

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19th day of December 2023, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Mark Thomas & Company, a California Corporation, whose address is 2121 Alton Pkwy, Suite 210, Irvine, CA 92606 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide SR-60/Potrero Blvd Ph II Final Plans, Specifications and Estimates; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year(s) unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Development Impact Fees Study per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Mark Thomas as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Two Million, Seven Hundred Twenty Four Thousand, Three Hundred Eighty-eight Dollars and Zero Cents (\$2,724,388.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR

shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health

and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VI"). The insurer(s) shall be admitted and licensed to do business

in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, with all matters unrelated to Design Professional Services as defined in California Civil Code 2782.8 CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages incurred by CITY, to the extent actually caused by the CONTRACTORS's negligent acts, errors or omissions in the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. Notwithstanding the duty to indemnify and hold harmless, the Contractor expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense

of those claims specifically caused by the Contractor's negligence.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault. CONTRACTOR has no obligation to provide an immediate defense or to pay for any of the indemnities defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's final determined percentage of liability based upon the comparative fault of Contractor.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY or CONTRACTOR, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to the other party.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original-documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents: Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY. Any reuse by City for another project or project location shall be at City's sole risk.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data

or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of

public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: David Fenn
David Fenn, Mayor

CONTRACTOR:

Mark Thomas and Company

By: Zach Siviglia
Print Name: Zach Siviglia

Title: President

ATTEST:

By: Nicole Wheelwright
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____

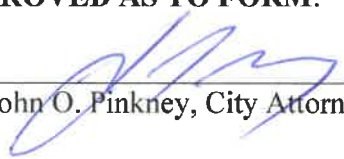

John O. Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

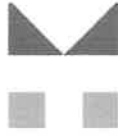
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

EXHIBIT "A"

PROPOSAL

(insert behind this page)



MARK THOMAS

November 16, 2023

City of Beaumont
560 E. 6th Street
Beaumont, CA 92223

Project No.: 21-00237

RE: Amendment – State Route 60 / Potrero Blvd Interchange Phase 2

Dear Robert:

Mark Thomas & Company, Inc. is pleased to submit this scope of work to complete the final Plans, Specifications, and Estimates (PS&E) for SR-60/Potrero Blvd Interchange Phase 2.

Attached is our scope of work, cost proposal, and updated rate sheets.

Thank you for the opportunity to provide this amendment for the project. Please call me at 805-701-9427 or email at djohnson@markthomas.com if you need any additional information or have any questions regarding this amendment.

Sincerely,

Darin Johnson, PE
Project Manager /Division Manager

MARK THOMAS

Enclosures: Exhibit A – Scope of Servies
Exhibit B – Compensation
Mark Thomas Billable T&M Rates



847 427-9606
16724 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92614

MARKTHOMAS.COM

EXHIBIT A

City of Beaumont – SR-60/Potrero Blvd Interchange Phase 2 Final Plans, Specifications, & Estimates

Mark Thomas will coordinate the following Scope of Work with the entire Project Team to complete the technical reports required to deliver the final plans, specifications and estimates for the Project. Generally, this will include project management, supplemental surveying, environmental revalidation, and final engineering. Mark Thomas will also coordinate all design submittals and QA/QC for the project design. Mark Thomas will serve as the central coordinator for all activities between the consulting team, California Department of Transportation (Caltrans), City staff, RCTC, and other regulatory agencies.

The project received approval of the environmental document on March 1, 2013. The initial construction schedule targeted 2015 to bring in a full interchange to the community, however the final design for Phase 2 was put on hold before final design was completed. Final design of Phase 2 resumed in 2018 and a 95% submittal was made to Caltrans in May 2019. Comments were received by Caltrans in July 2019 and the PS&E was put on hold again. After the 95% submittal, a traffic study was done that determined the WB Direct On-Ramp and the EB Direct On-Ramp could be eliminated, and the interchange would perform acceptably through the design year. This scope of work identifies the effort required to update plans, specs, estimates, reports and supporting documentation.

Assumptions:

- *The WB Loop On-Ramp is the only alignment with any significant changes. All other alignments will remain as designed in the 95% submittal made in July 2019.*
- *Mark Thomas will take the lead in monthly Project Development Team (PDT) meetings and will be responsible for the preparation of meeting agendas and minutes as well as coordination of meeting times and locations with Caltrans, the City of Beaumont (City), and RCTC.*
- *All deliverables will be in electronic format, except where noted.*
- *There will be two 95% and two 100% PS&E submittals and a Final Submittal*

The following scope of work outlines the tasks required to complete these tasks.

TASK 1 - PROJECT MANAGEMENT

1.1 Project Management

Mark Thomas will manage the project team, which includes managing the team, general project coordination, preparing contract paperwork, memo's, letters and e-mail, making phone calls, preparing invoices and monthly progress report and maintaining project files.

1.2 Project Meetings

Mark Thomas will establish a Caltrans Project Development Team (PDT) including members of the design team, City, Caltrans, RCTC and other individuals critical to the project delivery. This scope assumes a total of 14 virtual PDT meetings and 15 focused face-to-face meetings over the anticipated 14-month schedule.

1.3 Project Schedule

Mark Thomas will prepare and maintain a CPM schedule for the project. The CPM schedule will be updated and provided to the City. The CPM schedule will include agency review periods and utility/right of way items and quality control activities. The schedule will be used as a living document throughout the project.

1.4 Quality Assurance/Quality Control

Mark Thomas will complete and document an independent technical review of each major submittal.

TASK 2 – SURVEY, ROW, UTILITIES & ENVIRONMENTAL

2.1 - Utility Coordination

Based on the current understanding of the utility conflicts from Phase I of the project, it is anticipated that utility coordination for Phase II could require approximately 15 months minimum to complete. EPIC is currently reaching out to the utility owners for a timeline.

*Note: Kinder Morgan Energy Partners (KMEP) and Williams Pipeline (formerly Questar) are long lead time utility owners for engineering review of project plans and/or design of relocation plans.

EPIC will review and complete any outstanding Facility Map Requests (FMRs) and Utility Verification Letters (UVLs) with the utility owners that have not previously provided a response to bring the project utility files current for Phase II. The revised set of project plans will need to be provided to the utility owners for review for correctness of the description and depiction of the utility facilities delineated on the Utility Plan. Per Caltrans standards, utility owners are allotted 30 days response time.

Positive Location (potholing) will be required for underground utility facilities affected by the proposed project improvements; notably KMEP & Williams Pipeline, and potentially, Beaumont Cherry Valley Water District (BCVWD). Some of the potholing operations will require a Caltrans Encroachment Permit to complete. It is the responsibility of the pothole contractor to obtain all necessary State and Local permits.

Deliverables:

- *Pothole Report, sourced from pothole contractor*

EPIC will proceed with revising and issuing Relocation Claim Letter (RCLs) to all affected utility owners with facilities identified within the project limits and begin coordinating the preparation of relocation plans by the utility owners as necessary. EPIC will prepare Notice to Owner (NTOs) letters and Utility Agreements (UAs), as necessary, for those utility owners requiring relocation to accommodate the proposed project improvements. For utility owners not in conflict with the project, a 'No Conflicts' to Owner letters (NCLs) will be issued to close the utility file(s). PRIME will review and approve all relocation plans for compatibility with the proposed project improvements.

Deliverables:

- *RCL liability responses; utility owners allotted 60-120 days response time per Caltrans*
- *Relocation plans, sourced from utility owners; 6-12 months (TYP)*
- *Notice to Owners (NTOs)*
- *Utility Agreements (UAs); as needed*
- *'No Conflicts' to Owner Letter (NCLs); as needed*

EPIC will provide Utility Certification (Liability Certification) packages for all affected utility owners for project ROW certification and assist the project with utility certification. EPIC will also prepare and submit Resident Engineer (RE) files for the Construction Management team.

Deliverables:

- *Utility Certification (Liability) Package per Caltrans standards*
- *RE Utility file(s)*

2.2 – Supplemental Topo/Field Survey

Base mapping was previously updated in 2019 to reflect the construction of Phase I. A budget of two weeks of supplemental survey is assumed to allow for topo updates that may be required due to existing condition changes over the last four years.

Deliverables:

- *Supplemental Topo / Field Survey*

2.3 – Right of Way

The City began to work on right of way after receiving initial PAED and obtained the majority of the right of way needed for the project, but the project was put on hold in late 2014.

In the summer of 2016, the City began working with Caltrans again and brought in consultants to assist in its effort to deliver the project as committed in the project environmental document. In September 2016, the City of Beaumont sought the services of Epic Land Solutions to assist with the remaining tasks associated with right of way.

In June 2017, Epic assisted the City of Beaumont in preparing the Right of Way Certification by replicating and re-signing documents obtained in acquiring the necessary right of way by the City following a loss of possession of the originally executed documents. Below is an analysis of rights previously acquired and rights needed to certify Phase II of the project.

Right of Way Status Analysis and Scope of Work**Carmen Hall, Trustee****Acquired R/W from Certification**

- Dedication – 21977-1, 2

NOTE: The R/W Appraisal Maps call out necessary right of way as 21977-1; however, 21977-1 and 2 were acquired. R/W Appraisal Maps should be updated.

Current Acquisition Status

The City entered into a Possession and Use Agreement in May 2017 which stated that the property owner would grant the City the necessary right of way and allow the City to have immediate possession and right to record the deeds pending payment at a later date. The agreement states that the City has the right to defer payment for up to 12 months following the agreement or until construction commences, whichever occurs first. If the City were not to make payment within the 12-month window, the City would revert ownership back to the property owner within 30 days.

At this time, it is unclear if payment was made to the property owner to finalize the transfer of ownership. This should be confirmed with the City.

This parcel is potentially landlocked based on the construction of a proposed wall. Previously, the City was working on obtaining access from the adjacent parcel owner. Coordination with RCTC and the City will be needed to determine if these rights were obtained. There is a cell site on property that would be impacted if there was no access to the property. Access would also be required for the maintenance of existing utilities.

Scope:

If payment by the City has not been made, it may require the need to re-acquire the permanent rights for the property. In this case, an appraisal would be prepared along with a formal appraisal review report and a new offer to acquire would be presented to the property owner.

Determination of access rights to the parcel need to be determined. If access has not been provided by the adjacent property owner, steps will be required to ensure access can be maintained. This would be achieved by obtaining the rights from adjacent owner or a full purchase of the parcel.

ASM Beaumont LLC**Acquired R/W from Certification**

- ROW Dedication – 21978-1
- ROW Dedication – 21978-2
- Drainage Easement – 21978-3
- Temporary Construction Easement – 21978-4
- ROW Dedication - 21978-5
- Slope Easement – 21978-6

Current Acquisition Status

The City entered into a Possession and Use Agreement in June 2017 which stated that the property owner would grant the City the necessary right of way and allow the City to have immediate possession and right to record the deeds pending payment at a later date. The agreement states that the City has the right to defer payment for up to 12 months following the agreement or until construction commences, whichever occurs first. If the City were to not make payment within the 12-month window, the City would revert ownership back to the property owner.

At this time, it is unclear if payment was made to the property owner to finalize the transfer of ownership. This should be confirmed with the City.

The City acquired a temporary construction easement. The TCE deed states that the TCE commences upon Notice to Proceed provided by the City and shall expire 3 years from that date. Six years have lapsed since the TCE deed was recorded. It is recommended that a new appraisal related to the TCE be prepared and the rights be acquired from the property owner providing a clear start timeline, in line with Caltrans guidelines.

Scope:

The TCE will need to be re-acquired. A new appraisal report and appraisal review will be prepared, and deeds drafted for the TCE area providing a clear start timeline, in line with Caltrans guidelines and a new offer to acquire would be presented to the property owner.

If payment by the City has not been made for the permanent rights, it would require the need to re-acquire these areas. In this case, a valuation for the permanent rights would be included in the appraisal scope that is being prepared for the TCE and a new offer to acquire would be presented to the property owner.

Potrero 40 LLC

Acquired R/W from Certification

- ROW Dedication – 21979 -1
- Slope Easement – 21979-2
- Drainage Easement – 21979-3
- TCE – 21979-4
- ROW Dedication – 21979-5

NOTE: The R/W Appraisal Maps call out necessary right of way as 21979-1 through 4; however, 21979-5 was also acquired. e.

Current Acquisition Status

The property owner granted the City a TCE in 2014 with an 18-month duration beginning June 30, 2017. This TCE is now expired and will need to be re-acquired.

Scope:

A new appraisal report and appraisal review will be prepared, and deeds drafted for the TCE area providing a clear start timeline, in line with Caltrans guidelines and a new offer to acquire would be presented to the property owner.

David Ricker DBA American Trust Deed Services

Acquired R/W from Certification

- Slope Easement – 21982-1

NOTE: The R/W Appraisal Maps do not call out necessary right of way for 21982-1; however, it was 21982-1 and 21982-2 that was acquired. R/W Appraisal Maps should be updated.

Current Acquisition Status

Property rights previously acquired.

Scope:

No action needed.

LV Heartland LLC

Acquired R/W from Certification

- ROW Dedication – 21880-1
- ROW Dedication - 21980-2
- TCE – 21980-4

Current Acquisition Status

In July 2014 parcel Map 34880 was approved by the City which included 5 lettered lots for dedication. In May 2017 the City of Beaumont accepted those parcels at a City Council meeting held on May 2, 2017.

Property rights previously acquired.

Scope:

No action needed.

Trinity Partners LLC

Acquired R/W from Certification

- ROW Dedication – 21981-1, 2
- ROW Dedication – 21981-3
- ROW Dedication - 21981-4
- Drainage Easement – 21981-5, 6-, 7
- TCE – 21981- 8, 9, 10, 11

Current Acquisition Status

- The property owner executed an Acknowledgement for Donation for the necessary right of way which was executed in June 2017. The TCE deed states that it is effective as of the date of recording and shall expire upon Notice of Completion of the project construction.

Scope:

It is recommended that the TCE be re-acquired. It is recommended that a new appraisal related the TCE area be prepared, and the rights be acquired from the property owner providing a clear start timeline, in line with Caltrans guidelines and a new offer to acquire would be presented to the property owner.

Inter-agency Transfers

It appears from updates Epic has received on the project that there are three locations where rights would need to be transferred between the City and Caltrans.

Scope:

Epic will coordinate with the RCTC, the City of Beaumont and Caltrans to convey the rights necessary for the project.

Acquisition of Additional TCEs and R/W

There are additional TCEs that are required for the project at two locations and right of way may be required from an additional two locations yet to be determined.

Scope:

An appraisal report will be prepared and reviewed by a third-party appraiser. An offer package will be prepared and presented to the property owners to acquire the necessary rights.

Assumptions:

- Assumes 32 client meetings, monthly status report preparation, and related tasks.
- Assumes 7 parcels with 7 unique owners are impacted.
- Assumes 7 appraisals will be prepared.
- Appraisal summary statements will be provided for each appraisal.
- Assumes Client will provide Right of Way document templates. Epic can provide for an additional fee.
- Assumes appraisal reviews will be desk reviews.
- Assumes legal descriptions and plat maps will be provided by others.
- Assumes eminent domain support will include impasse letters, and copies, owner files and diaries sent to the attorney. Additional eminent domain services can be provided for additional fee.
- Assumes 7 partial acquisitions only, no full acquisitions or relocations.
- Assumes no Phase I or Phase II Site Assessments are required from Epic.
- Assumes project has no delays and that scope can be completed within 16 months from NTP.
- Deposition, court testimony and expert witness fees are additional, to be compensated on a time and materials basis.
- This proposal does not include fees for litigation guarantees. If litigation becomes necessary, Epic will obtain a market-competitive price to obtain a litigation guarantee from a third-party title company. The cost of litigation guarantees vary depending on the number required and the value of the property acquisition at the time of litigation. Litigation guarantees will cost a minimum of \$750 per file.
- Appraisal Reports will be completed within 12 weeks of Notice to Proceed (NTP) and the appraiser's receipt of all pertinent documents (e.g., preliminary title reports, appraisal maps, legal descriptions, plat maps, mitigation plans).

2.4 – Right of Way Requirements Mapping

Mark Thomas will prepare a right of way requirements map based upon the interchange design and the existing right of way appraisal map dated 2009 to identify permanent and temporary right of way needed in addition to the right of way that has previously been acquired by the City. Mapping will identify necessary areas for acquisition, existing underlying ownership information and impacts to existing easements as can be determined from available information. Land rights required for utility relocation (as best understood prior to final utility company prepared utility relocation plans) will also be depicted on the right of way requirements mapping. Mapping will be provided in PDF format. At this time, there are 5 TCE's that are anticipated and no permanent right of way requirements beyond what has previously been acquired by the City.

Deliverables:

- *Draft and Final Right of Way Requirements Map.*

2.5 – Right of Way Appraisal Mapping

The scope of this task is to prepare right of way appraisal maps based upon proposed acquisitions determined. The acquisitions do not include the existing right of way the City has previously acquired. It is assumed to include 5 TCE's and no additional permanent right of way beyond what has previously been acquired by the City.

Deliverables:

- *Draft Right of Way Appraisal Map.*

- *Final Right of Way Appraisal Map.*

2.6 – Plats and Legal Descriptions

Up to 5 plats and legal descriptions will be prepared and shall conform to California Land Surveyor’s Act requirements. Plats and legal descriptions will be submitted to RCTC and City for review and comment and will be updated once based upon those comments. Additional rounds of review and revision will be performed as supplemental service.

Deliverables:

- *Plat and Legal Descriptions for fee take acquisition and TCE needs (2 hard copies and PDF format)*

2.7 – Environmental Revalidation

The scope of this task is to provide a third Caltrans CEQA/NEPA Environmental Revalidation (herein referred to as Third Caltrans Revalidation) for the project for the removal of direct westbound and/or direct eastbound on-ramps from the project design.

- Prepare draft and final Third Caltrans Revalidation for removal of the direct westbound and/or direct eastbound on-ramps, per Caltrans’ request and per the Caltrans Standard Environmental Reference.
- This Third Caltrans Revalidation will be prepared based on the approved environmental document (3/1/2013) and the second Revalidation approved on November 20, 2020.
- New Biological Delineation and Biological Resources Review (see Task 2.9).

Deliverables:

- *Draft third Caltrans Revalidation for City review/approval.*
- *Draft and Final third Caltrans Revalidation document for Caltrans review/approval.*

2.8 – Environmental Regulatory Permit Modifications

The scope of this task is to obtain permitting approval (USACE 404 Nationwide Permit, RWQCB 401 Certification, and CDFW 1602 Agreement) for impacts to jurisdictional waters. The project was previously permitted under the 2017 Nationwide Permit Program (expired March 18,2022). Pending what a new Biology Report indicates, there is a possibility of reducing the amount of compensatory mitigation fees required by the Project associated with the permanent removal of the direct eastbound and westbound on-ramps.

- Prepare permit applications (404/401), amendment (1602), and submit to regulatory agencies.
- Coordination with the regulatory agencies.

Deliverables:

- *Draft permit modification amendment requests.*

2.9 – Jurisdictional Delineation and Biological Resources Verification

Under contract to Moffatt & Nichol, SWCA proposes the following tasks to be conducted to evaluate current site conditions for aquatic and biological resources within the Phase 2 project area of the State Route (SR) 60 Potrero Interchange Project (Phase 2). Phase 1 work for the project has been completed but certain previous permits expired. Phase 2 work includes incorporation of a design revision by removal of the prior planned ramps that were previously authorized. This scope of work is limited to review within Phase 2 (120 acres). Coordination time with Moffatt and Nichol is also included below to discuss project revisions, impacts, and ensure the best approach for environmental planning and permitting needs. In summary, updated site condition information is needed.

2.9.1 Delineation Conditions Review

2.9.1.1 Desktop Search & Field Conditions Review

SWCA wetland scientists will conduct an updated desktop review of U.S. Geologic Survey National Hydrography Dataset, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory, and aerial imagery to assess whether information may have changed. Moffatt and Nichol will provide SWCA the previous delineation report (and spatial data) which will be reviewed to understand prior jurisdictional waters previously considered.

Two SWCA delineators will conduct a field review by comparing site conditions to previously delineated aquatic resources and noting differences in conditions. Delineators will collect up to 4 wetland determination sampling plots to evaluate and/or confirm wetland conditions in comparison to previous conditions. SWCA has estimated 3 days of field work by two people. SWCA will use a tablet and Field Maps application to record observed changes. A full updated delineation is not within the scope of work because it is not yet known the extent to which site conditions may have changed since the last delineation report. Evaluation of biological conditions would occur concurrently as described in Task 2.9.2 below.

2.9.2 Delineation Conditions Memo

SWCA will prepare a Delineation Conditions Memo for the 120-acre Phase 2 area describing if site conditions have changed, and if so, at what locations. We will provide written descriptions of each drainage and/or aquatic feature and a map showing the location of any feature changes. Current Waters of the United States regulations will be considered during field review to indicate potential jurisdictional status.

2.9.2 Biological Resources Conditions Review

2.9.2.1 Desktop and Field Conditions Review

SWCA biologists will conduct an updated desktop review of special status species by searching USFWS Information for Planning and Consultation (IPaC), California Natural Diversity Database, California National Plant Society other available desktop data, and aerial imagery to assess whether information may have changed. Moffatt and Nichol provided SWCA the previous biological resources report (and associated spatial data) which will be reviewed to understand prior resources previously considered.

Once completed, our biologists will conduct a field survey of the 120-acre Phase 2 area. We will record current changes to biological conditions, vegetation alliances as appropriate, and update flora and fauna lists if needed.

2.9.2.2 Biological Resource Memo

SWCA will prepare a Biological Resources memo reflecting biological resource conditions in the Phase 2 project area. The memo will include updated desktop dataset data, field observations, maps, a description of conditions, a summary of potential changes in conditions compared to the prior biological resources assessment and aerial imagery, and summary of potential considerations associated with anticipated permit needs.

2.9.3 Coordination

SWCA will coordinate with Moffatt and Nichol up to 6 hours to discuss project revisions, impacts, and approach.

Assumptions:

- The Iteris Draft traffic study (dated December 29, 2022) provided to M&N will include all traffic information needed for Caltrans, and no additional traffic analysis will be needed.
- Project design changes will remain within the current right-of-way and project footprint/study areas analyzed in the original environmental document and subsequent Environmental Revalidations. A shift outside of these areas will trigger the need for a more robust analysis and likely require additional authority to augment the analysis.

- No additional environmental technical studies/memos or technical study updates/amendments/addendums will be needed. If any are determined necessary, a new scope and fee will be prepared.
- This proposal assumes one round of Mark Thomas/City review of the draft third Caltrans NEPA Environmental Revalidation before Caltrans submittal and one round of Caltrans review before Caltrans approval. Additional rounds of review may require additional authority.
- The fee includes up-to 12 staff hours for conference calls with the Team and Caltrans. Unused hours will not be billed. Additional meeting attendance may require additional authority. No in-person meetings have been scoped to reduce costs.
- To reduce M&N fees, Mark Thomas will provide the new impact calculations to M&N based on the revised CAD and overlaid with the jurisdictional waters boundaries.
- This proposal is good for 90 days and assumes the estimated schedule below. Project delays outside of M&N's control that deviate more than 6 months from the estimated schedule may require an updated proposal.
- All submittals will be electronic to reduce production costs.

TASK 3 – ENGINEERING SUPPORT

3.1 – Supplemental Project Report

The Project Report was prepared and approved in March 2013. A Supplemental Project Report will be prepared documenting the removal of the WB Direct On-Ramp and the EB Direct On-Ramp. It is assumed that the Supplemental Project Report will be a minimal document of approximately 20 – 25 pages that will summarize the project changes.

Deliverables:

- *Supplemental Project Report*

3.2 – Supplemental Design Standard Decision Document

Design Standard Decision Documents (DSDD) were prepared and approved during the previous design phases. It is assumed there are no new features identified at this time that do not meet current Caltrans Design Standards, and it is assumed a Supplemental DSDD will need to be prepared documenting the removal of the two direct on-ramps and the non-standard features associated with those two ramps.

Deliverables:

- *Supplemental Design Standard Decision Document*

3.3 - Drainage Report

Mark Thomas will update the drainage report and submit it to the City, and Caltrans for review. The update will include removal and/or updating of drainage systems impacted by the removal of the two direct on-ramps.

Deliverables:

- *Drainage Report*

3.4 - Storm Water Data Report

Mark Thomas will update the Storm Water Data Report (SWDR) for the PS&E phase. The report will be submitted to the City, and Caltrans for approval.

Deliverables:

- *Storm Water Data Report*

3.5 – Traffic Management Plan (TMP)

Mark Thomas will update the Transportation Management Plan (TMP) for the project. The TMP will conform to Caltrans TMP Guidelines by addressing project strategies and approaches to reduce traffic impacts of construction through Public Information, Motorist Information, Incident Management Strategies, Construction Strategies and Alternative Route Strategies. The TMP will include calculations for lane closures and preparation of lane closure charts. Mark Thomas will update the TMP for the 95% project completion milestones. The TMP checklist will be updated at the 100% and RTL milestones and the final report at the 95% stage will be reproduced with the updated TMP checklist attached. This scope of work assumes that PIMS hourly traffic count data is available within the project limits. This scope assumes that a separate lane closure report will not be required, and all lane closure information will be contained in the TMP. The scope excludes conducting traffic counts, although counts can be conducted as an additional out of scope service.

Deliverables:

- *Traffic Management Plan*

3.6 – Geotechnical Design & Materials Report

Terracon Consultants, Inc. (Terracon), under subcontract with Mark Thomas, will provide geotechnical design services to support the update of plans, specifications and cost estimates. Terracon previously prepared a Foundation Report for design and construction of the existing bridge. Two of the borings performed for that investigation (A-10-001 and A-10-002) were advanced very near the alignment of the proposed new retaining wall No. 5. Therefore, Terracon plans to use those borings for our analysis of the proposed wall. Terracon also previously prepared a Geotechnical Design Report that included subsurface information for the five sign locations, which have not changed. Additional exploratory borings and laboratory testing are not included in our scope of services. If additional borings are required by Caltrans, this will require a modification to our fee.

Data from previous field and laboratory programs, along with as-built information provided to Terracon, will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for the retaining wall. If required, Terracon will also confirm that foundation design assumptions for overhead signs in the new Standard Plans are applicable to the five originally planned overhead signs. A Preliminary foundation report (PFR) will be prepared during the wall type selection. The PFR will be prepared using the existing subsurface information and available data. After wall type selection, a Foundation Report (FR) will be prepared with final design level recommendations expanding on preliminary recommendations provided in the PFR. Log of Test boring sheets from our previous bridge foundation report will also be included in the FR for reference. Terracon will review the new Caltrans Standard Plans for the five overhead signs and confirm that the soil conditions described in our GDR are consistent with the Standard Plan assumptions.

The retaining wall deliverables will follow the Caltrans Foundation Report for Earth Retaining Systems guidelines, dated January 2021, as applicable:

Deliverables:

- *Preliminary Foundation Report*
- *Foundation Report*
- *Overhead Sign Geotechnical Memorandum*

Assumptions:

- *Field exploration (borings) or laboratory testing are not included in this scope of work.*
- *“As-built” Log-of-Test Boring (LOTB) sheets from our previous report will be included, however, drafting/updating to create new LOTB is not included in our scope.*
- *Preparation of supplemental reports and letters, unless specified in the above scope of work, are not included in our fee estimate.*

4.0 – PLANS, SPECS, & ESTIMATE (PS&E)

The PS&E package will be prepared in conformance with Caltrans design and drafting standards. PS&E packages will be submitted at First 100% Submittal (Task 4), Second 100% Submittal (Task 5), and Final (Task 6) stages of completion as described below. The total plan package will be developed over a series of submittals which are described below with the following plan sheets comprising the final plan package:

Roadway Plans

Mark Thomas will prepare Roadway Plans to current City and Caltrans standards.

It is anticipated that the following roadway sheets will be prepared.

Description	Estimated Number of Sheets
Title Sheet	1
Typical Cross Sections	7
Key Map	1
Project Control	1
Layouts	10
Profile and Superelevation	13
Construction Details	21
Erosion Control	11
Contour Grading	9
Drainage Plans, Profiles, Quantities and Details	65
Sanitary Sewer Plans, Profiles, and Details	4
Utility Plans	10
Construction Area Signs	1
Motorist Information Plans, Details and Quantities	3
Stage Construction and Traffic Handling Plans	32
Pavement Delineation Plans, Quantities and Details	17

SCOPE OF WORK

11/16/2023

Sign Plans, Quantities and Details	24
Summary of Quantities	5
Planting and Irrigation Plans	25
Electrical Plans, Details and Quantities	22
Total Estimated Roadway Plan Sheets	282 sheets

Structure Plans

Mark Thomas will prepare Structure Plans for San Timeteo Creek Br (Widen), Retaining Wall #1, Retaining Wall #4, and Retaining Wall #5.

Assumptions

- *It is assumed San Timeteo Creek Br (Widen) PS&E will be updated based on most recent Caltrans comments, and updated Caltrans criteria.*
- *It is assumed Retaining Wall #1 PS&E will be updated based on most recent Caltrans comments, and updated Caltrans criteria.*
- *The location of the edge of shoulder in front of Retaining Wall #4 will move closer to the mainline due to the removal of the EB Direct On-Ramp. If a wall is still required after the geometric changes, it is assumed the location of the wall will remain in the current location to provide the addition of a future EB Direct On-Ramp if required at some point in the future.*
- *Retaining Wall #5 will be a new wall designed under the existing Potrero Blvd Overcrossing to provide for the design of the realigned WB Loop On-Ramp.*

It is anticipated that the following structure sheets will be prepared.

Description	Estimated Number of Sheets
Retaining Wall No. 1 General Plan	2
Retaining Wall No. 4 General Plan	1
Retaining Wall No. 5 General Plan	1
Retaining Wall Details	6
Retaining Wall Log of Test Borings	1
General Plan	1
Index to Plans	1
Foundation Plan	1
Bridge Removal Details	1
Abutment Layout	2
Abutment Details	1
Pier Layout	1
Typical Section	1
Slab Reinforcement Details	2
Log of Test Borings	5
Total Estimated Structure Plan Sheets	27 Sheets

Freeway Interchange Improvement Plans

Freeway interchange improvement plans will follow Caltrans plan format. Typical cross sections and layouts will be provided. Construction details will be required for pavement elevation conforms and vertical control.

Drainage Plans

Culverts, ditches, inlets, and other drainage features will be shown on the drainage plans. Drainage systems will be numbered with letters assigned to individual drainage items. Drainage profiles will be on separate sheets, followed by drainage details and drainage quantities. Details will be required for any City or County standards, including manholes.

Erosion Control Plans

Erosion control plans including planting requirements for biostrips and bioswales within the project limits will be prepared. Erosion control plans will be prepared in conformance with current Caltrans requirements.

Utility Plans

Utility plans will be prepared which depict mapped utility facilities at the time of the start of construction. Utility facilities to be relocated by the contractor will be shown, while facilities to be relocated by others will be shown. Any utility facilities that will be relocated prior to construction will be shown as an existing condition.

Traffic Handling/Stage Construction Plans

Traffic handling plans will be prepared for stage construction. This scope assumes a total of two stages. These plans, which will include temporary signing, assume that existing pavement grades will be maintained.

Planting and Irrigation Plans

Planting and Irrigation plans will be prepared showing landscaping required for the interchange plans.

Electrical Plans

Electrical plans will be prepared including sign illumination, closed circuit television system, ramp metering, interconnect conduit and cable, and signals. The electrical PS&E will include permanent electrical systems.

Specifications

Mark Thomas will prepare specifications for the project. The special provisions will follow Caltrans Standard Special Provisions (SSPs) and Standard Plans. It is understood that RCTC will Advertise, Award and Administered the project.

Construction Cost Estimates

Mark Thomas will prepare an itemized engineer's estimate at all submittal stages of the project. The format will be similar to the Caltrans Basic Engineering Estimating System (BEES) format. The unit costs will be determined by reviewing similar recent project bid summaries, recent similar Caltrans Contract Cost Data book, the California Highway Construction Cost Index information and reviewing the Caltrans ESC site for unit costs.

Contract Plan Preparation

Plans will be prepared for each bid package and submitted at the 95% Submittal, 100% Submittal and Final stages. Plan submittals will be in electronic PDF format.

6.4 – Resident Engineers (RE) File

Mark Thomas will prepare and compile the Resident Engineers (RE) file prior to RTL. RE file will include critical project information including quantity calculation back-up, environmental commitments, environmental documentation, environmental permits, project correspondence, and design notes to the RE.

6.5 – Ready To List – (RTL) File

Mark Thomas will prepare the Ready to List Certification Form and compile the required documents.

7.0 – CONSTRUCTION SUPPORT**7.1 – Bid Support**

Mark Thomas will assist RCTC during the bidding process; this scope assumes that RCTC will advertise, award, and administer the construction contract. The work may include, but not limited to, answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period.

7.2 – Construction Support

Mark Thomas will provide construction support. The scope will include:

- Participate in progress/field meetings.
- Address technical questions related to the plans, specifications, and design intent.
- Address Requests for Information (RFIs).
- Assist in reviewing submittals such as shop drawings, samples of construction material, and product data as required in the construction documents. MT's review and action shall only be for conformance with the design concept of the Project and with the information given in the construction documents. MT's review of any Contractor prepared drawings shall not relieve the Contractor from their sole responsibility for dimensions, quantities, calculations, weights, fabrication processes, construction means and methods, and coordination of trades or safety factors related to construction.
- Assist in reviewing/preparation CCOs including engineering analysis. MT's review and action shall be for conformance with the design concept of the Project and with appropriate construction specifications and details.
- Provide adjustments and revisions to design, based upon unanticipated and/or unknown field conditions encountered during the course of construction.

7.3 – Record Drawings

Mark Thomas will prepare record drawings from contractor and construction as-built drawings and markups.

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2024

Engineering

Intern	\$50 - \$90
Technician	\$68 - \$138
Design Engineer I	\$89 - \$156
Design Engineer II	\$112 - \$189
Sr. Technician	\$118 - \$189
Civil Engineering Designer	\$118 - \$215
Project Engineer	\$148 - \$198
Sr. Project Engineer	\$166 - \$228
Sr. Technical Engineer	\$166 - \$228
Technical Lead	\$183 - \$270
Sr. Technical Lead	\$222 - \$338
Design Manager	\$299 - \$374
Engineering Manager	\$311 - \$361
Sr. Engineering Manager	\$331 - \$472

Construction Management

Office Technician	\$65 - \$107
Office Engineer	\$112 - \$215
* Asst. Resident Engineer	\$163 - \$299
* Inspector - CM	\$126 - \$333
Project Controls/Scheduler	\$157 - \$296
Resident Engineer	\$213 - \$325
Sr. Resident Engineer	\$266 - \$358
Area Manager - CM	\$311 - \$472

Planning

Planner I	\$83 - \$116
Planner II	\$92 - \$159
Sr. Planner	\$112 - \$189

Landscape Architecture/Urban Design

Landscape Intern	\$50 - \$90
Landscape Designer I	\$80 - \$119
Landscape Designer II	\$98 - \$150
Landscape Architect	\$112 - \$202
Sr. Landscape Architect	\$121 - \$224

Grant Writing

Funding Specialist	\$112 - \$221
Sr. Funding Specialist	\$154 - \$238
Funding Manager	\$260 - \$342

Surveying

Survey Technician I-III	\$56 - \$179
Lead Survey Technician	\$121 - \$195
Survey Specialist I-III	\$104 - \$275
Asst Surveyor I-III	\$104 - \$185
Project Surveyor I-III	\$153 - \$277
* Chief of Party	\$163 - \$238
* Instrumentperson	\$151 - \$211
* Chainperson	\$142 - \$200
* Apprentice	\$83 - \$159
* 2-Person Crew	\$306 - \$438
* 3-Person Crew	\$392 - \$484
* Utility Locator	\$129 - \$208
* 2-person Utility Locate	\$266 - \$426

Project Management & Oversight

Project Manager	\$183 - \$270
Sr. Project Manager	\$222 - \$338
Survey Manager I-II	\$203 - \$293
Division Manager	\$251 - \$423
Principal	\$408 - \$488

Project Support

Technical/Sr. Technical Writer	\$62 - \$182
Project/Sr. Project Assistant	\$71 - \$140
Project/Sr. Project Coordinator	\$98 - \$179
Graphic/Sr. Graphic Designer	\$104 - \$195
Project/Sr. Project Accountant	\$106 - \$189
Sr. Graphic Manager	\$148 - \$218
Project Accountant Manager	\$163 - \$228

District Management

* Inspector - Apprentice	\$62 - \$111
* Inspector/Sr. Inspector	\$101 - \$163
Assistant/Associate Sanitary Engineer	\$142 - \$215
Sanitary/Sr. Sanitary Project Engineer	\$169 - \$293
Operations/Deputy District Manager	\$231 - \$351
District Manager-Engineer	\$325 - \$384

Special Services

Expert Witness	\$494
Strategic Consulting	\$494

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%*. **Mileage** will be billed per *current IRS Rate*.

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2024; rates are subject to escalation with new hourly rate schedule as of July 1, 2024.

** These charge rates are subject to Prevailing Wage laws and Union contract.*

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 15
Effective Date: 09/15/2023

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 15

Effective Date: 09/15/2023



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Table with 1 column and 3 rows. Header: SCHEDULE. Row 1: Name Of Person Or Organization: ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: 1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA74987XX (1-15)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 17

Effective Date: 09/15/2023



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7040183912

Policy Effective Date: 09/15/2023

Policy Page: 79 of 223



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7040183912

Policy Effective Date: 09/15/2023

Policy Page: 58 of 223