

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ 10-33-031-00**

**FOR**

**Environmental Document Preparation, Preliminary Engineering,  
Final Engineering Design and Construction Support Services**

**For the  
Riverside Downtown Metrolink Layover Facility  
In Riverside, California**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
4080 Lemon Street, 3rd floor  
Riverside, CA 92501  
Mailing address: P.O. Box 12008  
Riverside, CA 92502-2208  
RFQ Contract Person: Greg Moore**

**Key RFQ Dates:**

<b>Request for Qualifications Issued</b>	<b>Friday – November 20, 2009</b>
<b>Pre-Submittal Meeting</b>	<b>Tuesday – December 8, 2009</b>
<b>Request for Clarifications Due</b>	<b>Tuesday – December 15, 2009</b>
<b>Qualifications Submittal</b>	<b>Tuesday - December 22, 2009</b>
<b>Short Listed Firms Notified</b>	<b>*Monday - January 11, 2010</b>
<b>Interview &amp; Selection</b>	<b>*Thursday – January 28, 2010</b>
<b>Commission Approval</b>	<b>*Wednesday - March 10, 2010</b>

\*Tentative

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
NOTICE FOR REQUEST FOR QUALIFICATIONS	1
<b><u>SECTION I. BACKGROUND</u></b> .....	<b>3</b>
A.    ABSTRACT .....	3
B.    PROJECT DESCRIPTION .....	3
<b><u>SECTION II. INSTRUCTIONS TO OFFERORS</u></b> .....	<b>4</b>
A.    NON-MANDATORY PRE-SUBMITTAL CONFERENCE .....	4
B.    EXAMINATION OF SOQ DOCUMENTS .....	4
C.    ADDENDA .....	4
D.    COMMISSION CONTACT/ADDRESS .....	4
E.    REQUESTS FOR CLARIFICATIONS, EXCEPTIONS, DEVIATIONS OR CHANGES .....	5
1.    Examination and Clarification of RFQ Documents .....	5
2.    Exceptions to or Recommendations for Change of the RFQ .....	5
3.    Exceptions or Clarifications to Standard Contract .....	6
4.    Submitting Requests .....	6
5.    Commission Responses .....	6
F.    SUBMISSION OF SOQ .....	7
1.    Date and Time .....	7
2.    Identification of SOQs .....	7
G.    COMMISSION RIGHTS .....	7
H.    SOQ PREPARATION EXPENSES .....	8
I.    PROTEST PROCEDURES .....	8
J.    CONTRACT TYPE .....	9
K.    CONTRACT TERM .....	9
L.    CONFLICTS OF INTEREST .....	9
M.    SUBMISSION OF MATERIALS FOR PRE-AWARD AUDIT .....	9
<b><u>SECTION III. SOQ CONTENT</u></b> .....	<b>10</b>
A.    SOQ FORMAT AND CONTENT .....	10
1.    Format .....	10
2.    Letter of Transmittal .....	10
3.    Technical Proposal .....	11
4.    Insurance .....	13

**SECTION IV. EVALUATION AND AWARD** ..... 14

A. EVALUATION CRITERIA ..... 14

B. EVALUATION PROCEDURE ..... 15

C. AWARD ..... 15

D. NOTIFICATION OF AWARD AND DEBRIEFING..... 16

November 20, 2009

**SUBJECT: NOTICE OF REQUEST FOR QUALIFICATIONS FOR ENVIRONMENTAL DOCUMENT (ED) PREPARATION, PRELIMINARY ENGINEERING (PE), FINAL ENGINEERING DESIGN, AND CONSTRUCTION SUPPORT SERVICES FOR THE RIVERSIDE DOWNTOWN METROLINK LAYOVER FACILITY**

The Riverside County Transportation Commission (Commission) invites Statements of Qualifications (SOQs) from qualified consultants ("Offeror") to provide Environmental Document Preparation and Permitting, Preliminary Engineering, Final Engineering Design, and Construction Support Services for the Riverside Downtown Metrolink Layover Facility.

**SOQs must be submitted no later than 2:00 p.m. on December 22, 2009.** See Instructions to Offerors for further details regarding SOQ submissions.

SOQs delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Riverside County Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attention: Greg Moore, Procurement and Assets Manager**

SOQs delivered using the U.S. Postal Service shall be addressed as follows:

**Riverside County Transportation Commission  
P. O. Box 12008  
Riverside, CA 92502-2208  
Attention: Greg Moore, Procurement and Assets Manager**

SOQs and amendments to the SOQs received after the date and time specified above will be returned to the Offeror unopened. Faxed or electronically submitted SOQs will not be accepted.

It is the Commission's intent that all firms obtain the full content of this Request for Proposal (RFQ) and all Addenda via the Commission's website located at [www.rctc.org/rfps.asp](http://www.rctc.org/rfps.asp).

**Except for Greg Moore, no contact of any kind regarding this RFQ shall be made with any of the Commission's Board members or the Commission's staff including RCTC's program management consultant, Bechtel Infrastructure Corporation, RCTC's Rail Consultant, Schiermeyer Consulting Services, or other members of the Project Delivery Team. It is intended that the Consultant selection shall be made on merit alone within the process described in this RFQ. Violation of this condition may result in immediate disqualification of an Offeror's proposal.**

A pre-submittal meeting will be held on Tuesday, **December 8, 2009**; at 2:00 p.m. at RCTC's Conference Room A located at 4080 Lemon Street, 3<sup>rd</sup> floor, Riverside, CA 92501. Attendance is not mandatory, but prospective Offerors are encouraged to attend. Minutes of the pre-submittal meeting will be posted on the RCTC website. Any unanswered questions from the meeting will be addressed. Changes to the RFQ, if any, will be addressed through the issuance of an Addendum to the RFQ.

All questions, including questions that could not be specifically answered at the pre-submittal conference, must be put in writing and must be received by the Commission by **December 15, 2009, by 2:00 pm.**

Please note that Commission will ***not*** be responsible for mailing any addendums. All addendums will be published on the Commission's website. Offerors are encouraged to check the website regularly since each Offeror will be responsible for downloading the RFQ and all addendums.

A "Shortlist" of firms to be interviewed will be developed by the Commission. The Commission anticipates that the "Shortlisted" firms will be notified on **January 11, 2010**. Interviews are tentatively scheduled for **January 28, 2010**. Please keep this date open. Failure to appear at the interview will cause the Offeror to be eliminated from further evaluation. The Commission reserves the right to postpone the interview date, or cancel an interview, in its sole and absolute discretion. Offeror shall be notified in advance of any such postponement or cancellation.

RCTC does not discriminate against, or provide preferential treatment to any individual or group on the basis of race, color, ethnicity, age over 40, religion, gender, national origin, ancestry, physical disability, disability including AIDS, mental condition, cancer-related medical condition, political affiliation, sexual orientation, or marital status in its contracting activities.

Funding for the Agreement resulting from this RFQ may come from state and/or local funds. The Offeror will be required to comply with all applicable state and local laws and regulations.

Greg Moore  
Procurement and Assets Manager  
Riverside County Transportation Commission

## **SECTION I**

### **SECTION I. BACKGROUND**

#### **A. ABSTRACT**

On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

Pursuant to Public Utility Code Sections 240000 et seq., the Riverside County Transportation Commission (RCTC) is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

The services proposed in the Request for Qualifications (RFQ) are consistent with the highway and rail improvement projects identified on the Ballot. These proposed services will be funded with Measure A proceeds.

#### **B. PROJECT DESCRIPTION**

RCTC is seeking proposals from qualified engineering professionals to provide Environmental Document Preparation, Preliminary Engineering, Final Engineering, and Construction Support Services for the Riverside Downtown Metrolink Layover Facility located in the city of Riverside, CA. Services are anticipated to include environmental clearance of the site, environmental permitting, preliminary and final engineering design, California Public Utility Commission (CPUC) clearances, construction support, and other assorted duties as appropriate for environmental document preparation, permitting, and preliminary and final engineering design. The detailed scope of services is included in this package as Exhibit A. The estimated construction cost for the facility is \$6 million.

The Offeror shall provide a single point of contact to direct and coordinate all field activities under this contract. Insofar as the Offeror's approach described in the Statement of Qualifications (SOQ), the scope of responsibility and the total number of personnel assigned to the project is left to the discretion of the Offeror. Each SOQ shall include a preliminary staffing plan and an organization chart.

## **SECTION II. INSTRUCTIONS TO OFFERORS**

### **A. NON-MANDATORY PRE-SUBMITTAL CONFERENCE**

A pre-submittal meeting will be held on December 8, 2009 at 2:00 pm at RCTC's Conference Room A located at 4080 Lemon St., Riverside, CA, 3<sup>rd</sup> floor. Attendance is not mandatory, but prospective Offerors are encouraged to attend.

### **B. EXAMINATION OF SOQ DOCUMENTS**

By submitting a SOQ, the Offeror indicates that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the Commission's objectives.

### **C. ADDENDA**

The Commission reserves the right to revise the RFQ documents. Any Commission changes to the requirements will be made by written addenda to this RFQ. Any written addenda issued pertaining to this RFQ may be incorporated into the terms and conditions of any contract resulting from this RFQ. Addenda will be posted on the Commission's website. It is the Offerors responsibility to check the Commission's website to determine if any addenda have been issued. The Commission will not be bound to any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. Offerors shall acknowledge all posted addenda in their SOQ. Failure to acknowledge all posted addenda may cause the SOQ to be deemed non-responsive to this RFQ and be rejected without further evaluation.

### **D. COMMISSION CONTACT/ADDRESS**

All correspondence, questions, and submissions in connection with this RFQ should be addressed as follows:

U.S. Mail:     **Riverside County Transportation Commission**  
                  **P.O. Box 12008**  
                  **Riverside, CA 92502-2208**

Personal Courier/ Hand Delivery     **Riverside County Transportation Commission**  
   **4080 Lemon Street, 3<sup>rd</sup> Floor**  
   **Riverside, CA 92501**  
Facsimile:                                         **(951) 787-7920**

Correspondence concerning procedure, contract, or technical matters should be directed to the attention of **Greg Moore, Procurement and Assets Manager**. Correspondence via e-mail is also acceptable and should be addressed to: [GMoore@rctc.org](mailto:GMoore@rctc.org). **Please note that, as further specified below, faxed or electronically submitted SOQs will not be accepted.**

**Except for Greg Moore, no contact regarding this RFQ shall be made with any of the Commission's Board members or any of the Commission's staff including RCTC's program management consultant, Bechtel Infrastructure Corporation, RCTC's Rail Consultant, Schiermeyer Consulting Services, or other members of the Project Delivery Team. It is intended that the Consultant selection shall be made on merit alone within the process described in this RFQ. Violation of this condition may result in immediate disqualification of an Offeror's SOQ.**

**E. REQUESTS FOR CLARIFICATIONS, EXCEPTIONS, DEVIATIONS OR CHANGES**

All requests for clarifications, exceptions, deviations or changes must be submitted to the Commission in writing, as set forth in this Section E, no later than the Written Question Deadline **2:00 P.M., December 15, 2009**. Any requests received after this date and time shall not be considered.

**1. Examination and Clarification of RFQ Documents**

Offeror is responsible for reviewing the RFQ documents prior to the submittal deadline (December 22, 2009) and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity or error, or omission contained in the RFQ documents. Offeror shall notify the Commission in writing, in accordance with Section E.4 below. Should it be found by Commission that the point in question is not clearly and fully set forth, the Commission will issue a written addendum clarifying the matter, which will be posted on Commission's website. Submissions by e-mail will be sent to [GMoore@rctc.org](mailto:GMoore@rctc.org).

**2. Exceptions to or Recommendations for Change of the RFQ**

Any questions or request for exceptions to or deviations from the requirements of this RFQ must be submitted in writing in accordance with Section E.4 below. The request should clearly identify and segregate "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Commission's technical or contractual requirements,

these should be thoroughly explained. The Commission will review the request and may, but shall not be required to, post a response to any such request on Commission's website. Submissions by e-mail will be submitted to GMoore@rctc.org.

### **3. Exceptions or Clarifications to Standard Contract**

Offerors shall familiarize themselves with the model Agreement (attached to the RFQ as Exhibit B) and all of the Exhibits attached thereto. Commission intends to use the attached model Agreement as the contract resulting from this RFQ. Should the Offeror have concerns, questions, or recommended changes to the model Agreement requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the Commission as part of the Offeror's proposal and will be discussed during the negotiation process. The Commission will review Offeror's concerns/recommendations and may post on Commission's website Offeror's request and any comments from Commission regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Offeror. Changes to the Commission's model Agreement shall be made at the Commission's sole and absolute discretion.

### **4. Submitting Requests**

All questions, requests for clarifications, exception, deviations or changes, including questions that could not be specifically answered at the pre-submittal conference, must be put into writing and must be received by Greg Moore no later than 2:00 p.m. on **December 15, 2009**.

Requests for clarifications, exceptions, deviations or changes and/or questions and comments must be clearly labeled, "Written Questions". The Commission is not responsible for failure to respond to a request that has not been appropriately labeled. Requests for clarifications, exceptions, deviations, or changes and/or questions received after this time and date will not be responded to and may not be introduced during contract negotiations.

Any of the methods of Commission Contact set forth above, including submissions by e-mail, may be utilized for delivering written requests and questions as long as the requests and/or questions are directed to Greg Moore and received no later than the date and time specified above.

### **5. Commission Responses**

Commission will acknowledge receipt of all requests whether responded to or not. Responses from the Commission will be posted on Commission's website. Offerors may download responses from the Commission's website at

[www.rctc.org/rfps.asp](http://www.rctc.org/rfps.asp). Commission responses may be in the form of Addenda or a simple posting of the response.

**F. SUBMISSION OF SOQ**

**1. Date and Time**

**SOQs must be submitted at or before 2:00 p.m. on December 22, 2009.**

SOQs received after the specified date and time will be rejected without consideration or evaluation. SOQs may be delivered via U.S. Mail, personal delivery or commercial courier service to:

**Riverside County Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attention: Greg Moore, Procurement and Assets Manager**

Faxed or electronically submitted SOQs will not be accepted.

**2. Identification of SOQs**

**Offeror shall submit one original, eight copies and one CD** of its SOQ in a sealed package. The package should be addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**“Riverside Downtown Metrolink Layover Facility Environmental,  
Engineering Design, and Construction Support Services RFQ”**

Offerors shall be entirely responsible for any consequences resulting from any inadvertent opening of unsealed or improperly identified packages. It is the Offerors' sole responsibility to see that its SOQ is received as required.

**G. COMMISSION RIGHTS**

The Commission may investigate the qualifications of any Offeror under consideration, require confirmation of information furnished by an Offeror, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The Commission reserves the right to:

1. Accept or reject any and all SOQs, or any item or part thereof, or to waive any informalities or irregularities in SOQs;
2. Issue new or subsequent RFQs;
3. For any reasons, withdraw or cancel this RFQ, or any part thereof at any time without prior notice and the Commission makes no representations that any contract will be awarded to any Offeror responding to this RFQ;

4. Require confirmation of information furnished by Offeror or for the Offeror to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the SOQs;
5. Postpone SOQ openings for its own convenience;
6. Release the SOQs, received as public information, upon request after award. Submitted SOQs are not to be copyrighted;
7. Remedy or overlook technical errors in the RFQ process;
8. Appoint an Evaluation Committee to review SOQs;
9. Seek the assistance of outside technical experts in SOQ evaluation;
10. Approve or disapprove the use of particular subconsultants;
11. Establish a short list of Offerors eligible for interview after review of written SOQs;
12. Negotiate with any, all or none of the Offerors to the RFQ;
13. Solicit best and final offers from all or some of the Offerors;
14. Award a contract to one or more Offerors; and
15. Waive informalities and minor irregularities in SOQs.

#### **H. SOQ PREPARATION EXPENSES**

The Commission shall not, in any event, be liable for any expenses incurred by Offeror in the preparation of its SOQ. Offeror shall not include any such expenses as part of its SOQ. SOQ preparation expenses include the following:

1. Preparing its SOQ in response to this RFQ;
2. Submitting that SOQ to the Commission;
3. Negotiating with the Commission any matter related to this RFQ; or
4. Any other expenses incurred by Offeror prior to the date an agreement is executed.

#### **I. PROTEST PROCEDURES**

RCTC has on file and posted on its website a set of written protest procedures applicable to this RFQ. The procedures may be downloaded from the website or may be obtained by contacting Greg Moore at [GMoore@rctc.org](mailto:GMoore@rctc.org). Any protest filed by a firm in connection with this RFP must be submitted in accordance with Commission's written procedures.

**J. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a cost plus fixed fee contract, with a total not to exceed amount.

**K. CONTRACT TERM**

The services to be performed under the Agreement shall begin on approximately April 5, 2010 and shall terminate on approximately December 1, 2011.

**L. CONFLICTS OF INTEREST**

Offerors must complete and submit with their SOQ the "Disclosure of Campaign Contributions to Commissioners" form attached to this RFQ as Exhibit C.

**M. SUBMISSION OF MATERIALS FOR PRE-AWARD AUDIT**

Prior to award, the selected Offeror shall submit requested financial documents for the prime and all subconsultants with agreements equal to or greater than \$250,000. The documents will be used to perform a Pre-Award audit and the selected Offeror will be provided with a list of the financial documents required.

## **SECTION III. SOQ CONTENT**

### **A. SOQ FORMAT AND CONTENT**

#### **1. Format**

SOQs should be typed and submitted on 8.5-inch x 11-inch paper with a single method of fastening. Charts and schedules may be included in 11" x 17" format, which will be counted as 2 pages and included in the total page count. SOQs may use both side of a page, but each side will be counted as a page. Offers should not include any unnecessarily elaborate or promotional material. SOQs should not exceed forty (40) pages in length. The page limit does not include the outside cover, section dividers, cover letters, and subconsultant commitment memorandum, contract comments, or duplication of the organizational chart. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. SOQs should include a complete table of contents for the entire SOQ with respective page numbers opposite each topic that is included.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Greg Moore, Procurement and Assets Manager, Riverside County Transportation Commission and must, at a minimum, contain the following:

1. Identification of Offeror that will have the authorization to commit to the contractual terms and conditions. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the SOQ evaluation phase.
2. Identification of proposed subconsultants, including legal company name, contact person's name, address, and phone number. Working relationship between Offeror and subconsultants, if applicable.
3. Acknowledgment of receipt of all RFQ addenda, if any.
4. A statement to the effect that the SOQ shall remain valid for a period of not less than 180 days from the date of submittal.
5. Signature of a person authorized to bind Offeror to the terms of the SOQ.
6. A statement to the effect that by signing the letter of transmittal, Offeror is attesting that all information submitted with the SOQ is true and correct.

### **3. Technical Proposal**

#### **a. Qualifications, Related Experience and References of Offeror**

This section of the SOQ should establish the ability of Offeror to satisfactorily perform the required work by evidence of: experience in performing work of a similar nature; demonstrated competence in the services identified in Exhibit A; experience with railroad infrastructure projects; familiarity with Southern California Regional Rail Authority (SCRRA) and Burlington Northern Santa Fe railway (BNSF) design criteria, and construction support processes; familiarity with implementation of projects utilizing State and Federal funds; familiarity with implementation of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental requirements; familiarity with the application process for grade crossing modifications through the California Public Utilities Commission (CPUC); strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with: RCTC or other public agencies similar in nature or responsibilities, SCRRA, CPUC, BNSF, Union Pacific Railroad (UP), the city of Riverside or other cities in the Inland Empire; and the use of Federal or State Funds.
- (4) Identify subconsultants by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subconsultant.
- (5) At a minimum three (3) references shall be provided for each firm (prime and subconsultant). Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Identify Offeror's key personnel who worked on the reference projects.

#### **b. Proposed Staffing and Project Organization**

This section of the SOQ should identify key personnel and establish their abilities to perform the required work by evidence of experience in performing work of a similar nature and demonstrated competence in the services identified in Exhibit A.

Offeror shall:

- (1) Provide education, experience, and applicable professional credentials of project staff. Include copies of applicable professional credentials.
- (2) Furnish resumes for the proposed Project Manager, other key personnel, and for the individual assigned to manage the development of the project specifications.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subconsultant work. Include the person's name, current assignment and its duration, proposed position for this project, and how long this person has been with the firm.
- (4) Provide education, experience, and applicable professional credentials of proposed subconsultants.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff. Provide a second organization chart showing the proposed communication/reporting relationship between project staff and RCTC staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Commission.
- (7) Provide at a minimum three (3) references for key personnel.

c. Project Understanding and Approach

Offeror shall provide a narrative and staffing plan, which addresses the project scope, environmental document preparation and permitting, preliminary and final engineering design, construction support scope of work, and shows the Offeror's understanding of the Commission's needs and requirements.

Offeror shall:

- (1) Describe the project scope to be managed by this contract.
- (2) Describe the approach and work plan for completing the tasks and specify who would perform them.

- (3) Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs.
- (4) Furnish an estimate time of completion for completing the representative tasks in terms of elapsed weeks from the project commencement date. Provide a proposed summary schedule for completion of the work showing work sequence and Milestones.
- (5) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (6) Provide a proposed staffing plan for the all elements of the work that corresponds with the project schedule provided.
- (7) Identify any special issues or problems that are likely to be encountered with the services identified herein and how the Offeror would propose to address them.

#### **4. Insurance**

The Offeror shall submit evidence of ability to provide insurance in the amounts and with coverages as required in the attached Agreement.

## SECTION IV. EVALUATION AND AWARD

### A. EVALUATION CRITERIA

The Commission will evaluate the offers received based on the following criteria:

**1. Corporate Qualifications of the Offeror and Team 10**

Experience in performing the various work elements on Railroad Infrastructure projects of similar scope and size; experience working with public and private agencies, including, SCRRA, BNSF, UP, and the city of Riverside or other cities in the Inland Empire; strength, stability, depth of resources, experience and technical competence of subcontractors; assessment by client references.

**2. Qualifications of Key Team Personnel 30**

Qualifications of project staff, particularly key personnel including Project Manager, Environmental Consultant, Quality Assurance Manager, Rail and Signals Engineer, Project Scheduler, and Senior Design Engineer.

SOQ should identify key personnel's level of involvement in performing related work cited in the teams "Corporate Qualifications of the Offeror and Team" section; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; references from past projects.

**3. Project Work Plan and Approach 40**

Overall quality and logic of organization and staffing plan; appropriateness of labor distribution among the tasks; resources and ability to meet project deadlines; depth of Offeror's understanding of Commission's requirements; overall quality and logic of project approach plan; technical and proactive approaches to key services; utility of suggested technical or procedural innovations.

**4. Environmental, Utilities, Rail and Rail Systems (BNSF, UP, Metrolink) Design Services Organization and Approach 20**

Depth of Offeror's understanding of Commission's requirements; appropriateness of labor distribution with the consultants firm; resources and ability to meet project deadlines; utility of suggested technical or procedural innovations.

## **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all SOQs received. The Evaluation Committee will be comprised of Commission staff and may include personnel from partner agencies and other consultants to the Commission. The Evaluation Committee members will read the SOQs separately then convene to receive input on reference checks, and to discuss and score the written SOQs. The Commission will invite the shortlisted firms to an interview and provide additional direction as to its conduct and content.

Following the interviews, the Evaluation Committee will further discuss and score the presentations and responses to questions using the same set of scoring criteria as used for the SOQs. The SOQ scoring will be combined with the scoring of the interviews. The SOQ score will count for 50% of the overall combined score and the interview 50%. The final combined scores will determine a final ranking of the firms. Negotiations will be initiated with the highest ranked Offeror. Should the Commission be unable to negotiate a satisfactory contract with the highest ranked Offeror it retains the right to terminate negotiations and open negotiations with the next highest ranked Offeror.

## **C. AWARD**

The Evaluation Committee will submit, with the approval of the appropriate Committee of the Commission Board (Board Committee), as may be applicable, its recommendation for the Offer(s) considered to be the most competitive to the Commission's Board for consideration and selection. The Evaluation Committee may also negotiate contract terms with its top ranked Offeror(s) prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to recommend award of a contract(s) to the Offeror(s) offering the most favorable terms to the Commission.

The Commission reserves the right to award its total requirements to any of the Offeror(s), and to one Offeror or multiple Offerors as the Commission may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the SOQ submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror. The contents of the SOQ of the successful Offeror will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

Award of the contract by the Commission shall not be considered final until any and all protests have been resolved to the satisfaction of the Commission.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit an SOQ in response to this RFQ shall be notified in writing regarding the Offeror who was awarded the contract. Such notification shall be made within ten (10) days of the date the contract is awarded. Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their SOQ. Unsuccessful Offerors who wish to be debriefed must request the debriefing in writing and the Commission must receive it within three (3) days of notification of the contract award.

Award of the contract by the Commission shall not be considered final until any and all protests have been resolved.

**EXHIBIT "A"**  
**SCOPE OF WORK**

## TABLE OF CONTENTS

<b><u>SECTION</u></b>		<b><u>PAGE</u></b>
1	INTRODUCTION AND OVERVIEW OF WORK .....	1
1.1	CONTEXT .....	1
1.1.1	ORGANIZATION .....	9
1.2	OBJECTIVES OF ENVIRONMENTAL AND ENGINEERING SERVICES .....	9
1.2.1	EXISTING CONDITIONS.....	10
1.3	CONSULTANT’S WORK ORGANIZATION AND PERFORMANCE .....	12
2	MANAGEMENT AND ADMINISTRATION.....	13
2.1	TASK 2A: PROJECT MANAGEMENT .....	13
2.2	TASK 2B: PROJECT ADMINISTRATION.....	14
2.3	TASK 2C: PROJECT CONTROL.....	15
2.4	TASK 2D: TRAINING AND SAFETY.....	16
3	GENERAL TASKS, COORDINATION, AND PLANNING ELEMENTS.....	17
3.1	TASK 3A: AGENCY, UTILITY, FREIGHT RAILROADS, AND JURISDICTION INTERFACE REQUIREMENTS .....	17
3.2	TASK 3B: ENVIRONMENTAL PERMITTING / PERMITTING.....	18
3.3	TASK 3C: ENVIRONMENTAL ASSESSMENT / ENVIRONMENTAL CLEARANCE .....	19
3.4	TASK 3D: SURVEYING AND MAPPING.....	20
3.5	TASK 3E: RIGHT-OF-WAY DEFINITION AND CERTIFICATION .....	21
3.6	TASK 3F: BASELINE ANALYSIS, DATA COLLECTION, DATA REVIEW, AND EXISTING UTILITY LOCATIONS .....	21
3.7	TASK 3I: CIVIL/STRUCTURAL DESIGN CRITERIA, CONSTRUCTION METHODS, AND TRACK AND SYSTEMS DESIGN CRITERIA .....	22
3.8	TASK 3M: DESIGN SUBMITTALS AND REVIEWS .....	23
4	PRELIMINARY / FINAL ENGINEERING AND VALUE ENGINEERING.....	27
4.1	TASK 4A: LAYOVER FACILITY LAYOUT AND TRACK ALIGNMENT.....	27
4.2	TASK 4B: LAYOVER FACILITY REQUIREMENTS.....	27

4.3	TASK 4C: PRELIMINARY AND FINAL UTILITY PLANS.....	28
4.4	TASK 4D: STRUCTURAL STUDIES – RIVERSIDE GAGE CANAL (If Required by BNSF for their design of the 4th Main) .....	29
4.5	TASK 4E: PRELIMINARY AND FINAL GEOTECHNICAL AND HAZARDOUS MATERIALS INVESTIGATIONS AND LABORATORY ANALYSIS.....	30
4.6	TASK 4F: PRELIMINARY AND FINAL CIVIL/STRUCTURAL DESIGN DRAWINGS AND CALCULATIONS.....	32
4.7	TASK 4G: Traffic and Grade Crossings .....	33
4.8	TASK 4H: PRELIMINARY AND FINAL SYSTEMS DESIGN DRAWINGS AND CALCULATIONS .....	33
4.9	TASK 4I VALUE ENGINEERING .....	34
4.10	TASK 4J: COST ESTIMATES .....	35
4.11	TASK 4K: SPECIFICATIONS.....	36
4.12	TASK 4L: PRELIMINARY & FINAL ENGINEERING REPORT.....	36
4.13	TASK 4M: Construction Planning and Constructibility Review.....	38
5	BID /AWARD AND DESIGN SERVICES DURING CONSTRUCTION.....	40
5.1	Task 5A: Bid Award Support .....	40
5.2	TASK 5A.1: Bid Support.....	40
5.3	Task 5A.2: Addenda and clarifications .....	40
5.4	Task 5A.3: Conformed Documents.....	41
5.5	Task 5B: Design Services During Construction.....	42
5.6	Task 5B.1: Requests for information.....	42
5.7	Task 5B.2: Change Order Review and Design Revisions.....	42
5.8	Task 5B.3: Contractor Submittals and Shop Drawings.....	42
5.9	Task 5B.4: Non-Conformance Reports .....	42
5.10	Task 5B.5: Systems Inspection, Testing and Start-up.....	43
5.11	Task 5B.6: CLAIMS REVIEW AND RESPONSE .....	43
5.12	Task 5B.7: AS-BUILT DRAWING development .....	44
5.13	Task 5B.8: PROJECT CLOSE OUT.....	44

## LIST OF EXHIBITS

	<b><u>PAGE</u></b>
Exhibit 1	Conceptual Plan for the Riverside Downtown Metrolink Layover Facility ..... 3
Exhibit 2	Conceptual Plan for city of Riverside 3 <sup>rd</sup> Street Grade Separation Project..... 7
Exhibit 3	Proposed Layover Facility Location Map ..... 11

## ACRONYMS AND ABBREVIATIONS

BNSF	Burlington Northern Santa Fe Railroad
CADD	Computer-aided design
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act
CPUC	California Public Utilities Commission
CTC	Centralized Traffic Control
ES&H	Environmental Safety and Health
FE	Final Engineering
FRA	Federal Railway Administration
FTA	Federal Transit Administration
NEPA	National Environmental Policy Act
NPDES	National Pollution Discharge Elimination System
OSHA	Occupational Safety Health Administration
PE	Preliminary Engineering
PM	Project Manager
PVL	Perris Valley Line
QAP	Quality Assurance Plan
QA/QC	Quality Assurance/Quality Control
QC	Quality Control
RFQ	Request for Qualifications
ROW	Right of Way
SCRRA	Southern California Regional Rail Authority
SJBL	San Jacinto Branch Line
UPRR	Union Pacific Railroad
VE	Value Engineering
WBS	Work Breakdown Structure

# 1 INTRODUCTION AND OVERVIEW OF WORK

## 1.1 CONTEXT

The COMMISSION is seeking proposals from qualified engineering professionals to provide Environmental Document Preparation and Permitting, Preliminary Engineering, Final Engineering Design, and Construction Support Services for construction of the Riverside Downtown Metrolink Layover Facility located in the city of Riverside, CA. Services are anticipated to include environmental field studies, analysis, and reports, environmental document preparation, environmental permitting; preliminary engineering, final engineering design, meetings with project stakeholders including RCTC, SCRRA, BNSF, city of Riverside, and UPRR, track design, track signalization and communications and other rail road systems, coordination with the Perris Valley Line project design team, utility location, relocation, and design; fencing location and design; lighting design; meetings with CPUC and preparation of the CPUC application/s for grade crossing modification/s, grade crossing design; layover facility design; coordination with adjacent projects including city of Riverside grade separation project at 3rd street, RCTC station improvements, SCRRA station improvements, and any other planned projects adjacent to the project; development of Operations and Maintenance (O&M) Manual for the project in compliance with Metrolink O&M Requirements; engineering support during construction including review and response to Request for Information (RFI), submittals, shop drawings, review of engineering significant non-conformances, engineering calculations and drawings necessary to support change orders, input on claims review, attendance of regular and necessary project meetings, production of final As-Built drawings to SCRRA and City standards, filing of record survey, final right-of-way or roadway survey monumentation; and other assorted duties as appropriate for the planning and design of a Metrolink Layover Facility.

It is anticipated that the project design will be funded by Measure A local funds but there is a potential that Federal Funds will be used to supplement these funds. The construction phase of the project will potentially include both Local Measure A and Federal Funding.

The COMMISSION intends to select one consultant to perform all the services detailed in this scope of work, but the COMMISSION retains its right to re-procure and select a new CONSULTANT to perform the Final Engineering Design and Construction Support Services.

The project consists of two proposed layover facilities with an estimated construction cost of \$6 million:

**Northern facility:** Is located at the north end of the existing Riverside Downtown Metrolink Station, east side of the station, and will augment an existing storage track that connects to the northern most station track. The proposed facility consists of two (2) storage tracks which will be able to store two (2) – six (6) car trains. The facility will be located within the existing station right of way and will require the removal or relocation/reuse of the existing storage track.

**Commerce Street facility:** Is located on undeveloped property currently owned by the COMMISSION parallel to Commerce Street between Mission Inn Avenue and 3rd Street. The new tracks will connect to the existing layover tracks located between 9th street and Mission Inn Avenue. The existing layover tracks are active and the project design will need to ensure that they remain operational during construction.

A conceptual plan for the proposed layover facility has been developed by SCRRA and is included in this RFQ, see Exhibit 1. This drawing provides the general layout for the project, which will be further developed and finalized by the CONSULTANT. Exhibit 1 provides the conceptual layout of the layover facility but also shows some items that are not included as part of this RFQ which are detailed below:

- Exhibit 1 - Sheet 2 of 3 details the proposed future BNSF Main Line 4 track, which is located at approximately track station 38+80 and connects to the eastern layover track. The future BNSF 4th Main will not be designed as part of this project. It is anticipated that BSNF will design this track section and the selected consultant will need to coordinate the design of the layover facility and connection to the future BNSF 4th main track with BNSF.
- Exhibit 1 - Sheet 3 of 3 shows a tail track exiting the eastern layover facility and connecting to the future BNSF 4th main. The design of this tail track is not include as part of this project, but the layover facility should be designed to allow for the future extension of a tail track and connection to the future BNSF 4th Main.

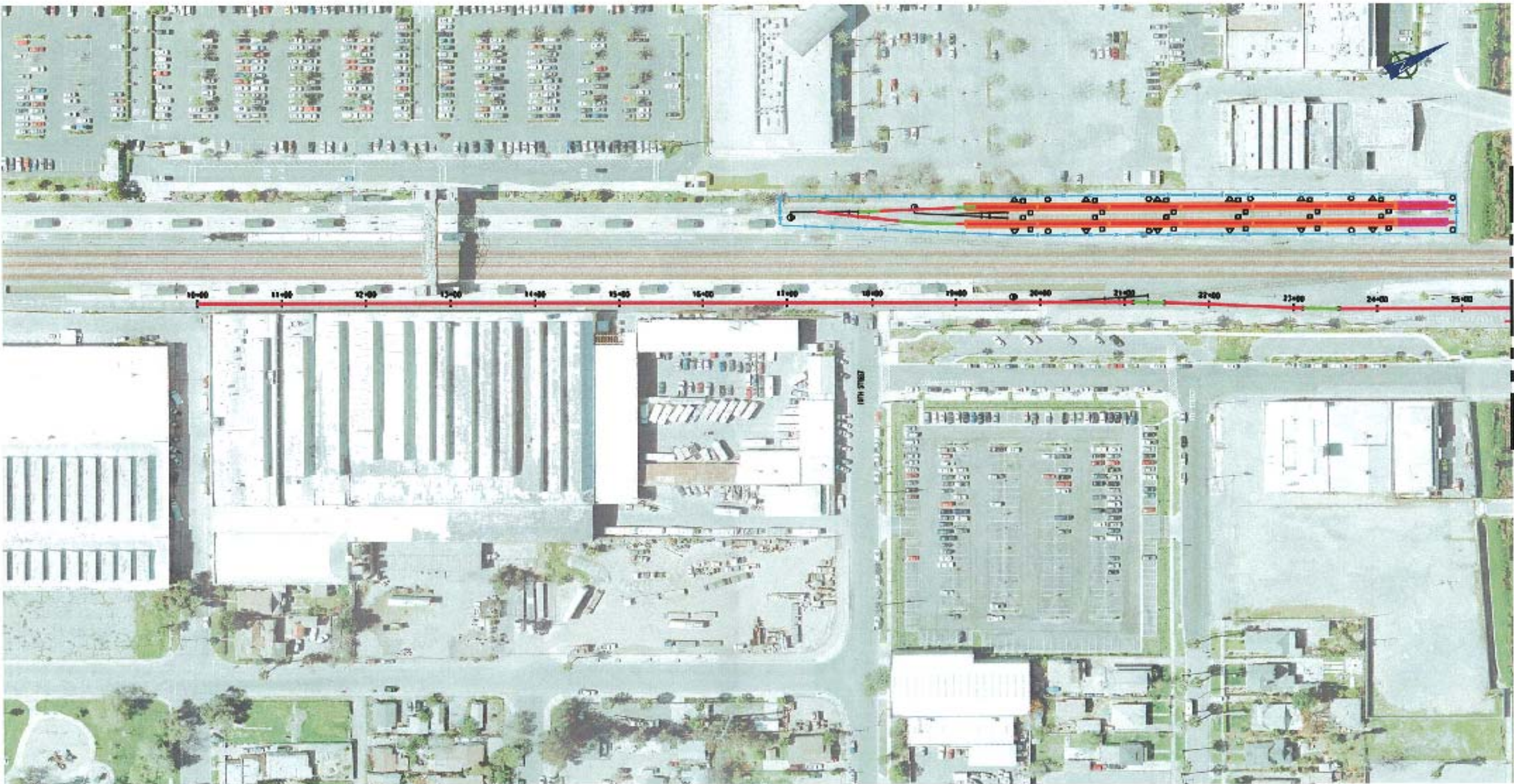
The city of Riverside is currently working on a grade separation project at 3rd street. The city anticipates a shoe fly will need to be constructed for the BNSF mainline tracks during the grade separation construction. The proposed layout of the shoe fly is included as part of this RFQ, Exhibit 2. The selected consultant will need to coordinate with the city of Riverside for the design and construction staging of the layover facility with the grade separation project. It is anticipated that the layover facility will be constructed within the time period that the grade separation project will be under construction.

The project delivery has been phased due to funding availability, SCRRA equipment delivery schedules, and impacts from adjacent projects; specifically the city of Riverside 3rd Street grade separation project.

The following two (2) phases have been developed and the CONSULTANT should base their scope of work, cost estimate, and schedule to address this phasing of the work.

Exhibit 1  
Conceptual Plan for the Riverside Downtown Metrolink Layover Facility

PROJECT NO. 100-1000  
 SHEET NO. 100-1000-01  
 CONTRACT NO. 100-1000-01  
 DATE: 02/05/09  
 DRAWN BY: J. H. [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 DATE: 02/05/09



MATCH LINE SEE SHT - 2

REV	DATE	DESCRIPTION	BY	APP

DESIGNED BY  
 DRAWN BY  
 CHECKED BY  
 APPROVED BY  
 DATE: FEBRUARY 5, 2009

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 SCRRRA  
 HNTB  
 HNTB  
 225 FORD & COWLEY RD  
 SACRAMENTO, CA 95834

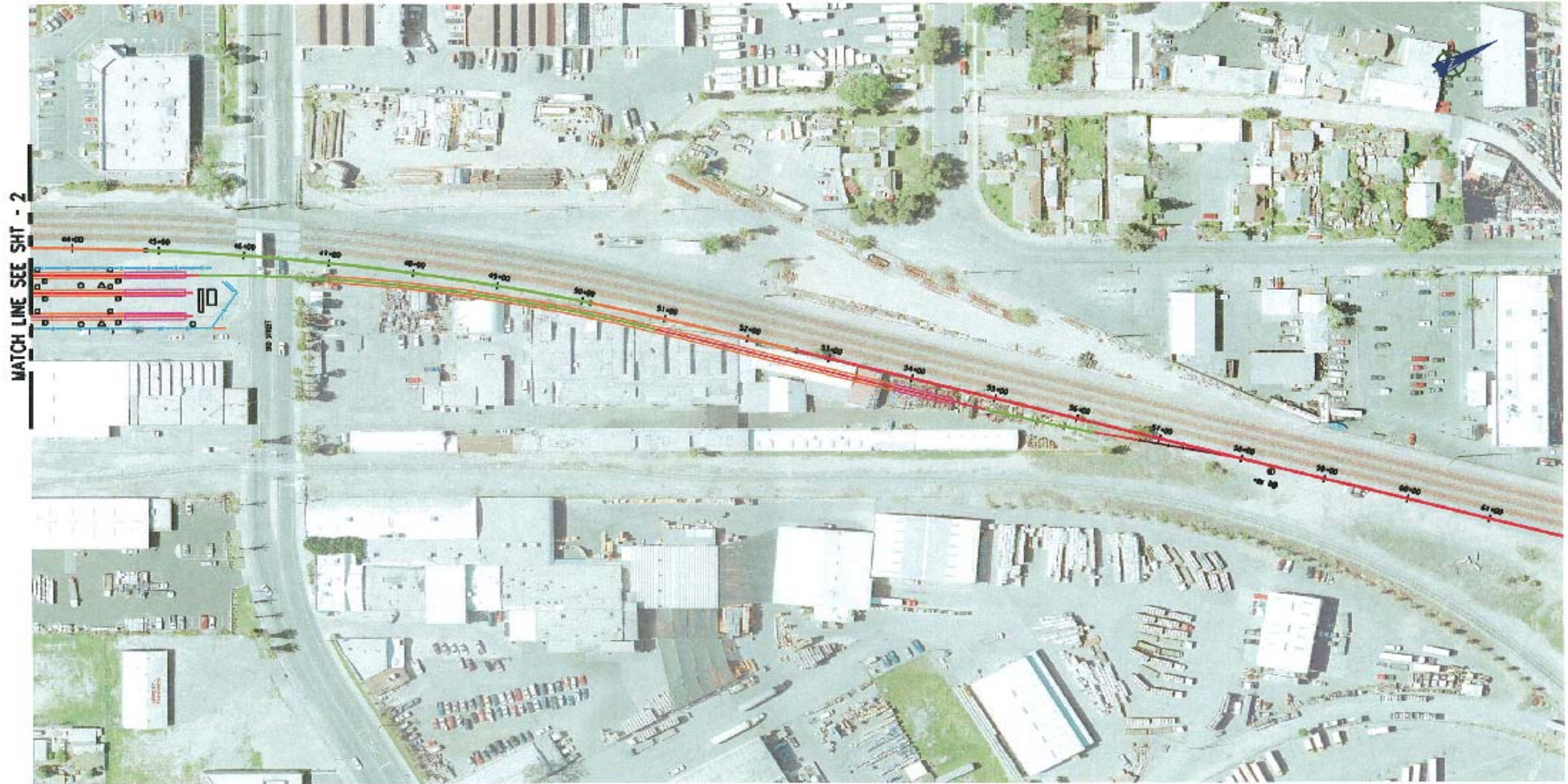
**RIVERSIDE LAYOVER FACILITY**  
**SHEET 1 OF 3**

CONTRACT NO.	
DRAWING NO.	
REVISION	SHEET NO. 1
SCALE 1"=60'	

Exhibit A – Scope of Work



Riverside  
 J:\PROJECTS\STV\PL\Drawings\3rd\3d\_schematic\submittal\match\_03.dwg  
 1/14/09  
 15:00:00



REV	DATE	DESCRIPTION	APP

DESIGNED BY  
 DRAWN BY  
 CHECKED BY  
 APPROVED BY  
 DATE FEBRUARY 6, 2008


**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
 SCRRRA  

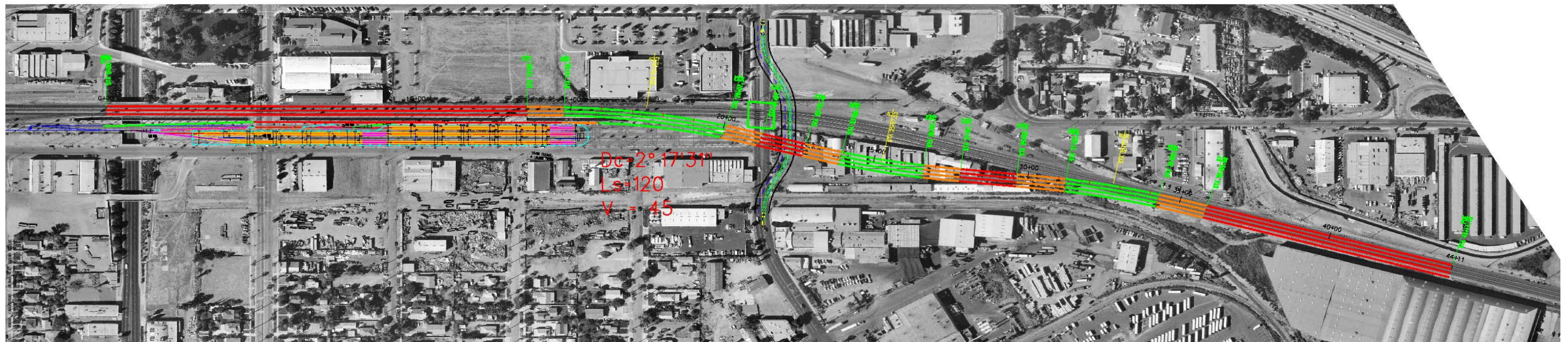
**PITTMAN & ASSOCIATES, INC.**  
 225 JUNE & CANTREY RD  
 SUITE 200  
 SAN JOSE, CA 95128

**RIVERSIDE LAYOVER FACILITY**  
**SHEET 3 OF 3**

CONTRACT NO.	
DRAWING NO.	
REVISION	SHEET NO. 3
SCALE 1"=60'	

Exhibit A – Scope of Work

Exhibit 2  
Conceptual Plan for city of Riverside 3<sup>rd</sup> Street Grade Separation Project



## **Phase 1 – Northern Layover Facility:**

Prioritize the environmental clearance, permitting, preliminary and final engineering design for the northern facility. This proposed layover facility has no impact to the Mission Inn Avenue and 3<sup>rd</sup> Street Grade Crossings and it will not be affected by adjacent projects. It should not require a CPUC application, as will be needed for the Commerce Street layover facility. This facility will be designed and constructed earlier than the Commerce Street layover facility, thereby accommodating the new SCRRA train equipment. This facility shall be fast tracked as much as possible to allow it to enter construction at the earliest possible date. The Consultant should attempt to reuse or expand upon the existing layover tracks as much as possible to minimize the design and construction costs.

## **Phase 2 – Truncated Commerce Street Layover Facility:**

This phase will accommodate the city of Riverside 3<sup>rd</sup> Street grade separation project which is anticipated to occur during or after the proposed start of construction of this project and would follow Phase 1. The 3<sup>rd</sup> Street grade separation project will include the placement of a shoe fly to route the BSNF mainline tracks around the 3<sup>rd</sup> Street crossing, a conceptual layout is shown in Exhibit 2. This shoe fly will encroach onto THE COMMISSION's property and would impact the last 550 feet of the layover facility. Therefore, this phase will anticipate the shoe fly and will shorten the layover facility. The project will environmentally clear and design for the full length of the facility to 3<sup>rd</sup> Street, but the construction plans will be developed with the facility terminating 550 feet prior to 3<sup>rd</sup> Street. A separate set of plans will also be developed to construct the remaining 550 feet of layover tracks upon removal of the shoe fly. This phase will require the grade crossing modifications at Mission Inn Avenue along with CPUC coordination and development of the necessary applications. Coordination with the CPUC shall commence as early as possible and if possible concurrently with Phase 1.

### 1.1.1 ORGANIZATION

The project team is led by a COMMISSION Project Manager (PM) and a number of consultants are currently retained in support of the project. Among them are:

- Bechtel – project management support and
- Right of Way Support Consultant (as needed).

The CONSULTANT will coordinate with and receive input, as directed, from firms retained by the COMMISSION in the execution of the work.

### 1.2 OBJECTIVES OF ENVIRONMENTAL AND ENGINEERING SERVICES

The objectives of the services are to perform environmental investigation and clearance of the site and obtain necessary permitting, (It is anticipated that a Categorical Exclusion/Categorical Exemption can be obtained for the project. There is a potential

that Federal Funding will not be used on this project and if no Federal environmental permits are required then the NEPA process will not be necessary. The CONSULTANT should provide an option to perform the necessary work to develop the required NEPA documents;) develop the conceptual and final design of the layover facility; modify affected at-grade crossings as necessary to allow for the extension of the station storage tracks to the layover facility including coordination with the CPUC; coordination with the PVL project; coordination with the city of Riverside grade separation projects; coordination with BNSF for the connection of the layover tracks to the future BNSF 4<sup>th</sup> main track; and engineering support during construction. It is unknown if hazardous materials or contamination exist at the site, therefore as part of these services the site will need to be investigated for their presence. If these materials are discovered the Commission may issue an addendum to the Consultant, or procure a separate consultant, to further delineate the materials and develop a remediation plan that will be used to procure an environmental remediation contractor.

### 1.2.1 EXISTING CONDITIONS

**Northern Layover facility:** Is located north of the existing Riverside Downtown Metrolink Station and will replace an existing storage track that connects to the northern most station track, as shown in Exhibit 1 Sheet 1 of 3 and on Exhibit 3.

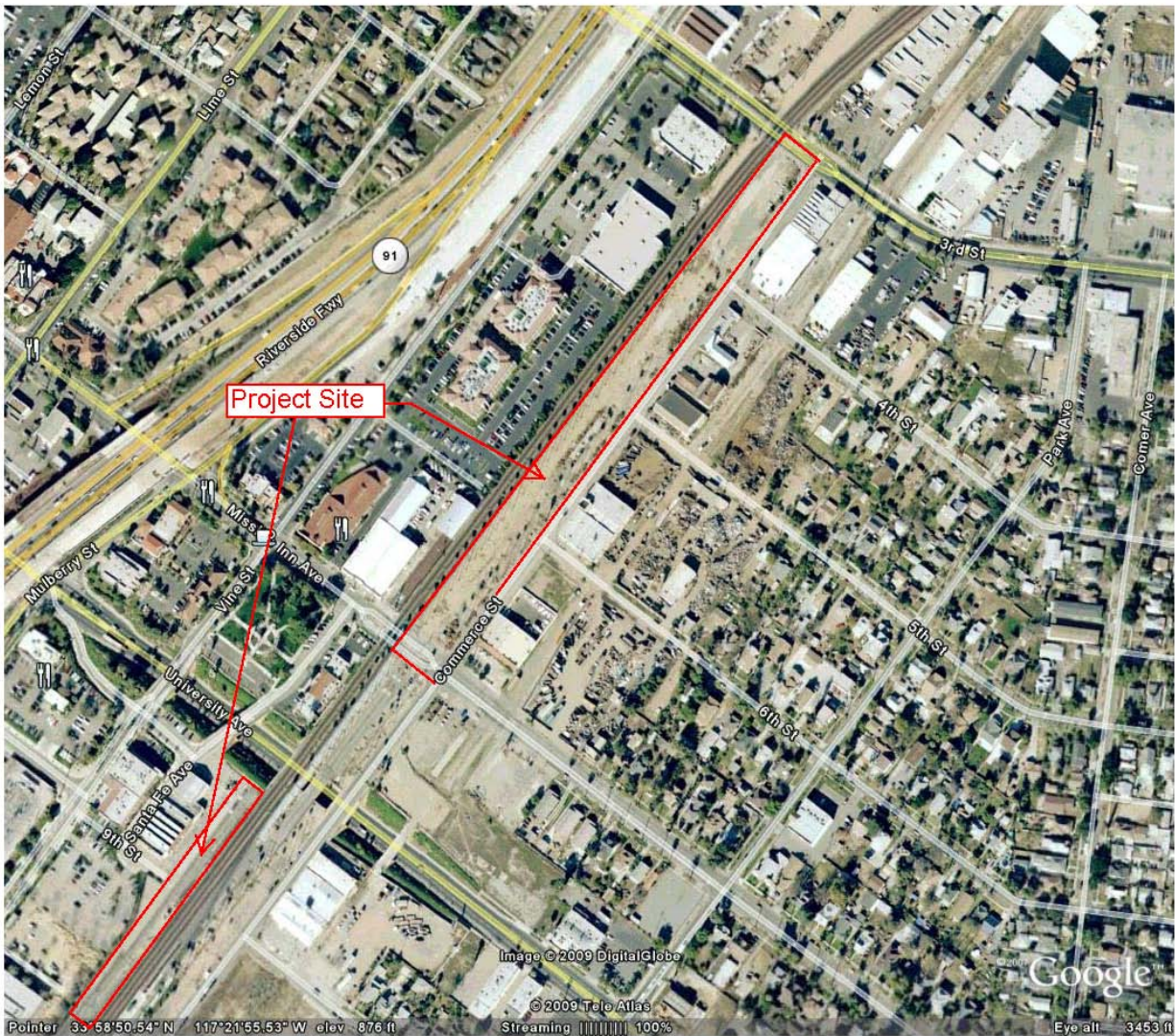
This facility will convert a single track storage facility to a double track layover facility with all the SCRRA required utilities. The existing and proposed facility is located on the COMMISSION owned property. There is an existing turn out that will need to be inspected to determine if it can be reused as part of the proposed facility. The existing storage tracks also will need to be inspected to determine if they can be reused as part of the proposed facility.

There appears to be a monitoring well located west of the existing storage track, along the alignment of 9th street. This will need to be investigated as part of the project.

**Commerce Street facility:** Is located on undeveloped unpaved property currently owned by the COMMISSION. The property is shown in Exhibit 1- Sheet 2 and 3 of 3 and also Exhibit 3. The site is adjacent to Commerce Street between Mission Inn Avenue and 3rd Street. The new tracks will connect to the existing layover (storage) tracks located between 9th street and Mission Inn Avenue. The existing layover tracks are active and the project design will need to ensure that they remain operational during construction.

The at-grade crossing at Mission Inn Avenue will need to be modified to accommodate the two (2) new layover tracks. This will require relocation or placement of new signals and gates, modifications to the BNSF signals, and City street modifications.

Exhibit 3  
Proposed Layover Facility



There is an existing concrete loading platform located on the property and an old overhead electrical line, which appears to be de-energized, this will need to be confirmed during the design and removed as part of the project construction.

On the west side of the site is the Riverside Gage Canal, which is a concrete irrigation canal that was recently modified to completely cover the canal within the project limits. The proposed switch to the BNSF 4th Main line will need to cross over the canal which will require modifications to the canal, this may be part of this project or included as part of BNSF's work on the 4th Main. This will be dependent upon the discussions with BNSF.

Along the west side of the project are a number of palm trees, these will need to be protected in place and should not be removed during construction, unless directed to do by the city of Riverside.

Along the east side of the site is Commerce Street, which has numerous potholes and is rutted and has limited curb and gutter. It should be anticipated that the city of Riverside will require this street to be repaired and brought up to current standards.

The project site has not been secured with fencing, therefore the public has been able to enter the site and dump on the exposed soils. In the past BNSF has used the site for materials staging and storage, i.e. ballast, wood ties etc.

### 1.3 CONSULTANT'S WORK ORGANIZATION AND PERFORMANCE

The CONSULTANT shall establish an organization dedicated to the performance of the work, led by a PM who shall be the principal point of contact with the COMMISSION and who shall be responsible for all elements of the work.

#### **COMMISSION FURNISHED INFORMATION**

Schematic and planning level information pertaining to the railway is included in this RFQ and is to be used as a guide in responding to this RFQ. Further information is to be provided to the CONSULTANT prior to initiating design.

At the initiation of design, the COMMISSION shall furnish the following documents:

- SCRRRA Engineering Standards, Track Charts, Design Procedures Manual, Design Criteria, Computer-aided Design (CADD) Manual, CADD User's Guide, Quality Assurance/Quality Control (QA/QC) Manual, and Standard Specifications;
- As-Builts Drawings for the Riverside Downtown Metrolink Station;
- Copy of the Contract Change Order for the Construction of the Southside Station Storage Tracks;
- Copy of the Downtown Riverside East Side Parking Lot construction As-Builts; and
- COMMISSIONS electronic document control procedures and requirements.

## **2 MANAGEMENT AND ADMINISTRATION**

Management and administration activities shall be provided by the CONSULTANT consistent with the technical scope of services and with the requirements of the COMMISSION.

Management includes overview and coordination of the work to assure quality assurance and a quality product delivered within schedule and budget. Elements include coordination, reporting, quality control (QC), safety, and cost/schedule monitoring and control.

### **2.1 TASK 2A: PROJECT MANAGEMENT**

CONSULTANT'S PM shall be the single point of contact with the COMMISSION and will be responsible for the quality of the design, and the delivery of the project milestones within schedule and budget. The CONSULTANT shall provide or perform the following:

- Project Management and Execution Plan providing a detailed plan for management, a staffing plan, and a schedule for milestone completion and hour breakdown by task. Work items and deliverables shall be identified in accordance with the Work Breakdown Structure (WBS), a list of deliverables shall be provided, and all tasks shall be work hour or dollar value loaded to show the effort to perform the work. The schedule included in the Project Management and Execution Plan will identify the critical path and will define the subtasks of Project Management, Baseline Analysis, Agency Coordination, Permitting, Environmental Analysis and document development, Planning, PE, Final Engineering, and Value Engineering (VE) (if necessary).
- Prior to the award of the contract, the CONSULTANT shall submit a Quality Assurance Program in accordance with the General Conditions of the contract proforma. The Quality Assurance Program shall include a Quality Assurance Program Manual and a Project Quality Assurance Plan (QAP). The QAP shall address all activities relevant to the scope of services and shall ensure that the plans, design, specifications, estimates, calculations, report, and other documents are complete and satisfactory to support DBB tendering and are checked, accurate and proofread to meet professional engineering practice. The QAP shall demonstrate how the work performed will conform to the subcontract requirements, shall address interfaces with the COMMISSION and other organizational entities, and shall include an organizational chart showing the organization responsible for managing, performing, and verifying the work. The plan shall be updated as necessary throughout the subcontract period.
- Attend and prepare agenda for bi-weekly scheduled trend meetings for project reporting and coordination.

- Attend and prepare minutes for meetings with Project Stakeholders including RCTC, SCRRA, city of Riverside, BNSF, CPUC, and UPRR.
- Develop an Environmental Safety and Health (ES&H) Plan consistent with the COMMISSION requirements.

### **Deliverables**

- Project Management and Execution Plan
- Quality Assurance Program
- Management meeting agenda, attendance and minutes
- ES&H Plan for the execution of the project

## **2.2 TASK 2B: PROJECT ADMINISTRATION**

CONSULTANT shall provide the management and staff needed to plan, organize, direct, supervise, control, and coordinate the administrative aspects of the project, including contract and subcontract administration, accounting, personnel administration, reporting, and document and drawing control administration.

- Contract Administration includes issuance of new or amended work orders, obtaining of periodic reports on costs expended, receipt and certification of invoices, payment of invoices, compliance with all contract terms and conditions, receipt and routing of contract deliverables, and contract close-out. CONSULTANT shall establish and implement an administrative and financial audit and reporting process to assure compliance with contract terms.
- Accounting/Invoicing includes establishing and maintaining a system of cost accounts to assure compliance with the Project's WBS and to provide detailed billing of hours worked and references to the monthly progress report for tasks accomplished. The CONSULTANT shall submit a monthly accrual report that identifies costs for work performed but not yet invoiced. CONSULTANT shall utilize the COMMISSION format for reporting and invoicing. The invoice format includes a summary sheet, tasks sheets, and an Earned Value Report.
- Maintain control of documents in accordance with the COMMISSION Document Control requirements including implementation of the COMMISSION's new electronic Document Control Procedures.

### **Deliverables**

- Work Orders
- Reports
- Contract and Subcontract Administration
- Cost Accounting
- Invoicing in accordance with the COMMISSION format

- Document Control

### 2.3 TASK 2C: PROJECT CONTROL

The CONSULTANT shall establish and operate necessary systems to provide project control services with respect to design cost and schedule, utilizing Primavera Project Planner or Microsoft Project. Elements of Project Control include:

- WBS for task and subtasks.
- Budget for each deliverable, adhering to the COMMISSION procedures for cost trending.
- Monthly Progress report updating key milestone delivery schedules and depicting percent complete by task. Components shall be a narrative report of work accomplished, critical path analysis, identification of issues and description of measures to recover schedule, status of major changes, critical path methods schedule, percent complete and total float for each activity, work plan for next two months and updated planned and actual progress. The report shall depict names and positions of assigned personnel and a forecast of future personnel requirements. Additionally, the dollar amount previously billed and the dollar amount currently claimed during the reported month shall be listed.
- Earned Value Analysis and Reporting is to be submitted as part of the Monthly Progress Report.
- Design Schedule submitted with the Monthly Progress Report complying with all contractually required deliverables, maintained and updated monthly with progress and forecast completion dates.
- Design Costs/Project Completion Forecasts.

The CONSULTANT shall submit a project Master Schedule based on an approximate 10% level of design. This schedule shall serve as an update of the schedule previously developed by the COMMISSION.

The CONSULTANT shall update the 10% schedule based on the preliminary design level of design at approximately 30% design completion and subsequently at the 60%, 90%, and 100%. This Master Schedule shall serve as the schedule baseline and will serve as the basis for trending progress.

Schedules shall be developed at two levels of detail:

- Level I: Milestone schedule for purposes of reporting to senior management and the public; and

- Level II: Detailed schedule that establishes the requirements identified in the WBS and serves to establish the critical path of the work and serves as a tool to identify critical actions necessary to maintain the schedule.

Additionally, the CONSULTANT shall develop a preliminary and final construction staging plan and a construction phasing plan meeting construction schedule milestones that address the maintenance of street and rail traffic during construction.

### **Deliverables**

- WBS
- Budget
- Monthly Progress Report
- Design Schedule
- Master Schedule
- Level I and Level II schedules at 10%, 30%, 60%, 90%, and 100%
- Preliminary and final construction milestone schedule with construction staging plan
- Design Costs/Reporting

### **2.4 TASK 2D: TRAINING AND SAFETY**

Training of CONSULTANT'S on-site personnel shall be in accordance with the COMMISSION and SCRRA, BNSF and Union Pacific Rail Road (UPRR) training and safety requirements and shall include, as appropriate:

- Complete BNSF/UPRR Road way worker protection;
- Attend 2 hour SCRRA/BNSF/UPRR safety training classes;
- Adherence to SCRRA/BNSF/UPRR Safety Regulations;
- Adherence to Federal Railroad Administration Safety Regulations;
- Adhere to Occupational Safety Health Administration (OSHA) requirements;
- Notification and Encroachment permits to enter ROW; and
- Flagman required for activities within 25 feet of track.

### **Deliverables**

- Training session attendance/certification

### **3 GENERAL TASKS, COORDINATION, AND PLANNING ELEMENTS**

General tasks include agency coordination, permitting, environmental, field surveys, ROW requirements, design criteria, and other elements that either establish the basis for PE or serve broader areas of project development for the Final Design.

#### **3.1 TASK 3A: AGENCY, UTILITY, FREIGHT RAILROADS, AND JURISDICTION INTERFACE REQUIREMENTS**

Project implementation and design development coordination will be required with all involved agencies and jurisdictions. Under the lead of the COMMISSION, the CONSULTANT shall support the coordination with external agencies, jurisdictions, and utilities during preliminary and final design development and shall maintain coordination documents as part of the reference data utilized during the conceptual, preliminary, and final design.

Support will require engineering drawings, sketches, technical memoranda, visual presentation materials, and attendance at presentations and coordination meetings. Assistance may be required in making presentations. Additionally, technical support may be required for developing and implementing agreements with agencies and jurisdictions. Coordination with existing freight railroads will include planning for freight operations during the construction phase.

The CONSULTANT shall place early emphasis on coordination with the California Public Utilities Commission (CPUC) to obtain approval of grade crossing plans, signaling, and active warning devices.

Support activities may be required for, but not be limited to, coordination with the following jurisdictions, organizations and agencies:

- BNSF Railway Company,
- California High Speed Rail Authority,
- CPUC,
- City of Riverside,
- Federal Railroad Administration,
- Riverside Transit Agency,
- SCRRA,
- UPRR,
- Business Adjacent to the project, and
- Business/Residents impacted by the modification of the Mission Inn Avenue at-grade crossing.

Coordination with utilities will include, but not be limited to power, water, gas, fiber optics, communications, cable TV, and other utilities currently located within the project footprint.

## **Deliverables**

- Attendance at meetings and presentation assistance
- Records of meetings
- Coordination with all entities
- Technical Documents to support coordination and agreements

### **3.2 TASK 3B: ENVIRONMENTAL PERMITTING / PERMITTING**

The COMMISSION will lead and manage permitting efforts. During the preliminary and final design phases of the work, the COMMISSION will require technical support in obtaining environmental permits that must be supported by engineering and design documents, such as drawings narrative descriptions, and technical documents. The role of the CONSULTANT will be to provide technical support to the COMMISSION in obtaining environmental permits in accordance with regulatory requirements.

The CONSULTANT shall identify, consistent with a preliminary and final level of design development, all permitting requirements for design and construction of the Riverside Downtown Layover Facility. The COMMISSION will require support of the CONSULTANT in collecting data to support permit planning and shall assist the COMMISSION in obtain necessary permits.

The CONSULTANT shall provide environmental permitting and permitting support for the following activities:

- CPUC permits for grade crossings;
- General Discharge – National Pollutant Discharge Elimination System (NPDES);
- Corps of Engineers Section 404 permit (if necessary);
- Requirements of U.S. Fish and Wildlife Services (Biological Opinion) (if necessary);
- California Department of Fish and Game for endangered species(if necessary);
- California State Historic Preservation for impacts on historic sites(if necessary);
- Various water appropriation related permits, including Groundwater Appropriations Permits for construction water;
- Appropriate construction contractor permitting requirements that may be identified during and consistent with the preliminary and final design phases including construction storm water, general discharge, spill prevention, construction air quality and dust control, and other elements to be included in the plans and specifications;
- Air Quality permits;
- Hazardous Materials permits (if necessary);

- ROW permits; and
- Other permits as may be identified.

Support for environmental permitting / permitting will require engineering drawings (in some cases at a 95% level), sketches, technical memoranda, visual presentation materials, and attendance at presentations and coordination meetings. Assistance may be required in making presentations.

The CONSULTANT shall maintain compliance with the COMMISSION established site environmental permits.

Support for Environmental activities will include engineering drawings, sketches, technical memoranda, visual presentation materials, and attendance at presentations and coordination meetings.

### **Deliverables**

- Identification of design and construction permitting requirements
- Support in obtaining necessary permits
- Drawings, sketches, visuals, and technical reports
- Coordination meeting attendance and presentation assistance
- Compliance with COMMISSION established site environmental permits

### **3.3 TASK 3C: ENVIRONMENTAL ASSESSMENT / ENVIRONMENTAL CLEARANCE**

The CONSULTANT will perform all environmental activities necessary to obtain environmental clearance of the site. The CONSULTANT will perform all necessary site investigations, sampling, environmental analysis, report development, stakeholder meetings, develop and complete the necessary NEPA/CEQA documents. It is anticipated that a Categorical Exclusion/Categorical Exemption can be obtained for the project. Currently no Federal Funding is anticipated for the project and if it is determined that no Federal Environmental Permits are required, then the NEPA process would not be required. The CONSULTANT should provide an optional cost to develop the necessary NEPA documents in the event Federal Funding is applied to this project.

CONSULTANT shall also develop a mitigation tracking program to ensure design and construction adherence to include recommendations of preventive measures and mitigation of effects for all areas of assessment.

Preparation of environmental analysis and technical support may include, but not be limited to, the following activities:

- Acquisitions and Displacements,
- Air Quality,
- Biological Resources,
- Community Facilities and Services,

- Cultural Resources,
- Cumulative Impacts,
- Geotechnical and Seismic Conditions,
- Hazardous Materials identification and delineation,
- Phase 1 and Phase 2 Hazardous Materials Remediation and Risk of Upset,
- Land Use and Planning,
- Noise and Vibration,
- Socioeconomics,
- Traffic and Transportation,
- Visual Effects,
- Water and Water Quality,
- Hydrology and Drainage, and
- Construction Impacts and Construction Staging.

### **Deliverables**

- NEPA/CEQA Documents
- Drawings, sketches, visuals, technical reports
- Coordination meeting attendance and presentation assistance
- List of environmental mitigations for incorporation into design and construction documents
- Integration of accepted mitigations into design documents
- NEPA/CEQA Mitigation program
- Environmental analysis and assessment

### **3.4 TASK 3D: SURVEYING AND MAPPING**

Surveying and Mapping of the site was performed by the PVL Project and the CONSULTANT shall coordinate with the PVL project to obtain the topographic mapping suitable for PE and final design.

The COMMISSION will provide the CONSULTANT with as-built plans for the Riverside Downtown South Side Platform, the Downtown Riverside East Side parking lot expansion project, and 30% design plans for this area from the PVL project.

The CONSULTANT shall conduct site specific field surveys during the preliminary and final design phases that may include obtaining and plotting additional topographic mapping needs, providing any additional Control Surveys for horizontal and vertical control, setting control monuments and preparing exhibits depicting monument locations and coordinates, conducting property line surveys for ROW acquisition (if necessary), locating utility lines, and identifying geotechnical and pot-holing locations

The CONSULTANT shall share all survey information and coordinate with the COMMISSION ROW Consultants who may utilize this information in acquiring property.

## **Deliverables**

- Field surveys (If necessary)
- Control Monuments (If necessary)
- Boundary Survey (if necessary)
- Property surveys (If necessary)
- Other field surveys and plotting as required to support preliminary design (If necessary)
- Topographic mapping

### **3.5 TASK 3E: RIGHT-OF-WAY DEFINITION AND CERTIFICATION**

The COMMISSION has acquired the Riverside Downtown Layover Facilities ROW, which is north and east of the Riverside-Downtown Station.

The CONSULTANT shall make early identification of any additional ROW and construction easement requirements consistent with requirements to perform preliminary and final engineering and will prepare drawings, legal descriptions, construction easements, and plats as required. The CONSULTANT shall conduct field surveying necessary to support the effort.

The CONSULTANT shall provide information and coordinate closely with the COMMISSION ROW Consultant.

## **Deliverables**

- ROW sketches
- ROW drawings and certifications
- Property plats
- Legal descriptions
- Coordination with the COMMISSION ROW Consultant

### **3.6 TASK 3F: BASELINE ANALYSIS, DATA COLLECTION, DATA REVIEW, AND EXISTING UTILITY LOCATIONS**

Baseline analysis embraces a field review of the project site, data collection and review of existing data, and data development augmentation and will include the following activities:

The CONSULTANT shall visit the site and follow up with a Site Visit Report describing existing conditions and site observations. Due to the limited size of this project, this report is not anticipated to be very large or complex.

The CONSULTANT shall collect and analyze existing physical data and as-built data from COMMISSION-furnished materials and from available public sources or from the BNSF or UPRR railroads in the areas required for performing design services. These

elements shall include, but not be limited to: geotechnical, hazardous materials, structures and culverts, roadways and streets, hydrology and drainage, ROW delineations, track charts, and utilities.

The CONSULTANT shall conduct a detailed inventory and condition assessment of the existing track, grade crossings, structures, signal system, active warning devices and related assets and organize and update all available as-built drawings, track charts, signal circuit drawings, inspector report and other documents.

The CONSULTANT shall collect existing utility data by contacting Underground Service Alert of Southern California, utility companies, and by field observation; and schematically plot existing utility locations on available mapping.

The CONSULTANT shall identify additional data needs for preliminary and final design and shall prepare a plan for acquiring the data. Upon approval of the plan, the CONSULTANT shall acquire the data.

### **Deliverables**

- Site Visit Report
- Data collection and technical analysis
- Additional Data Requirements, including identification of potential sources
- Additional Data Augmentation
- Schematic existing utility locations
- Updated track charts and inventory lists of all track assets and condition
- Updated signal and active warning device drawings including lists and conditions of all signal and active warning device assets
- Updated as-built bridge drawings and condition assessment including bridge ratings if applicable

### **3.7 TASK 3I: CIVIL/STRUCTURAL DESIGN CRITERIA, CONSTRUCTION METHODS, AND TRACK AND SYSTEMS DESIGN CRITERIA**

The CONSULTANT shall review SCRRRA design criteria, engineering standards, construction methodologies for adequacy to address alignment geometry, live loading, dead loading, environmental loading and issues, pavement design, drainage, bridge and culvert structural design, retaining structures design, seismic design, utilities, landscaping, irrigation, fencing traffic control devices, pedestrian crossings, grade crossing protection, signage, striping, ROW, other criteria for performing preliminary design, track design and systems, to include track geometry, special track work, track crossings, signals, communications, train control CTC, active warning devices, combined grade crossings active warning devices systems capable of implementing quiet zones, duct banks, conduit, equipment racks, and other track and systems criteria for performing track and systems design.

It should be noted that SCRRRA is in the process of revising and updating certain criteria. The CONSULTANT shall keep informed on the latest SCRRRA requirements during the design process, and develop the design accordingly.

The criteria shall also address the alternative methods by which the “active” rail line can remain in service while the layover facility is constructed and maintaining vehicle and pedestrian circulation at the grade crossing. Additionally, the design, engineering standards and construction methodology shall identify and minimize noise, dust, and disruption to vehicular and pedestrian traffic and to the potentially impacted stakeholders including residential and commercial developments.

The CONSULTANT shall utilize SCRRRA criteria for preliminary design and shall prepare additional criteria and standards as necessary for preliminary and final design.

### **Deliverables**

- Review of SCRRRA Design Criteria and Engineering Standards
- Construction Methods
- Preparation of additional Design Criteria and Standards if required

### **3.8 TASK 3M: DESIGN SUBMITTALS AND REVIEWS**

The CONSULTANT shall submit design documents for review at approximately 10%, again upon achieving a preliminary level of design of approximately 30% level of development, at 60% (interim design), 90% (pre-final design), 100% (final design) and camera ready as further defined and tasked in Section 4 of this Scope of Work. Section 4 defines the design deliverables. A separate and additional submittal may be required for VE as design approaches the preliminary level. If VE determines that some areas of design development require further study and evaluation, a second session of VE for these design elements may be held in order to benefit the project.

The purpose of the 10% submittal is to review and assess the concepts and criteria development and evaluate impacts on cost and schedule. This design level will establish an initial project baseline as a stepping stone to a formal project baseline at the end of PE.

Design submittals at the 10% level of design shall include but not be limited to:

- Concept sketches and drawings;
- Connection to Downtown-Riverside Station;
- Preliminary storage yard layout;
- Develop a construction cost estimate;
- Update of milestone schedule;
- ROW sketches and potential impacts;
- Preliminary design criteria;
- Alternative construction methodologies;

- List of standard and special specifications;
- List of standard and reference drawings; and
- List of issues that need early attention.

The preliminary design submittal (approximately 30%) shall include but not be limited to:

- Track plan and profile drawings;
- Detailed layover facility layout;
- Mathematized alignment with curve data (if necessary);
- Preliminary typical sections;
- Cross sections;
- Type/size/location of structures;
- Preliminary specifications;
- Preliminary project cost estimate;
- Exhibits;
- Calculations;
- Preliminary Utility Matrix;
- Preliminary Permit Matrix which includes all permits, licenses, easements and other legal agreements that exist, or need to exist for the completion of the project;
- Design review comments form, with responses;
- Technical reports (traffic, geotechnical, drainage, hazardous materials, and for all disciplines); and
- PE report.

The interim design submittal (approximately 60%) shall include but not be limited to:

- Engineering alignments, based on up to date topographic information;
- Drainage layout and design, including Stormwater Management facilities;
- Detailed mitigation measures for Traffic related issues;
- Identification of all permit requirements;
- Interim signal facility and insulated joint locations (developed jointly with SCRRA's signal designers with input from BNSF);
- Critical elevations, offsets and dimensions;
- Design of fencing, lighting, and maintenance facilities;
- Development of CPUC exhibits;
- Summary of potential public relations issues; and
- Summary of diagnostic reviews of crossing(s) that will be modified.

The Pre-final design submittal (approximately 90%) are similar to what was submitted at the 60% level along with incorporation of comments received during the 60% review and advancing the documents to the 90% or higher design level. The submittal shall also include but not be limited to:

- Agreements that are in place with agencies and utility companies; and
- Permit applications are complete.

The Final design will commence after RCTC's Project Manager provides authorization to proceed to 100% design. Review comments from the 90% submittal will be incorporated during the development of the 100% design submittal. This final design deliverable will be ready for bidding and construction. The deliverables are defined in Section 4 and will include the complete plans, specifications, and shall include;

- Final Plans;
- Final Project Specific Specifications;
- Final Project Cost Estimate;
- Schedule of Quantities and Prices;
- Track Schematic, color-coded, illustrating existing and proposed conditions within the project limits;
- Design submittal report;
- Design Interface Matrix;
- Final Utility Matrix;
- Final Permit Matrix (all permits acquired);
- Final design report; and
- Design review comments form, with responses and disposition.

The Camera Ready design submittal shall incorporate all comments from 100% submittal and will be ready for advertisement for construction. The deliverables are defined in Section 4 and will include;

- Final Plans, specifications and estimated (hardcopy plans and specifications affixed with seal of licensed engineer in responsible charge of the work);
- Schedule of Quantities and Prices;
- CD containing the above documents in electronic format;
- Engineering calculations;
- Project Cost Estimate back-up;
- Design Submittal Report; and
- Design review comments form with responses.

The COMMISSION shall take the Camera Ready Submittal and incorporate it into The COMMISSION's standard construction bid documents and advertise the project for construction.

Under this task, the CONSULTANT shall compile the documents necessary for the design reviews, conduct the reviews, and prepare Reports of Review for the various submittals. The Reports of Review will identify the review process, design leads, QA representative, dates of review, attendees, and compile comments, dispose of the comments, and follow-up for final disposition and incorporation into the design documents as appropriate. The budget for the design development and engineering

reports will be carried against the various design tasks in Section 4 of this Scope of Work.

**Deliverables:**

(Design development and engineering reports are to be prepared under Section 4 of this Scope of Work.)

- Report of Review for all design levels identified under this Task 3M.

## **4 PRELIMINARY / FINAL ENGINEERING AND VALUE ENGINEERING**

PE will be based on conceptual design documents and will advance design development to approximately 30%, culminating in VE, if necessary, with an iterative step to revise the documents based on the results of VE.

### **4.1 TASK 4A: LAYOVER FACILITY LAYOUT AND TRACK ALIGNMENT**

The COMMISSION will provide a conceptual layout of the layover facility that includes the future BNSF 4<sup>th</sup> main and the future tail track connecting to the BNSF 4<sup>th</sup> main. The CONSULTANT shall further develop this layout and identify all constraints and shall consider suggested changes to the existing layout based on these constraints. The final layout and alignment shall be geometrically defined and utilized as a basis for design development. Horizontal curve points shall be identified by coordinates, and horizontal and vertical curve data and profile grades shall be depicted. Field surveys are to be conducted as necessary to support alignment development.

The horizontal alignment shall consider the appropriate alignment for ongoing freight and commuter rail operations and shall depict any temporary track or shoo-flys necessary to maintain these operations.

The layover facility layout shall be developed sufficiently to support discussions with community and affected parties, provide sufficient detail to support environmental analysis and cost estimating, and establish a basis for preliminary and final design development.

#### **Deliverables**

- Finalized Layover facility layout
- Confirmed and geometrically defined initial horizontal and vertical alignment

### **4.2 TASK 4B: LAYOVER FACILITY REQUIREMENTS**

The proposed layover facility at the Riverside Downtown Metrolink Station is required for purposes of providing overnight layover. The facility shall include the storage tracks as shown on the conceptual layout, compressor facility for performing FRA required brake tests, and an electrical ground power source for lighting cab/coach cars that allows shut down for locomotives. External power would also allow air conditioners and heaters to be turned on prior to revenue service without idling the diesel locomotives. The facility would also have water and sewer connections for a crew restroom facility and train restroom cleaning services.

An initial assessment by SCRRA as shown in the conceptual layout is:

- Initial storage of 2 -6 car train sets in the western layover tracks and 5 -6 car train sets in the eastern layover tracks;
- Fueling pads to allow fueling by truck;
- Circulation roads to allow fuel and inspection vehicles to circulate;
- All the tracks and servicing facilities must be lighted to allow for night time activities;
- The facilities shall be fenced into control access;
- The facility layout should include provisions to connect to the future BNSF 4<sup>th</sup> Main at approximately station 39+00 and at the end of the eastern layover facility; and
- Secure and lighted parking shall be provided for employees at the peak (shift change) time.

The CONSULTANT shall review and confirm the requirements for SCRRA operations and prepare a preliminary layout and narrative description of the layover facility.

Layover facility plans shall be developed sufficiently to support discussions with community and affected parties, including SCRRA and BNSF. The layout shall provide sufficient detail to support cost estimates, additional environmental analysis, and establish a basis for preliminary design development. This layout will be finalized and used as the basis for the final engineering design of the facility.

### **Deliverables**

- Layover Facility Initial Plan
- Technical memorandum

### **4.3 TASK 4C: PRELIMINARY AND FINAL UTILITY PLANS**

The CONSULTANT shall prepare composite preliminary and final plans, profiles, and sections depicting the horizontal and vertical location of new utility requirements and the rearrangement of existing utilities that must be relocated. The utility drawings shall be prepared at a scale consistent with the requirements of utility companies/agencies that may choose to prepare final design documents for the relocation of their utility lines and at a scale appropriate for preparing final design drawings. The CONSULTANT shall support the COMMISSION in coordinating these activities with the appropriate franchised and public utility companies. Upon authorization to enter final design the CONSULTANT will prepare the final utility plans and/or coordinate with affected utilities in the development of their final utility plans.

The CONSULTANT shall investigate the site and develop a list of affected utility owners and addresses.

The CONSULTANT shall identify utility relocations that impact the critical path and, with the approval of the COMMISSION, complete the rearrangement design for the construction contractor to relocate the utilities or to otherwise arrange for advanced relocation by the impacted utility company or agency.

The CONSULTANT shall also perform the following:

- Coordinate utility relocations with the COMMISSIONS right of way consultant and the appropriate franchised and public utility companies;
- In coordination with the COMMISSIONS right of way consultant, arrange for utility owners to perform location verification by means of die-electric locating tools and/or pot holing of utilities as necessary. The location of potholes shall be field surveyed;
- Assist the COMMISSIONS right of way consultant and the COMMISSION as necessary to effect the early relocation and protection of conflicting utilities; and
- Maintain the Permit Matrix as defined under a separate task in this scope document.

### **Deliverables**

- Preliminary and final plans, profiles, and sections for existing, new, and relocated utility facilities
- Pot holing as required
- Technical memorandum
- Final design of utility relocations as approved by the COMMISSION

#### **4.4 TASK 4D: STRUCTURAL STUDIES – RIVERSIDE GAGE CANAL** *(If Required by BNSF for their design of the 4<sup>th</sup> Main)*

The CONSULTANT shall review the Riverside Gage Canal, located adjacent to the eastern layover facility, to determine if it will require modifications to support the future proposed turnout to the BNSF 4<sup>th</sup> Main. This will require the CONSULTANT to undertake structural studies consistent with BNSF and SCRRRA criteria and related cost studies as needed to recommend the most cost effective design. The CONSULTANT shall assess the condition of existing foundations for adequacy to support new structures.

The study deliverables shall include a report, a preliminary plan, and cost estimates. The report will address the foundation, seismic, aesthetic, falsework, shoring, cost, and construction staging requirements. The Study shall also address how the structures would be reconstructed or rehabilitated under an “active” railroad environment, and shall identify structures with cost risks sufficient for advancing to final design.

After review and comment on the submitted plan by RCTC, SCRRA, BNSF, UPRR, and city of Riverside the CONSULTANT will develop plans and specifications for the modification of any of to the Riverside Gage Canal. .

## **Deliverables**

- Technical Memoranda and appropriate sketches
- Preliminary Plan
- Cost Estimates
- Preliminary and Final structural calculations
- Final Design plans and specifications for the modification of the structures

### **4.5 TASK 4E: PRELIMINARY AND FINAL GEOTECHNICAL AND HAZARDOUS MATERIALS INVESTIGATIONS AND LABORATORY ANALYSIS**

The CONSULTANT shall support the COMMISSION in initiating the permitting and approval process with SCRRA, BNSF, UPRR, and other entities as required for preliminary and final geotechnical investigations.

The CONSULTANT shall prepare and submit to the COMMISSION for approval a Preliminary and Final Geotechnical Investigation plan for borings and laboratory analysis for the layover facility and grade crossings, and shall include a testing plan for materials located at on-site borrow pits that may be used for the trackbed construction, if necessary.

The CONSULTANT shall mark boring locations in the field and take proper measures, such as notifying Underground Service Alert of Southern California, to assure there are no conflicts with underground utilities.

The CONSULTANT shall conduct drilling and laboratory testing and prepare technical report and boring logs with design recommendations. The geotechnical borings shall also be performed and analyzed to detect hazardous materials. Field surveys will be conducted to tie boring holes to the grid coordinate system. Borings shall be backfilled with on-site materials. Borings in paved areas shall be sealed with asphalt. All work in existing rail ROW will be coordinated with the freight and passenger railroads and conducted in accordance with their safety requirements.

The CONSULTANT shall prepare a technical report identifying boring locations, boring logs, soil classifications, laboratory testing results, suitability of materials at existing on-site borrow pit locations if required, geologic and seismic constraints, foundations design data, soils resistance to lateral loads, stability of excavations, evaluation of corrosivity, suitability of excavated materials for fill or structural backfill, recommendations for earthwork requirements, hazardous materials discovery, and structural section thickness of base, subbase, pavement, and trackbed.

The CONSULTANT shall coordinate the geotechnical investigation with the development of the necessary environmental documents to understand the probability of encountering hazardous materials as derived from various databases. The CONSULTANT shall combine this information with results obtained in the field as a component of geotechnical borings and laboratory analysis, and develop a plan for remediation of hazardous materials if determined to be required. The plan shall address identification, handling, transporting, and/or disposing of hazardous materials in accordance with regulatory requirements to reduced hazards to less than adverse levels. The discovery of any hazardous materials that would require long-lead clean-up impacting the critical path schedule for project completion shall be called to the attention of the COMMISSION, who may choose to implement an aggressive clean-up program. A Hazardous Materials Report shall be prepared by the CONSULTANT recommending a course of action in dealing with remediation.

As a deliverable of PE documents, the CONSULTANT shall develop a suggested plan for the final design geotechnical investigation and a hazardous materials report. Upon approval from the COMMISSION to enter final design, the CONSULTANT shall incorporate any comments from the reviewers and then execute the plan and develop the final design deliverables.

The CONSULTANT shall identify any hazardous material locations requiring remediation that could impact the critical path, and upon approval by the COMMISSION, prepare design documents suitable for the COMMISSION to procure a contractor to clean-up the site as part of the layover facility construction or prior to the facilities construction.

### **Deliverables**

- Drilling and Testing Plan
- Task Specific Safety Plan
- Approval and permit support
- On-site borings
- Sources of fill material
- Final report on borrow pits and sources of imported select material
- Laboratory testing
- Hazardous Materials Report
- Technical Report and Design Recommendations
- Boring Logs
- Plan for final design geotechnical and hazardous materials investigation
- Final design geotechnical and hazardous materials investigation reports
- Remediation design of major hazardous material sites requiring early action by the COMMISSSION

#### 4.6 TASK 4F: PRELIMINARY AND FINAL CIVIL/STRUCTURAL DESIGN DRAWINGS AND CALCULATIONS

Utilizing design criteria developed under a previous task, along with SCRRRA Standard Drawings and other documents developed under previous tasks and approved by the COMMISSION, the CONSULTANT shall prepare plans, cross sections, typical sections, details, tables, analyses, calculations, and technical reports as necessary to achieve a preliminary and final level of design for the following civil/structural elements and other items as appropriate for preliminary and final design.

The CONSULTANT shall identify long-lead procurement of materials and, with approval of the COMMISSION, assist in the procurement in advance of project construction.

The pricing for this item shall include the cost to perform the design and engineering for this task, the cost to compile and submit the PE and FE reports will be covered by Task 4L.

These design elements include, but are not limited to:

##### **Preliminary and Final Level of Design**

- Site preparation and demolition;
- Trackbed;
- Track alignment;
- Temporary track alignment and railroad relocations(if necessary);
- Trackwork and special trackwork;
- Drainage facilities;
- Retaining walls and miscellaneous structures;
- Consider SCRRRA sealed concepts for separation;
- Grade Crossings;
- Street Modifications and Improvements to include signals, signage and striping, and at grade crossings street improvements including center medians, striping, signage, and traffic signal interconnection with Railroad active warning devices and other improvements related to enhancing safety and potentially implementing quiet zones;
- Layover facilities, to include buildings, maintenance facilities, and all electrical/mechanical/sewer/water; ROW, fencing, lighting, and any City required landscaping; and
- Construction staging plan recognizing "active" freight operations and proposed adjacent projects.
- Bridge structure modifications (if necessary);
- Major trunk utilities relocation as approved by the COMMISSION (previous task); and

- Perform grade crossing diagnostics meetings and perform railroad active warning device, traffic signal and street and signage modifications to obtain CPUC/Railroad/ Local Entity approval or consensus and final design.

## **Deliverables**

- Deliverables shall be included in Task 4L, Preliminary and Final Engineering Report
- Final design drawings and calculations

### **4.7 TASK 4G: TRAFFIC AND GRADE CROSSINGS**

The CONSULTANT shall prepare Traffic Engineering design for crossings to accommodate projected levels-of-service and street modifications and to support coordination with the jurisdictions, the community, the CPUC and other agencies, and the development of a construction planning strategy. The CONSULTANT shall coordinate with the city of Riverside relative to their street widening plans in order to accommodate these plans at crossings as appropriate. The CONSULTANT shall take the lead in coordination with the CPUC and development and approval of the required applications.

### **4.8 TASK 4H: PRELIMINARY AND FINAL SYSTEMS DESIGN DRAWINGS AND CALCULATIONS**

Utilizing design criteria, SCRRRA Standard Drawings, and other documents developed under previous tasks and approved by the COMMISSION, the CONSULTANT shall prepare plans, sections, details, tables, analyses, calculations, and technical reports as necessary to achieve a preliminary and final level of design for the long-lead procurement of equipment for the systems elements and other items as appropriate for preliminary and final design.

SCRRRA requirements include but are not limited to:

- All new systems compatible with the existing SCRRRA systems.
- Active warning devices at the existing grade crossings designed to meet SCRRRA/CPUC requirements and capable of allowing for “quiet zone” operations.

The CONSULTANT shall identify long-lead procurement of systems equipment and, with approval of the COMMISSION, assist in the procurement of these items in advance of construction.

The pricing for this item shall include the cost to perform the design and engineering for this task, the cost to compile and submit the PE and FE reports will be covered by Task 4L.

Systems elements may include, but are not limited to:

- Typical Duct Bank and Manholes;
- Signal system and centralized traffic control single-line diagrams;
- Railroad signals installation details;
- Train-to-wayside loop details;
- Communications single-line diagrams (if necessary);
- Communications equipment racks (if necessary);
- Active Warning Device at Grade crossings including provisions for quiet zone;
- Train control facilities;
- Rolling Stock;
- CTC System and wayside signals and all necessary train control communication links (if necessary); and
- Grade crossing active warning device design.

### **Deliverables**

- Deliverables shall be included in Task 4L, Preliminary and Final Design Report.
- Final design drawings and calculations.

### **4.9 TASK 4I VALUE ENGINEERING**

If the COMMISSION elects to perform Value Engineering on this project then the CONSULTANT shall coordinate with the COMMISSION in establishing a VE session including representatives of the COMMISSION, the design team, local agencies and jurisdictions, and outside specialist as may be determined. At its option, the COMMISSION may engage the services of a VE-rated specialist to organize and manage the VE process. The VE meeting will be scheduled for approximately 1 day, will take place after PE advances to a well defined level, and will address the feasibility of cost and time savings. Results of VE shall be published by the CONSULTANT as to (1) changes to the design documents that are agreed to, and (2) changes to the design documents that require further analysis.

Items identified in (1) above shall be incorporated into the PE documents.

Items identified in (2) above will be studied and analyzed as necessary for life-cycle cost analyses, cost-effectiveness comparisons, aesthetic evaluations, environmental impact assessments, and other factors as appropriate. Options and solutions shall be developed by the CONSULTANT and presented to the COMMISSION, and decisions will be made by the COMMISSION to proceed with the changes.

Upon approval by the COMMISSION, and in coordination with the COMMISSION, the CONSULTANT shall conduct a "lessons learned" study from recently completed projects similar in size that involve reconstruction of an "active" FRA regulated line. The study

shall identify areas of the project and design development as well as the construction that worked well and areas that did not work well. "Lessons learned" shall be applied by the CONSULTANT as appropriate to the design development.

The CONSULTANT shall revise PE documents as appropriate to further the final design development.

The CONSULTANT shall prepare a final design work plan and identify issues needing early and special attention during the final design phase and implement this work plan.

### **Deliverables**

- VE Report
- Lessons Learned Report
- Studies and Analysis
- Revised PE Documents

#### **4.10 TASK 4J: COST ESTIMATES**

Cost estimates shall be prepared at each of the design submittal levels, 10%, 30%, 60%, 90% and 100% levels.

The CONSULTANT shall develop quantities from drawings, plans, sketches, and other available sources for purposes of developing the cost estimates.

The CONSULTANT shall develop an estimate basis addressing unit price sources, escalation, contingency, and development of soft costs. The estimates shall be in day-of-expenditure dollars and shall include all elements of the project, including ROW acquisition, track, systems, stations, rolling stock, and yard start-up. (The COMMISSION ROW Consultant will provide the ROW acquisition, demolition, and relocation costs to the CONSULTANT as necessary.) Other costs include COMMISSION administrative costs, project management and control, construction and procurement management, insurance, design costs, contingency, and other soft costs. All ROW-associated costs shall be coordinated with the COMMISSION ROW Consultant.

The CONSULTANT shall prepare a cost risk analysis for the 10%, 60%, 90% and 100%.

### **Deliverables**

- Quantity take-off calculations
- Estimate Basis
- Cost Estimates
- Estimate risk analysis

#### 4.11 TASK 4K: SPECIFICATIONS

The CONSULTANT shall develop technical specifications to augment SCRRA Standard Specifications as necessary in the Construction Specifications Institute format or other format as required for consistency with SCRRA Standard Specifications and sufficient for the procurement of a contractor. The COMMISSION shall provide the CONSULTANT with the COMMISSION'S Construction Contract General Conditions. The CONSULTANT shall ensure that the specifications developed for the project do not conflict, duplicate, or supersede the COMMISSION's General Conditions.

The CONSULTANT shall prepare a list of standard specifications and develop the final construction special conditions. The CONSULTANT shall combine the technical specifications / special conditions developed by their team into one cohesive document. The CONSULTANT shall perform a QA/QC review of the specifications / special conditions to ensure that the section references are correct, that measurement and payment clauses are included in each specification section, that the specifications are in a consistent format from section to section, and that the specifications do not conflict with the COMMISSION'S construction contract General Conditions.

#### **Deliverables**

- List of standard specifications
- Final Specifications
- Final construction special conditions

#### 4.12 TASK 4L: PRELIMINARY & FINAL ENGINEERING REPORT

The CONSULTANT shall submit a PE Report at the completion of preliminary design and a FE Report at the completion of the 100% submittal. The reports shall contain all information developed during PE and FE affecting final design and construction of the project.

The CONSULTANT shall identify and assess the technical risk issues to include cost, schedule, ROW acquisition, freight operations, differing site conditions, hazardous materials, utilities, and other technical areas where risk needs to be managed during the final design and construction phases. The CONSULTANT shall prepare a tracking and mitigation program for utilization by the COMMISSION risk management group during project implementation.

The pricing for this item shall only include the cost to compile and submit the reports. The design and engineering task should be priced under sections 4F and 4H.

## **PE Report:**

The PE Report shall include:

- Preliminary construction staging plan and a construction phasing plan meeting construction schedule milestones that addresses the maintenance of traffic, “active” rail operations, and site access during construction;
- Work plan for final geotechnical and hazardous materials investigations;
- Environmental mitigation plan;
- Description of major issues that require special attention during the final design phase;
- Technical report addressing risk issues and establishing a tracking program;
- Final design approach and work plan;
- SCRRA Standard drawings;
- Hazardous Materials clean-up design, if required;
- Project Specific Reports and;
- Construction Special Conditions.

Civil and structural design elements include:

- Plans,
- Sections,
- Details,
- Calculations,
- Technical reports, and
- Hydrology Analysis and Drainage Report

Systems design elements include:

- Plans,
- Diagrams,
- Sections,
- Details,
- Calculations, and
- Technical reports.

## **Final Design Report:**

The purpose of the Final Design Report is to:

- Confirm quality of the design and design documents;
- Finalize locations of signal facilities and insulated joints;
- Identify all required right of way impacts (including temporary easements, acquisitions, lease revisions);

- Identify all required utility protections or relocations;
- Obtain required approvals from regulatory agencies;
- Refine the project schedule; and
- Identify any environmental mitigation measures that are to be implemented during construction.

This Report shall include:

- Introduction and Outline of Transmittal,
- Work accomplished,
- Technical Discussion, and
- Resolution of any issues from the previous phases

### **Drawings**

- Final Drawing List
- Final Construction Phasing Plans

### **Exhibits, Reports and Calculations**

- Final drainage calculations
- Final Geotechnical Report
- Final Traffic Impact Report
- Engineering Calculations
- CPUC related documents
- Appropriate DQAP checklists

### **Deliverables**

- PE Report
- Final Design Report

#### **4.13 TASK 4M: CONSTRUCTION PLANNING AND CONSTRUCTIBILITY REVIEW**

The CONSULTANT shall update construction planning, addressing materials storage, site access, project staging, traffic maintenance (recognizing that the Construction Contractor will prepare detailed traffic plans), long-lead procurements, utility needs, emergency access, operational access,, staging areas, work window opportunities,, construction sequencing, utilities disruption, spoil disposition, contractor restraints, and other items as necessary to understand and schedule the construction phase of work.

The CONSULTANT shall update the Construction Staging Plan with this information in a supporting the Project Master Schedule.

The COMMISSION will conduct a Constructability Review and the CONSULTANT shall participate and provide input.

**Deliverables**

- Updated Construction Staging Plan
- Modified design and/or specification as necessary, which may result from the COMMISSION's Constructability Review

## **5 BID /AWARD AND DESIGN SERVICES DURING CONSTRUCTION**

### **5.1 TASK 5A: BID AWARD SUPPORT**

#### **5.2 TASK 5A.1: BID SUPPORT**

CONSULTANT shall support the COMMISSION in preparing the following components of the contract documents per the requirements of SCRRA DPM January 2003:

- Special Conditions [Division 00 and 01 will be developed by the COMMISSION];
- Performance Specifications which exceed the requirements of Standard Specifications; and
- Special Construction Conditions.

The CONSULTANT shall assist the COMMISSION as necessary in issuing the Contract Documents for bid, by preparation of the listed bid documents as required. The COMMISSION will handle all printing of the Camera Ready documents and distribution to the bidders.

The CONSULTANT shall support the COMMISSION in analyzing the bids for responsiveness and in the development of bid tabulations.

The CONSULTANT shall support the COMMISSION in preparing Conformed Documents to be issued "For Construction" after Award

#### **Deliverables**

- See 3.8 Camera Ready Deliverables
- Bid Tabulations
- One reproducible hardcopy set and one CD containing all Conformed Stamped/Sealed Drawings and Documents

### **5.3 TASK 5A.2: ADDENDA AND CLARIFICATIONS**

Once submitted in camera-ready format, the plans, specifications, and bid form shall be considered controlled documents. Changes to drawings shall be called out in accordance with the requirements of the SCRRA CADD Drafting Standards, Guidelines, and Criteria.

Any clarifications and revisions to the controlled documents resulting from bidder questions or any other reason must adhere to the following procedure:

- Changes to the controlled documents that have been sealed and signed by a licensed engineer shall be made by the original preparer of that document;

- No other body except the COMMISSION may initiate changes to documents;
- The CONSULTANT shall assist the COMMISSION in answering technical questions and clarifying technical issues;
- The CONSULTANT shall notify the COMMISSION in writing of any proposed changes to the controlled documents. Changes to controlled documents shall be made by the CONSULTANT only after review and approval by COMMISSION;
- COMMISSION will notify the CONSULTANT in writing of COMMISSION -proposed changes to the controlled documents;
- COMMISSION will assign and provide to the CONSULTANT an Addendum number and issue date for use in preparing revised controlled documents;
- Changes to drawings shall be made and annotated in accordance with the SCRRA CADD Drafting Standards, Guidelines, and Criteria; and
- Changes to textural material to be marked in accordance with RCTC procedures for flagging addenda.

### **Deliverables**

- Addenda

#### **5.4 TASK 5A.3: CONFORMED DOCUMENTS**

After award of the contract by COMMISSION, the CONSULTANT shall prepare a consolidated set of contract documents, called the Conformed Set. The purpose of the Conformed submittal is to prepare a single set of contract documents to be issued for construction

The Conformed Set shall incorporate the latest revisions made during the bid period by means of addenda into the controlled documents. Clouding, revision diamonds, and other change annotations shall be removed from the documents. Headers and footers shall be revised to reflect contract issuance for construction.

The Bid Form, incorporating actual prices of lowest responsive and responsible bidder to whom contract has been awarded, will be provided by the COMMISSION.

Deliverables shall be suitable for issuance for construction and shall include:

- Conformed plans and specifications (one reproducible hardcopy plans and specifications affixed with seal of licensed engineer in responsible charge of the work and one CD);
- CD containing above documents in native electronic format (i.e. MS Word, MS Excel, MicroStation/Auto CAD); and
- Revised engineering calculations, if any.

## 5.5 TASK 5B: DESIGN SERVICES DURING CONSTRUCTION

The CONSULTANT will provide design support as necessary to the COMMISSION and the CM in management and oversight of construction of the project. Material Testing is not included in this scope of work.

### 5.6 TASK 5B.1: REQUESTS FOR INFORMATION

The CONSULTANT will provide answers to questions that the Contractor may have as it relates to the intent of the design, specifications and any other documents produced by the CONSULTANT.

#### **Deliverables**

- Responses to RFI's.

### 5.7 TASK 5B.2: CHANGE ORDER REVIEW AND DESIGN REVISIONS

The CONSULTANT will support the COMMISSION in understanding and clarifying issues surrounding Change Orders that are proposed by the Contractor.

#### **Deliverables**

- Revised Design Documents as needed

### 5.8 TASK 5B.3: CONTRACTOR SUBMITTALS AND SHOP DRAWINGS

The CONSULTANT will review submittals by the Contractor for adherence to the design and specifications as transmitted through the CM. CONSULTANT will have 14 days from the receipt of a Submittal to review, comment and approve/reject the submittal.

#### **Deliverables**

- Review comments on Contractor submittals.

### 5.9 TASK 5B.4: NON-CONFORMANCE REPORTS

Upon request of the COMMISSION or the CM, the CONSULTANT will review work installed by the Contractor and provide input to the CM for disposition.

#### **Deliverable:**

- Input to Non-Conformance Reports.

## 5.10 TASK 5B.5: SYSTEMS INSPECTION, TESTING AND START-UP

The CONSULTANT shall inspect manufactured Systems (Communication, Train Signals, Grade Crossing Warning Systems, and others as required) equipment at the factory and verify Contractor's factory testing of Systems instrument enclosures and rack assemblies. This section is intended to cover the hours and costs associated with the Systems design verification.

The CONSULTANT shall verify, on behalf of the CM, that the Contractor's Systems Manufacturer (Signals, Communication, and grade crossing warning device equipment) satisfies the specified quality requirements at the factory and in the field.

The CONSULTANT shall verify and sign-off, on behalf of the CM, that the Contractor has adequately calibrated System components.

The CONSULTANT shall participate in the field commissioning (including cutovers) of all systems, including any revisions to design and drawings that should ensue from the commissioning effort.

The CONSULTANT shall verify and certify the Contractor's final in-service testing and Safety Certification of Systems. Effort shall include off-site testing and verification of remote Communication facilities, agency-owned or leased, and the Metrolink Operations Center.

### **Deliverables:**

- Factory Visit Reports
- Manufacturer's Quality System Audit Reports
- Field Notes
- Test Reports
- Systems Safety Certifications

## 5.11 TASK 5B.6: CLAIMS REVIEW AND RESPONSE

Upon request of the COMMISSION or the CM, the CONSULTANT will support the COMMISSION or the CM in understanding, clarifying issues, and responding to Claims that are submitted by the Contractor.

### **Deliverables**

- Claims response

## 5.12 TASK 5B.7: AS-BUILT DRAWING DEVELOPMENT

The CONSULTANT will support the COMMISSION and the CM in developing, finalizing, and signing off the As-Built plans for the project.

### **Deliverables**

- As-Built Plans

## 5.13 TASK 5B.8: PROJECT CLOSE OUT

The CONSULTANT will support the COMMISSION and the CM in closing out the project.

### **Deliverables**

- Close Out Documents
- Lessons Learned

**EXHIBIT "B"**  
MODEL AGREEMENT

**MODEL  
PROFESSIONAL SERVICES AGREEMENT**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
[\_\_\_CONSULTANT\_\_\_]  
FOR  
ENVIRONMENTAL DOCUMENT PREPARATION, PRELIMINARY ENGINEERING,  
FINAL ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES  
FOR THE  
RIVERSIDE DOWNTOWN METROLINK LAYOVER FACILITY  
IN RIVERSIDE, CALIFORNIA**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [\_\_\_NAME OF FIRM\_\_\_] ("Consultant"), a [\_\_\_LEGAL STATUS OF CONSULTANT e.g., CORPORATION\_\_\_].

**2. RECITALS.**

2.1 On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.2 Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

2.3 On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction management, engineering surveying and testing services to public clients, is licensed in the State of California (as necessary), and is familiar with the plans of the Commission.

2.5 The Commission desires to engage Consultant to render such services for the State Route 74\_Interstate 215 Interchange project ("Project"), as set forth in this Agreement.

### **3. TERMS.**

3.1 General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional construction management, engineering surveying and testing services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3.3 Term. The term of this Agreement shall be from the date of execution of this Agreement or the date of issuance of the Notice to Proceed by the Commission, whichever occurs first, to the issuance by the Commission to Consultant of a Notice of Final Acceptance, as defined in paragraph 3.12 below, or June 30, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.4 Commission's Representative. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Representative for the performance of this Agreement ("Commission's Representative"). Commission's Representative shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Representative shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.5 Consultant's Representative. Consultant hereby designates [ INSERT NAME OR TITLE ] to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all

portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Representative.

3.6 Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions of Section 3.14. The key personnel for performance of this Agreement are: [LIST NAMES AND TITLES].

3.7 Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Representative in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with the Project. In the event that Commission's Representative, in his sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this contract, Commission's Representative may require Consultant to revise and resubmit the work at no cost to the Commission.

3.8 Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

3.9 Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.10 Opportunity to Cure. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant.

3.11 Inspection of Work. Consultant shall allow the Commission's Representative to inspect or review Consultant's work in progress at any reasonable time.

3.12 Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth in Section 3.3, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

3.13 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by a governmental body. If the Consultant performs any work knowing it to be

contrary to the requirements of laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.14 Termination.

3.14.1 Notice; Reason. Commission may, by written notice to Consultant, terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for Commission's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement, including, but not limited to, the failure of Consultant to timely perform Services pursuant to the Schedule of Services described in Section 3.15 of this Agreement. Consultant may not terminate this Agreement except for cause.

3.14.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

3.14.3 Effect of Termination For Convenience. If the termination is to be for the convenience of the Commission, the Commission shall compensate Consultant for Services fully and adequately provided through the effective date of termination. Such payment shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Representative to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

3.14.4 Effect of Termination for Cause. If the termination is for cause, Consultant shall be compensated for those Services which have been fully and adequately completed and accepted by the Commission as of the date the Commission provides the Notice of Termination. In such case, the Commission may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in Section 3.9. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

3.14.5 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.14.6 Procurement of Similar Services. In the event this Agreement is terminated, in whole or in part, as provided by this Section, the Commission may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.14.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

### 3.15 Schedule and Progress of Services.

3.15.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Representative, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.15.2 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Representative.

3.15.3 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Representative and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

3.15.4 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will

indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

### 3.16 Delay in Performance.

3.16.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

3.16.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 3.16.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

3.16.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

### 3.17 Status of Consultant/Subconsultants.

3.17.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.17.2 Prevailing Wages. By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Copies of the prevailing rate of per diem wages are on file at the Commission’s offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Certified Payrolls are to be submitted whenever required by Prevailing Wage laws.

3.17.3 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.17.4 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. If Consultant wishes to use a firm as a subcontractor which is not specified in the proposal upon which this Agreement was awarded, prior written approval must be obtained from the Commission. The Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Consultant has, as part of its proposal, identified certain companies/firms that will be subconsultants utilized by Consultant (“Subconsultants”) for Project delivery. A list of said Subconsultants is attached hereto as Exhibit “C” Part 2 and made a part hereof. The Commission hereby approves the use by Consultant of the Subconsultants identified in Exhibit “C” Part 2. In the event and prior to the replacement of any Subconsultant approved herein, the Consultant shall seek and obtain the Commission's written approval. Exhibit “C” Part 2 also sets forth the rates at which each Subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. The cost of Addition Direct Costs, as defined in exhibit “C,” shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit “C” Part 2.

Consultant acknowledges that approval of Consultant's utilization of the identified Subconsultants together with the incorporation of Subconsultants' rate schedules and cost proposals into this Agreement shall in no way be construed to create any contractual relationship between any Subconsultant and the Commission. The Subconsultant rate schedules and cost proposals contained herein are for accounting purposes only. In the event that any Subconsultant shall bring any action, claim or proceeding purporting to enforce any right purportedly arising under this Agreement, the Consultant shall be responsible for the Commission's reasonable legal fees without regard to the merits of any such claim.

### 3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid

for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

**3.18.3 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

**3.19 Indemnification.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this

Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

### 3.20 Insurance.

3.20.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.20.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same types of insurance for the duration of the Agreement. Consultant's insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *if Consultant has employees, Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal and advertising injury and property damage. If General Liability

Insurance or includes a general aggregate limit, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Statutory Workers' Compensation limits as required by the applicable Labor Code and Employer's Liability limits of no less than \$1,000,000 per accident for bodily injury or disease.

3.20.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim.

3.20.4 Aircraft Liability Insurance. Consultant, prior to the direct or indirect use of any civil aircraft to provide Service under this Agreement, shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit of not less than **\$5,000,000** per each occurrence. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, its directors, officials, officers, employees, consultants, and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

3.20.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an

unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.20.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.20.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the Commission.

3.20.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.20.9 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

3.21 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.22 Fees and Payment.

3.22.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall be on the basis of direct costs plus a fixed fee as further set forth in Exhibit "C" and shall not exceed the maximum amount of [**\_\_INSERT WRITTEN DOLLAR AMOUNT\_\_**] (**\$\_[\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_]**), without written approval of Commission's Executive Director.

3.22.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other authorized officer.

3.22.3 Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement as permitted by law or authorized by the Commission. .

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

3.22.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

### 3.23 Prohibited Interests.

3.23.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

3.23.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.23.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.23.4 Covenant Against Contingent Fees. The Consultant represents and warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person,

other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to Section 3.14, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3.23.5 Covenant Against Expenditure of Local Agency, State or Federal Funds for Lobbying. **Omitted Intentionally**

3.24 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. The Federal Acquisition Regulations in Title 48, CFR 31 shall be the governing factors regarding allowable elements of cost. All such records shall be clearly identifiable. Consultant shall allow a representative of the Commission or any duly authorized representative of the Commission during normal business hours to examine, audit, and make transcripts or copies of any and all ledgers and books of account, invoices, vouchers, canceled checks, and any other records or documents created pursuant to this Agreement. All such information shall be retained by Consultant for at least three (3) years following termination of this Agreement.

3.25 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.26 Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project. As required, Consultant shall cooperate fully with any other consultant engaged by the Commission on the Project.

3.27 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.28 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and, all other costs of such actions.

3.29 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.30 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.31 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**COMMISSION:**

Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.33 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.34 Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.35 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.36 Provisions Applicable When Federal Department of Transportation Funds Are Involved. Omitted Intentionally

3.37 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be

deemed a waiver or relinquishment of such other right or power at any other time or times.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**CONSULTANT**

By:

\_\_\_\_\_  
[ **INSERT NAME** ]  
Chairman

\_\_\_\_\_  
By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
*Approved as to Form:*

By:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

[\_\_INSERT\_\_]

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

[\_\_INSERT\_\_]

**EXHIBIT "C"**

**COMPENSATION AND PAYMENT**

For the satisfactory performance and completion of the Services under this Agreement, the Commission will pay the Consultant compensation as set forth herein.

**1) ELEMENTS OF COMPENSATION.**

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

**a) DIRECT LABOR COSTS.**

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

i) DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

ii) MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is \_\_\_\_\_, and is the sum of the following components:

(1) Direct Salary Costs \_\_\_\_\_

(2) Payroll Additives \_\_\_\_\_

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

(3) Overhead Costs \_\_\_\_\_

The decimal ratio of allowable Overhead Costs to the Consultant firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

(4) Profit (addressed as a percentage)

Total Multiplier \_\_\_\_\_  
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3 multiplied by the percentage of profit)

**b) FIXED FEE.**

i) The Fixed Fee is the Profit as determined in Section 1.1.2.4. The Maximum Fixed Fee under this Agreement is \_\_\_\_\_ (\$\_\_\_\_\_), and shall not exceed this amount without written approval of the Commission's Executive Director.

**c) ADDITIONAL DIRECT COSTS.**

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<b>[ <u>insert charges</u> ]</b>
Per Diem	Actual Cost
Car mileage	0.405 or current IRS rate
Rental Car	Actual Cost
Travel	Actual Cost
Photocopies (Black & White)	\$ /copy
Photocopies (Color)	\$ /copy
Photographs/ other reprographic Services	Actual Cost
Postage/Shipping	Actual Cost
Courier Service	Actual Cost
Other Rentals, supplies, purchases	Actual Cost

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to the Commission's office must have the Commission's prior written approval to be reimbursed under this Agreement.

**2) DIRECT SALARY RATES**

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- a) Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- b) Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify the Commission in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION      RANGE OF HOURLY RATES

[ *sample* ]

Principal	\$ .00 - \$ .00/hour
Project Manager	\$ .00 - \$ .00/hour
Sr. Engineer/Planner	\$ .00 - \$ .00/hour
Project Engineer/Planner	\$ .00 - \$ .00/hour
Assoc. Engineer/Planner	\$ .00 - \$ .00/hour
Technician	\$ .00 - \$ .00/hour
Drafter/CADD Operator	\$ .00 - \$ .00/hour
Word Processor	\$ .00 - \$ .00/hour

- c) The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

**3) INVOICING.**

- a) Each month the Consultant shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to the Commission's Executive Director with two (2) copies to the Commission's Project Coordinator.

- b) Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the Commission's Representative.
- c) Base Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.
- d) A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to the Commission such as invoices, telephone logs, etc.
- e) Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- f) Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.
- g) Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Invoice No. \_\_\_\_\_

**4) PAYMENT**

- a) The Commission shall pay the Consultant within four to six weeks after receipt by the Commission of an original invoice. Should the Commission contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- b) The final payment for Services under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

Exhibit C

Part 2

List of Approved Subconsultant and Rates

**EXHIBIT "D"**

**CERTIFICATE OF COMMISSION**

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, and that the consulting firm of \_\_\_\_\_ or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT "C"**

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS**

**EXHIBIT "C"**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for three (3) months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for three (3) months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside  
John F. Tavaglione, County of Riverside  
Jeff Stone, County of Riverside  
Roy Wilson, County of Riverside  
Marion Ashley, County of Riverside  
Bob Botts, City of Banning  
Roger Berg / Jeff Fox, City of Beaumont  
Joseph DeConinck / Robert Crain, City of Blythe

Ray Quinto / Jim Hyatt, City of Calimesa  
 Mary Craton / Ehrenkranz, City of Canyon Lake  
 Gregory S. Pettis / Kathleen DeRosa, City of Cathedral City  
 Eduardo Garcia / Steven Hernandez, City of Coachella  
 Karen Spiegel / Steve Nolan, City of Corona  
 Scott Matas / Russell Betts, City of Desert Hot Springs  
 Robin Lowe / Eric McBride, City of Hemet  
 Patrick J. Mullany / Larry Spicer, City of Indian Wells  
 Glenn Miller / Ben Godfrey, City of Indio  
 Terry Henderson / Don Adolph, City of La Quinta  
 Bob Magee / Melissa Melendez, City of Lake Elsinore  
 Darcy Kuenzi / Scott Mann, City of Menifee  
 Jesse Molina / Bonnie Flickinger, City of Moreno Valley  
 Rick Gibbs / Kelly Bennett, City of Murrieta  
 Frank Hall / Malcolm Miller, City of Norco  
 Dick Kelly / Cindy Finerty, City of Palm Desert  
 Steve Pougnet / Ginny Foat, City of Palm Springs  
 Daryl Busch / Mark Yarbrough, City of Perris  
 Gordon Moller / Alan Seman, City of Rancho Mirage  
 Steve Adams / Andy Melendrez, City of Riverside  
 James Potts / Jim Ayres, City of San Jacinto  
 Ron Roberts / Jeff Comerchero, City of Temecula  
 Scott Farnam / Bridgette Moore, City of Wildomar  
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date) \_\_\_\_\_

BIDDER:

\_\_\_\_\_  
 Signature of Bidder  
 \_\_\_\_\_

Name

---

Title

---

Company