	=	1474.6	Estimated Hours Year 1
Year 2	40.00%	*	7373.0	=	2949.2	Estimated Hours Year 2
Year 3	40.00%	*	7373.0	=	2949.2	Estimated Hours Year 3
Year 4	0.00%	*	7373.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	7373.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	7373.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 58.78	*	1475	=	\$ 86,671.72	Estimated Hours Year 1
Year 2	\$ 61.72	*	2949	=	\$ 182,010.62	Estimated Hours Year 2
Year 3	\$ 64.80	*	2949	=	\$ 191,111.15	Estimated Hours Year 3
Year 4	\$ 68.04	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 459,793.49	

Direct Labor Subtotal before Escalation	=	\$	433,358.61	
Estimated total of Direct Labor Salary Increase	=	\$	26,434.88	Transfer to Page 1

- NOTES:**
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
 2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
 4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

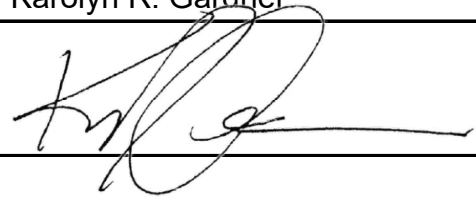
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Karolyn R. Gardner</u>	Title *:	<u>Sr. VP, Contracts Procurement & Pricing</u>
Signature:		Date of Certification:	<u>10/03/2025</u>
Email:	<u>karolyn.gardner@icf.com</u>	Phone number:	<u>571-499-7571</u>
Address:	<u>1902 Reston Plaza, Reston, VA 20190</u>		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental documentation.

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **MNS Engineers, Inc.**

Project No. _____ Contract No. _____

Date **10/3/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal/Project Manager	Brandon Reyes	136	\$ 137.98	\$ 18,765.38
Lead Engineer		285	\$ 95.00	\$ 27,075.00
Lead Electrical/ITS		179	\$ 95.00	\$ 17,005.00
Lead Traffic Design		325	\$ 80.00	\$ 25,960.00
Sr. Project Engineer		618	\$ 80.00	\$ 49,440.00
Project Engineer		366	\$ 65.00	\$ 23,790.00
Associate Engineer		1579	\$ 45.00	\$ 71,055.00
Assistant Engineer		1490	\$ 37.00	\$ 55,111.50
Engineering Technician		459	\$ 30.00	\$ 13,770.00
Principal Surveyor		120	\$ 95.00	\$ 11,400.00
Assistant Principal Surveyor		438	\$ 60.00	\$ 26,280.00
Party Chief		242	\$ 67.00	\$ 16,214.00
Chain Person		242	\$ 67.00	\$ 16,214.00
Senior Project/Program Manager (P)		70	\$ 117.79	\$ 8,245.30
Principal Engineer (Bridge)		80	\$ 111.06	\$ 8,884.80
Supervising Engineer (Bridge)		370	\$ 85.00	\$ 31,450.00
Project Engineer (Bridge)		80	\$ 70.00	\$ 5,600.00
Project Engineer (Bridge)		80	\$ 70.00	\$ 5,600.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 431,859.98

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 10,904.46

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 442,764.44**INDIRECT COSTS**

d) Fringe Benefits (Rate: 61.03%)

e) Total Fringe Benefits [(c) x (d)] \$ 270,197.00

f) Overhead & G&A (Rate: 74.34%)

g) Overhead [(c) x (f)] \$ 329,128.95

h) General & Admin (Rate:)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 599,325.95**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 104,209.04**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Potholing - Potholing Contractor	1	LS	\$40,000.00	\$ 40,000.00
Mileage	2850	LS	\$0.70	\$ 1,995.00
Aerial Topo	1	LS	\$47,495.00	\$ 47,495.00
ODC 4				\$ -
ODC 5				\$ -
ODC 6				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 89,490.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)****m) TOTAL SUBCONSULTANTS' COSTS** \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 89,490.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 1,235,789.43**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant MNS Engineers, Inc.

Project No. _____ Contract No. _____

Date 10/3/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 431,859.98	7158	=	\$ 60.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 60.33	+	5%	=	\$ 63.35	Year 2 Avg Hourly Rate
Year 2	\$ 63.35	+	5%	=	\$ 66.52	Year 3 Avg Hourly Rate
Year 3	\$ 66.52	+	5%	=	\$ 69.84	Year 4 Avg Hourly Rate
Year 4	\$ 69.84	+	5%	=	\$ 73.33	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	*	7158.0	=	4294.8	Estimated Hours Year 1
Year 2	30.00%	*	7158.0	=	2147.4	Estimated Hours Year 2
Year 3	10.00%	*	7158.0	=	715.8	Estimated Hours Year 3
Year 4	0.00%	*	7158.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	7158.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	7158.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 60.33	*	4295	=	\$ 259,115.99	Estimated Hours Year 1
Year 2	\$ 63.35	*	2147	=	\$ 136,035.89	Estimated Hours Year 2
Year 3	\$ 66.52	*	716	=	\$ 47,612.56	Estimated Hours Year 3
Year 4	\$ 69.84	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 442,764.44	
Direct Labor Subtotal before Escalation				=	\$ 431,859.98	
Estimated total of Direct Labor Salary Increase				=	\$ 10,904.46	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Brandon Reyes Title *: Vice President

Signature: _____ Date of Certification: 10/3/2025

Email: breyes@mnsengineers.com Phone number: 951-532-4510

Address: 3850 Vine Street, Suite 100, Riverside, CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Roadway and Traffic Design. Structural Independent Check.

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **Monument**

Project No. _____ Contract No. _____

Date **7/16/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge		15	\$ 111.42	\$ 1,671.30
Sr. Project Manager	Kim Bibolet	184	\$ 87.98	\$ 16,188.32
Utility Manager	Curtis Bibolet	134	\$ 74.52	\$ 9,985.68
Sr. Agent		235	\$ 55.29	\$ 12,993.15
Utility Coordinator		345	\$ 45.91	\$ 15,838.95
Sr. Project Coordinator		154	\$ 43.27	\$ 6,663.58
Project Controller		18	\$ 45.91	\$ 826.38
Project Support Specialist		124	\$ 29.62	\$ 3,672.88
Sr. Technical Advisor		8	\$ 96.54	\$ 772.32
Sr. Analyst		41	\$ 63.65	\$ 2,609.65
Task Lead		18	\$ 67.65	\$ 1,217.70
Analyst		40	\$ 42.26	\$ 1,690.40

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 74,130.31
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 4,132.76
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 78,263.07

INDIRECT COSTS

d) Fringe Benefits (Rate: 38.20%)	e) Total Fringe Benefits [(c) x (d)]	\$ 29,896.49
f) Overhead & G&A (Rate: 65.06%)	g) Overhead [(c) x (f)]	\$ 50,917.96
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 80,814.45
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 15,907.75

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports (9 @ \$1,000)	9	Each	\$1,000.00	\$ 9,000.00
Appraisals (Private parcels)	1	Each	\$6,000.00	\$ 6,000.00
Appraisals (USACE & OCFCD)	8	Each	\$7,500.00	\$ 60,000.00
Review Appraisals	9	Each	\$3,000.00	\$ 27,000.00
Mileage	Actual	Actual	Federal Rate	\$ 1,500.00
Postage	Actual	Actual	Actual	\$ 1,214.72

I) TOTAL OTHER DIRECT COSTS \$ 104,714.72**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	
Subconsultant 5:	
Subconsultant 6:	
Subconsultant 7:	
Subconsultant 8:	

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 104,714.72****TOTAL COST [(c) + (j) + (k) + (n)] \$ 279,700.00****NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Monument

Project No. _____ Contract No. _____

Date 7/16/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 74,130.31	1316	=	\$ 56.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 56.33	+	5%	=	\$ 59.15	Year 2 Avg Hourly Rate
Year 2	\$ 59.15	+	5%	=	\$ 62.10	Year 3 Avg Hourly Rate
Year 3	\$ 62.10	+	5%	=	\$ 65.21	Year 4 Avg Hourly Rate
Year 4	\$ 65.21	+	5%	=	\$ 68.47	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	1316.0	=	263.2	Estimated Hours Year 1
Year 2	50.00%	*	1316.0	=	658.0	Estimated Hours Year 2
Year 3	30.00%	*	1316.0	=	394.8	Estimated Hours Year 3
Year 4	0.00%	*	1316.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1316.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1316.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 56.33	*	263	=	\$ 14,826.06	Estimated Hours Year 1
Year 2	\$ 59.15	*	658	=	\$ 38,918.41	Estimated Hours Year 2
Year 3	\$ 62.10	*	395	=	\$ 24,518.60	Estimated Hours Year 3
Year 4	\$ 65.21	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 78,263.07	
Direct Labor Subtotal before Escalation				=	\$ 74,130.31	
Estimated total of Direct Labor Salary Increase				=	\$ 4,132.76	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Joey Mendoza Title *: Vice President

Signature:  Date of Certification: 7/14/2025

Email: jmendoza@monumentrow.com Phone number: 949.378.0687

Address: 200 Spectrum Center Suite 300, Irvine CA 92618

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Right of Way Appraisals & Acquisition, Utility Coordination & Agreements
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Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **Q3 Consulting**

Project No. _____ Contract No. _____

Date **9/30/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	McCarthy	44	\$ 96.56	\$ 4,248.64
Sr. PM	Candaele	324	\$ 84.42	\$ 27,352.08
Project Eng.	Tong	220	\$ 51.90	\$ 11,418.00
Design Eng.	Hemati	640	\$ 39.00	\$ 24,960.00
Admin	Rokhberg	56	\$ 32.75	\$ 1,834.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 69,812.72

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 1,897.51

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 71,710.23**INDIRECT COSTS**

d) Fringe Benefits (Rate: 91.98%)

e) Total Fringe Benefits [(c) x (d)] \$ 65,959.07

f) Overhead & G&A (Rate: 58.00%)

g) Overhead [(c) x (f)] \$ 41,591.93

h) General & Admin (Rate: 0%)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 107,551.00**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10% \$ 17,926.12**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	500	mi	\$0.70	\$ 350.00
Reprographics for meetings (36x48)	50	sheet	\$9.00	\$ 450.00
Hard Drive/Submittal to USACE	1	ea.	\$300.00	\$ 300.00
ODC 4				\$ -
ODC 5				\$ -
ODC 6				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 1,100.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

Subconsultant 5: _____

Subconsultant 6: _____

Subconsultant 7: _____

Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 1,100.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 198,287.36**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Q3 Consulting

Project No. _____ Contract No. _____

Date 9/30/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 69,812.72	1284	=	\$ 54.37	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 54.37	+	3%	=	\$ 56.00	Year 2 Avg Hourly Rate
Year 2	\$ 56.00	+	3%	=	\$ 57.68	Year 3 Avg Hourly Rate
Year 3	\$ 57.68	+	3%	=	\$ 59.41	Year 4 Avg Hourly Rate
Year 4	\$ 59.41	+	3%	=	\$ 61.20	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	1284.0	=	385.2	Estimated Hours Year 1
Year 2	50.00%	*	1284.0	=	642.0	Estimated Hours Year 2
Year 3	20.00%	*	1284.0	=	256.8	Estimated Hours Year 3
Year 4	0.00%	*	1284.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1284.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1284.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 54.37	*	385	=	\$ 20,943.82	Estimated Hours Year 1
Year 2	\$ 56.00	*	642	=	\$ 35,953.55	Estimated Hours Year 2
Year 3	\$ 57.68	*	257	=	\$ 14,812.86	Estimated Hours Year 3
Year 4	\$ 59.41	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 71,710.23	
Direct Labor Subtotal before Escalation				=	\$ 69,812.72	
Estimated total of Direct Labor Salary Increase				=	\$ 1,897.51	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

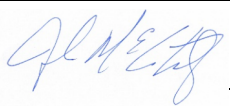
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>John McCarthy</u>	Title *:	<u>Principal/Secretary</u>
Signature:		Date of Certification:	<u>9/30/2025</u>
Email:	<u>jmccarthy@q3consulting.net</u>	Phone number:	<u>949.259.6730</u>
Address:	<u>27051 Towne Centre Drive, Suite 270, Foothill Ranch, CA 92610</u>		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

<ul style="list-style-type: none">- USACE No Regional Adverse Impact Study and Modeling- Caltrans Local Hydraulic Study- Hydrology & Hydraulic Report- Public Transportation Project WQMP
--

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: Ruth Villalobos & Associates, Inc.

Project No. _____ Contract No. _____

Date 10/4/2025**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Environmental Director	Ruth Villalobos	290	\$ 100.00	\$ 29,000.00
Env Project Manager	Juan Villalobos	393	\$ 80.00	\$ 31,440.00
Section 408	Priyo Majumdar	444	\$ 75.00	\$ 33,300.00
Senior Biologist/Permitting	Miranda Villalobos	892	\$ 65.00	\$ 57,980.00
Biologist/Permitting	Justinne Manahan	1300	\$ 48.00	\$ 62,400.00
Biologist	Zach Jensen	400	\$ 41.00	\$ 16,400.00
PM Assistant/Admin	Ali Razo	96	\$ 65.00	\$ 6,240.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 236,760.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 13,199.37
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 249,959.37

INDIRECT COSTS

d) Fringe Benefits (Rate: _____)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: 120.00%)	g) Overhead [(c) x (f)]	\$ 299,951.24
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 299,951.24
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 54,991.06

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	5000	per mile	\$0.30	\$ 1,500.00
Reproduction (documents)	750	per page	\$0.25	\$ 187.50
ODC 3				\$ -
ODC 4				\$ -
ODC 5				\$ -
ODC 6				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 1,687.50**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	_____
Subconsultant 2:	_____
Subconsultant 3:	_____
Subconsultant 4:	_____
Subconsultant 5:	_____
Subconsultant 6:	_____
Subconsultant 7:	_____
Subconsultant 8:	_____

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,687.50****TOTAL COST [(c) + (j) + (k) + (n)] \$ 606,589.18****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Ruth Villalobos & Associates, Inc.

Project No. _____ Contract No. _____

Date 10/4/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 236,760.00	3815	=	\$ 62.06	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 62.06	+	5%	=	\$ 65.16	Year 2 Avg Hourly Rate
Year 2	\$ 65.16	+	5%	=	\$ 68.42	Year 3 Avg Hourly Rate
Year 3	\$ 68.42	+	5%	=	\$ 71.84	Year 4 Avg Hourly Rate
Year 4	\$ 71.84	+	5%	=	\$ 75.43	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	3815.0	=	763.0	Estimated Hours Year 1
Year 2	50.00%	*	3815.0	=	1907.5	Estimated Hours Year 2
Year 3	30.00%	*	3815.0	=	1144.5	Estimated Hours Year 3
Year 4	0.00%	*	3815.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	3815.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3815.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 62.06	*	763	=	\$ 47,352.00	Estimated Hours Year 1
Year 2	\$ 65.16	*	1908	=	\$ 124,299.00	Estimated Hours Year 2
Year 3	\$ 68.42	*	1145	=	\$ 78,308.37	Estimated Hours Year 3
Year 4	\$ 71.84	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 249,959.37	
Direct Labor Subtotal before Escalation				=	\$ 236,760.00	
Estimated total of Direct Labor Salary Increase				=	\$ 13,199.37	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Juan Villalobos Title *: Principal

Signature: _____ Date of Certification: 10/4/2025

Email: jvillalobos@rvacorp.com Phone number: (909)289-0621

Address: 3602 Inland Empire Blvd, Suite C310, Ontario, CA 91764

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

USACE Coordination & Permitting; Biological Resources

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT “D-1”

SCHEDULE

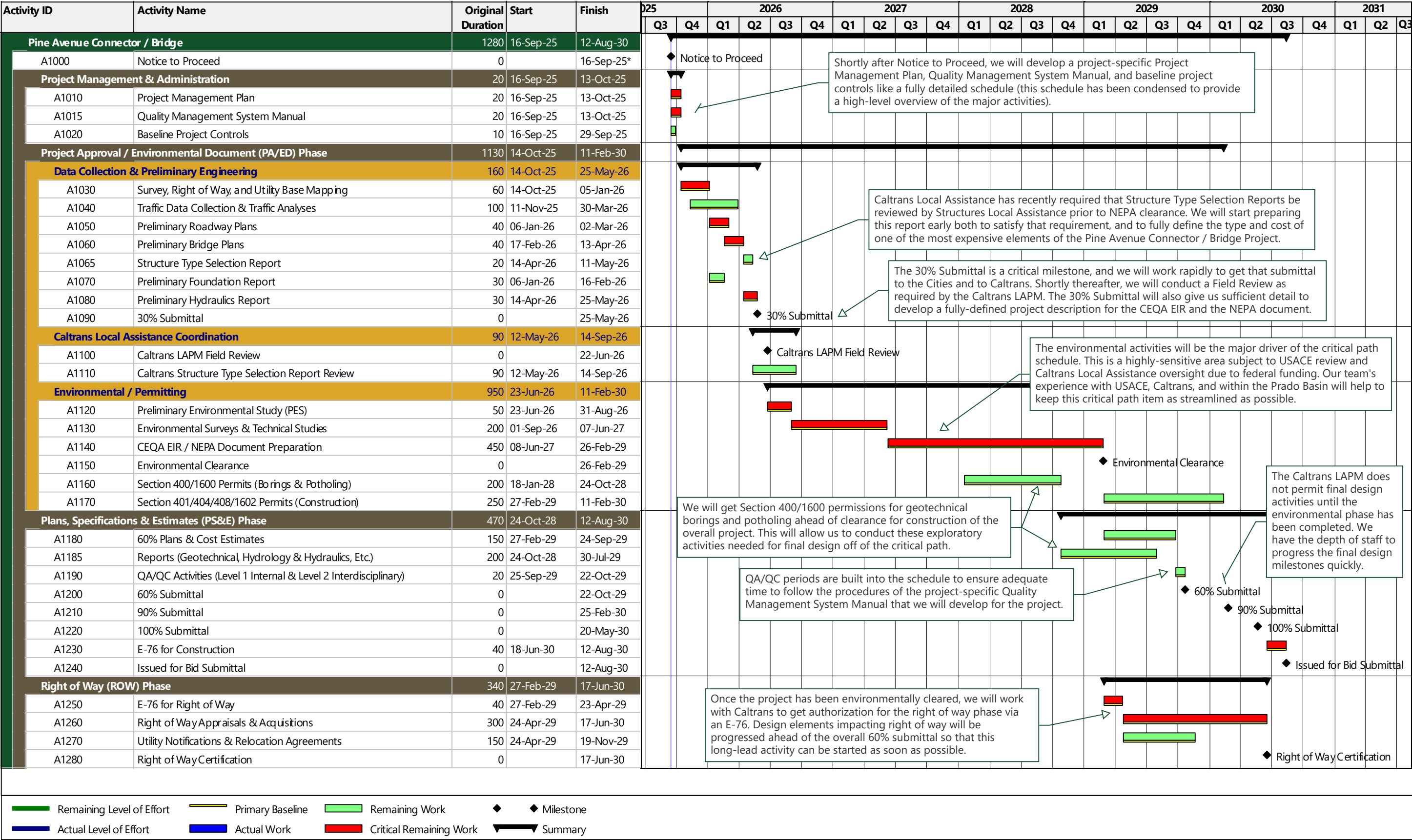


EXHIBIT “E”
TITLE VI ASSURANCES
APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT’s noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

- ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "E"

TITLE VI ASSURANCES

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

EXHIBIT "E"
TITLE VI ASSURANCES

APPENDIX C

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

EXHIBIT "E"
TITLE VI ASSURANCES

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

EXHIBIT "E"
TITLE VI ASSURANCES

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

EXHIBIT "F"

PROMPT PAYMENT CERTIFICATION FORM

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt (\$)	(6) Total DBE Commitment Amt (\$)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment (\$)	(16) Amount Paid To Sub to Date (\$)	(17) Total Committed to This Subcontractor (\$)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of incremental Retainage *
				Totals	\$0.00	\$0.00	\$0.00			

List all first-tier subcontractors/subconsultants, whether or not the firms were originally listed in Exhibit 10-02 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute on subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature	(22) Date
(25) Prime Contractor Manager's Name	(26) Phone

Local Agency certifies that all information in this form is complete and verified.

(23) Local Agency Representative's Signature	(24) Date
(27) Local Agency Representative's Name	(28) Phone