

**AGREEMENT FOR PROFESSIONAL SERVICES
HDR ENGINEERING**

SR-74/I-15 INTERCHANGE IMPROVEMENTS PA&ED PHASE – PROJECT MANAGEMENT

This Agreement for Professional Services (the "Agreement") is made and entered into as of January 9, 2018, by and between the City of Lake Elsinore, a municipal corporation ("City") and HDR Engineering ("Consultant").

RECITALS

The City has determined that it requires the following professional services: development of a Project Report (PR) and Environmental Document (ED); and Plans; for the I-15 and SR-74 Interchange Project in the City of Lake Elsinore.

A. Consultant has submitted to City a proposal, dated October 30, 2017, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **ONE MILLION NINE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS (\$1,992,526)** without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff..

5. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, 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 that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all 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 City. City 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 City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & 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 City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. 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 City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City

may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

8. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

9. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of and to the extent of Consultant's negligence or other wrongful conduct in the performance of this agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out the sole negligence, active negligence or willful misconduct of the City, its officers, agents, employees or volunteers

15. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404

covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
 Attn: City Manager
 130 South Main Street
 Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
 Attn: City Clerk
 130 South Main Street
 Lake Elsinore, CA 92530

If to Consultant: HDR Engineering
 Attn: Mark Hager
 2280 Market Street, Suite 100
 Riverside, CA 92501

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit A. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit A without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

27. Prohibited Interests. 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, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.


28. 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, handicap, 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.

29. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"
CITY OF LAKE ELSINORE, a municipal
corporation



Grant Yates, City Manager

"CONSULTANT"
HDR Engineering



Principal/Vice President

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Attachments: Exhibit A - Consultant's Proposal

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"
CITY OF LAKE ELSINORE, a municipal
corporation



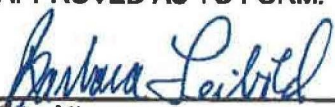
Grant Yates, City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

"CONSULTANT"
HDR Engineering



Principal/Vice President

Attachments: Exhibit A - Consultant's Proposal

EXHIBIT A

Scope of Work & Fee Schedule

**SCOPE OF WORK
PROJECT REPORT & ENVIRONMENTAL DOCUMENT (PA/ED) FOR THE
I-15 & SR 74 INTERCHANGE**

PROJECT DESCRIPTION

The Interstate 15 & State Route 74 Interchange is located on Interstate 15 (I-15) at Post Mile 22.26, approximately 1.6 miles north of the Main Street Interchange and about 1.8 miles south of Nichols Road Interchange. The Project is anticipated to achieve the goal of reducing congestion during peak hours by modifying the existing undercrossing interchange from a tight diamond interchange to a diverging diamond interchange (DDI) or combination of other interchanges to include hook or loop ramps to handle 2045 traffic volumes. Caltrans is the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance. The PSR-PDS was completed by the City and Caltrans and since completion has been determined that the build alternatives studies are flawed and are not economical to build due to significant impacts to local businesses and properties under development. After three Conceptual Alternatives are developed for PA/ED and early Technical Studies are completed, and the alternatives will be screened with the City and Caltrans District 8 to determine which concepts are deemed as viable economically and operationally with the best cost benefits for the Project. The PA/ED phase will be accomplished for the most viable and cost effective build alternative with development of GADs that will be approved by Caltrans District 8. PA/ED services will be complete with GAD, Fact Sheet, Project Report and Environmental Document approval.

STANDARDS

All documents shall be prepared in accordance with current, Caltrans, Riverside County (County) and City of Lake Elsinore (City) regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

SCOPE OF SERVICES

The scope of services between and CONSULTANT is development of a Project Report (PR) and Environmental Document (ED); and Plans; for the I-15 and SR 74 Interchange Project (Project) in the City of Lake Elsinore (EA: 0G5200). TUMF, Sales Tax Measure A Funds, and City Funds may be used to cover the cost of the preparation of the PA/ED.

Three Build Alternatives as referenced in the scope reconfigures the interchange beneath I-15 as in various ways to minimize capital cost and provide operational capacity through 2045. The on-/off-ramps will be evaluated in place and with widened to accommodate the re-configuration as a DDI. The on-ramps will also be widened to accommodate the DDI configuration and an additional lane including a CHP enforcement area, HOV by-pass lane, and ramp metering for on-ramps will be considered. For the remaining two design concepts with ramp realignments will be considered in the build environment considering capital cost, operations, community/business impacts, and environmental impacts in the project area along with local street improvements to serve a reconfigured interchange concept.

A noise barrier (sound wall) may be considered in a shoulder adjacent or R/W adjacent configuration next to the ramp outside shoulders or adjacent properties as part of the Noise Study Report and Noise Abatement Decision Report (optional task) should it be needed as part of this project.

Reconfiguring the interchange to a DDI will likely confine improvements to the existing R/W between Collier Avenue on the west and Dexter Avenue at the east (about 1800 linear feet along existing SR 74-Central Avenue) in addition to the following ramp improvements:

- Widening of NB on-ramp with the addition of an auxiliary lane: about 1200 feet;

- Widening of NB off-ramp to a dual lane exit: about 1000 feet;
- Widening of SB on-ramp with the addition of an auxiliary lane: about 1200 feet;
- Widening of SB off-ramp to a dual lane exit: about 1000 feet;
- Join/maintain existing driveways along SR 74 (Central Avenue);

GENERAL ASSUMPTIONS

- One (1) build alternative will be carried forward as the locally preferred alternative in the Project Report/Environmental Document (PA/ED) phase for the Project Report and Environmental Document with the two (2) other concepts for cost and operational comparisons.
- It is assumed that and the City of Lake Elsinore will provide one round of consolidated written comments on draft deliverables herein.
- CONSULTANT will provide electronic versions of the final deliverables herein to and/or City of Lake Elsinore for project records.
- It is assumed that Caltrans will issue no more than two round of written comments on deliverables herein (draft & final).
- All conceptual plans and GADs will be prepared in accordance with Caltrans formatting and CADD standards as defined in the most current version of the Caltrans CADD Users Manual.
- It is assumed there will be no enhancements, improvements, rehab, widening, or the addition of auxiliary, nor acceleration / deceleration lanes, or HOV / Express Lanes along the I-15, or any other work on the freeway mainline.
- Aesthetics will be per the established City or Caltrans standards, procedures and policies. No special aesthetics corridor or City planning document will be considered as part of the scope of work.
- The type of Environmental Document will be a IS/EA for CEQA and NEPA and will be reviewed by Caltrans.
- It is assumed the existing bridge and existing tie-back walls will remain in place and will not be modified to require an APS. If bridge modifications are required this can be considered optional work to complete the PA/ED alternatives study to objectively analyze rough order of magnitude costs for alternative comparison purposes.
- It is assumed two Design Variations or Options beyond the one locally preferred build alternative will be included in this scope of work for concept development.
- ACM and LBP Testing is not included.

GENERAL EXCLUSIONS

- Biological Assessment
- Extended Phase 1 and Phase 2 Archaeological Documentation, Cultural Data Recovery
- Section 4F and 6F
- Deeds, Legal Descriptions and Exhibits, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds and Plats, Appraisals, Acquisition, Relocation Assistance, Right of Way Condemnation
- Utility Summary Report
- Utility Relocation Plans
- Utility Agreements (Relocation Agreements, Joint Use Agreements, Consent to Common Use

Agreements)

- Exceptions to Encroachment Policy
- Funding Support
- Right of Way Certification
- Environmental re-validation
- Construction Survey
- District OE and HQ OE reviews
- Overhead Sign Structures and Foundations
- Ramp Closure Study
- Modified Access Report (optional task if required)
- Community Impact Assessment
- Noise Abatement Decision Report (optional task if required)
- Air Quality Work Plan
- Historic Resources Evaluation Report (HRER)
- Regulatory Agency Permitting (i.e., Corps CWA Section 404 permit, Regional Board CWA Section 401 Water Quality Certification, or CDFW 1602 Streambed Alteration Agreement)
- Bridge Mounted Signs
- Asbestos and Lead Based Paint Testing
- Pavement Deflection Study
- Public Outreach and Communication during Construction
- Right of Entry Requests to Property Owners
- Separate City or County Water Quality Management Plan (WQMP)
- New landscaping within the interchange beyond a concept for visual consideration for the PA

Task 1 PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

Task 1-1 PROJECT MANAGEMENT

ENGINEER will be responsible for overall project management, liaison with CALTRANS and other affected agencies, and progress monitoring and maintenance of PROJECT files. ENGINEER will supervise, coordinate, monitor and review project for conformance with Caltrans standards, policies and procedures.

Task 1-2 COORDINATION / ADMINISTRATION

Per the scope of work outlined for the project there will be three meeting per month including monthly PDT meeting for a total of 70 meetings over the 26-month schedule. CONSULTANT will schedule a kick-off meeting to initiate the Project with the PDT members. CONSULTANT and The CITY will meet with CALTRANS to communicate a shared view of the PROJECT and to establish an understanding of the procedures, roles, and responsibilities for each of the parties involved in the PROJECT. The meeting will begin the process to develop a project specific understanding of services, technical reports or memos in lieu of formal reports where appropriate. CONSULTANT will set the framework of the design concept screening options and related scope, as well as discussion related to development of the purpose and need for the PROJECT. CONSULTANT will develop agenda and meeting minutes for the meeting.

Monthly PDT meetings will be held at the City, CONSULTANT Engineering Inc. Riverside, or at Caltrans District 8 in San Bernardino. The purpose of these meetings will be to discuss and resolve project issues and coordinate activities.

CONSULTANT will prepare and electronically distribute agendas at least two working days prior to each meeting. CONSULTANT will lead these meetings and will prepare meeting minutes and electronically distribute them to the appropriate parties within five (5) working days after the meetings. CONSULTANT will provide hardcopies of meeting agendas, the prior meeting's minutes, deliverables log, action items log, and Sixty (60)-day look ahead schedule at each PDT meeting after establishing the project baseline schedule for the team. A total of twenty-six (26) PDT meetings will be attended by three (3) CONSULTANT's team staff.

Individual focused meetings will be held with various agencies and stakeholders involved in the project. These may include State and/or Federal Resource agencies, FHWA, Flood Control and Water Conservation Districts, utility companies, California Highway Patrol (CHP) and others. There may also be Geometric and Technical Study Over-The-Shoulder Reviews/Workshops as required with Caltrans. CONSULTANT will prepare and electronically distribute agendas at least two working days prior to each stakeholder and other coordination meeting. CONSULTANT will attend these meetings as required and prepare meeting minutes and electronically distribute them within five (5) working days after each meeting in which it attends. A total of forty-four (44) additional focused coordination meetings are anticipated to be attended by up to two (2) CONSULTANT's team staff.

DELIVERABLES:

- One (1) Project Kick-off Meeting Agenda and Meeting Minutes
- Twenty-five (25) reoccurring Monthly PDT Meetings and Meeting Agendas/Minutes, Deliverables Log, Action Items Log, Sixty (60) - day Look Ahead Schedule, and Risk Register
- Forty-four (44) Trend Meetings/Focused Coordination Meetings and Meeting Agendas/Minutes

PROJECT SCHEDULE

CONSULTANT will coordinate with the City and Caltrans to prepare and obtain concurrence on the initial baseline project schedule within one (1) month following Notice to Proceed (NTP) or Kick-Off Meeting. CONSULTANT will schedule two (2) project schedule meetings with City and Caltrans to review sequence and duration of all activities and obtain concurrence of the baseline project schedule. CONSULTANT will develop detailed critical path logic (CPM) schedule for the project using Microsoft Project. CONSULTANT will include the following elements in the schedule:

- Work items and deliverables by Caltrans WBS;
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities;
- The order, sequence, and interdependence of significant work items shall be reflected on the schedule

CONSULTANT will develop a project schedule which is expected to encompass 26 months for delivery of major milestones of the PA/ED (Begin Environmental, Technical Studies to complete the IS/EA, and completion of PA/ED (January 2018 NTP – March 2020 NOD). CONSULTANT will continue to monitor and track all tasks and update the project schedule accordingly. CONSULTANT will prepare a 60 day outlook summary schedule for the monthly PDT meetings.

DELIVERABLES:

- Project Schedules
- Project Master Files
- Two (2) Baseline Project Schedule Meetings
- Baseline Project Schedule
- Project Milestone Schedule
- Maintain Project Schedule

- Sixty (60)-day Look Ahead Schedules for Monthly PDT Meetings

PROJECT MANAGEMENT PLAN

CONSULTANT will prepare a Project Management Plan (PMP) for this contract within the first thirty (30) calendar days after Notice to Proceed, which will outline the following information related to the completion of the work:

- Scope of work and schedule
- Project team and client contact information
- Communication Plan
- Production Plan
- Invoicing requirements and templates
- Project team roles and responsibilities
- Document control procedures
- Quality Management Plan

Included with the PMP will be the CPM baseline project schedule, which will be prepared using Microsoft Project and presented in Gantt chart format. As noted above, the format will identify the anticipated start/end dates and durations for each task identified within the scope of work and will identify the critical path.

This document will be distributed to all project team members the City and Caltrans and will act as a living document throughout the life of the contract. It will be updated as necessary to reflect any changes in protocol or other information included and redistributed.

RISK REGISTER

CONSULTANT will prepare the Risk Register in accordance with Caltrans Project Risk Management Handbook: A Scalable Approach. The project is identified as a Level 2 scalability level and requires a Risk Register with qualitative analysis. CONSULTANT will refer to the Project Risk Management Handbook and use the Risk Register template in completing the plan. CONSULTANT shall coordinate with the City and project team members to jointly develop a Risk Register that enables them to identify, assess, quantify, prepare a response to, monitor, and control capital project risks with the Risk Register. A Risk Management Workshop will be held at City or at Caltrans District 8. Potential risks shall be evaluated and discussed by the PDT, and ownership of the risks shall be identified. A risk assessment for the process and potential impacts to the overall project needs to be completed to identify the risk, define the probability, classify and quantify the risks, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will review the Risk Register on a quarterly, or as needed basis at PDT Meetings.

DELIVERABLES:

- Risk Register
- Review and Update Risk Register on a quarterly basis

ASSUMPTIONS:

- A Risk Management Plan is not required and is excluded from this Scope of Work

Task 1-3 PROGRESS REPORTS

Progress reports will be generated to accompany each invoice, which will include the following information:

- Work completed over the reporting period by task
- Work to be completed over the upcoming reporting period by task
- Progress schedule which will compare the status of activities against the baseline
- Identification of issues or concerns related to the schedule or budget.

Similar to invoices, a standard progress reporting template will be developed at project initiation and submitted to the City for format approval. Monthly status schedules will be included with each progress report which will compare the current status of the schedule against the baseline.

DELIVERABLES:

- Progress reports, invoices, and document control log.

ASSUMPTIONS:

Monthly progress reports and invoices will be generated throughout the duration of the Project. Both invoicing and progress reporting templates will be submitted to the City for review and concurrence at project initiation prior to implementation.

Task 1-4 Quality Assurance/Quality Control (QA/QC) Plan

A project specific Quality Management Plan (QMP) shall be prepared and submitted by CONSULTANT to the City for review and approval within 30 calendars days following Notice to Proceed. The QMP shall include processes and procedures to ensure deliverables fully conform to the contract requirements. The content of the QMP shall include a detailed description of:

- Roles and responsibilities of the project staff for the Quality Assurance (QA) and Quality Control (QC) processes, communications, and reporting to ensure that the Work conforms to contract requirements;
- Specific QC procedures, including descriptions of process steps for technical checking and engineering design verification;
- The processes for CONSULTANT QA assessments and monitoring of QC activities performed on all engineering and technical support for the documents prior to submittals;
- QC communications and documentation to be completed;
- Deliverable submittal review comments tracking, response, resolution, and closure processes; and
- Document Control

CONSULTANT's quality program shall be implemented in accordance with CONSULTANT's QMP. CONSULTANT's QMP shall be maintained and appropriately updated the current project phase (PA/ED). The Project Manager shall verify that QC procedures are initiated at the start of the project, and that all CONSULTANT staff and subconsultants implement these procedures. The Project Manager shall be responsible to verify that appropriate QC reviews are performed on deliverables submitted by the subconsultants. The QMP will be included as an appendix to the PMP.

DELIVERABLES:

- QA/QC Plan
- Quality Management Plan
- Implementation of Quality Management Plan
- Quality Assurance

Task 2 Engineering Development

Task 2-1 Data Collection

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

DELIVERABLES:

- CD of all pertinent project information prior to the commencement of the PA/ED phase.

Task 2-2 Field Surveys

CONSULTANT will provide additional ground survey topographic mapping to augment the existing aerial topographic map to show changes in the I-15/SR 74 interchange with the construction of the tie-back walls. The additional surveyed features will be added to the existing topographic map to generate a base map for PA/ED. It is assumed that an ABC Checklist submittal is not required for this task because the original topography mapping is to be augmented. It is assumed the original ABC Checklist (or submittal documents) for the original topography mapping was previously approved by Caltrans.

DELIVERABLES:

- Field survey to supplement aerial topography from I-15 Corridor Improvement Project from RCTC

Task 2-3 Geometric Concept Development

CONSULTANT will develop layout plans and profiles (where necessary), to be carried forward in the draft PR and GAD to support the development of the Draft IS/EA. Geometric layout plans shall be developed based on English design standards as defined in Caltrans Highway Design Manual, latest edition. Lane, shoulder, buffer, and right-of-way widths will be labeled. Profiles shall be developed at critical arterial street and other features overcrossing locations as a component of the build alternatives carried forward in the IS/EA. The Consultant shall work with Caltrans and the City to obtain geometric approval of the preferred alternative. Comments received from the submittal of geometric plans will be reviewed and incorporated as required for final approval.

DELIVERABLES:

- Layout Plans of the build alternatives of the Project (10 copies)

TASK 2-4 DESIGN EXCEPTION FACT SHEET (LPA ONLY)

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-03 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-05 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheet shall be developed to document reduced standard features within the one build alternative. Fact Sheet shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Mandatory and Advisory standard design exceptions.

Exceptions to mandatory & advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Combined Fact Sheet. Combined Fact Sheet shall be

prepared in conformance with PDPM Chap 21, Section 1. This scope assumes seven (7) design exceptions to mandatory standards and eight (8) design exceptions to advisory standards.

DELIVERABLES:

- Combined Fact Sheet for seven (7) mandatory and eight (8) advisory design exceptions (6 copies / 1 electronic PDF)
- Completed DIB 78 Checklist (6 copies / 1 electronic PDF)
- Truck Turning Template Exhibits (6 copies / 1 electronic PDF)
- Line of Sight Diagrams for Ramp Terminal Intersections (6 copies / 1 electronic PDF)

Task 2-5 GEOMETRIC APPROVAL DRAWINGS (LPA ONLY)

CONSULTANT will prepare geometric approval drawings (GAD) at a scale of 1" = 100' in accordance with Caltrans plan preparation criteria for GAD for the Build Alternative. The GAD will include existing topographic and planimetric mapping, approximate right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections.

CONSULTANT will design roadway geometry including horizontal and vertical geometry for ramps and cross streets, including profile and superelevation diagrams for the ramps. Conceptual grading utilizing 1:2 or 1:4 slopes will be developed to establish preliminary right-of-way limits. A typical cross section will be prepared to illustrate lane and shoulders in the lane configurations and other basic cross sectional data for each alignment.

GAD will be prepared according to Caltrans District 8 GAD Guidelines with the intent of establishing an approved scope relative to geometric project features. This effort provides equivalent detail to initiate PS&E requirements for Cross Sections, Layouts, Profiles, and Superelevation Diagrams. Additional detail will be provided indicating pavement delineation, truck turning radii, and traffic volumes. Preliminary Right of Way requirements will also be incorporated. Approval will be obtained from Caltrans Offices of Traffic Operations and Design, and HQ Geometric Reviewer. Up to three submittals (two review cycles) of the GADs are anticipated.

DELIVERABLES:

- GADs (A total of 3 Roll Plots will be developed six 1st Draft copies, six 2nd Draft copies & six 3rd Draft copies, and one Final Concurrence Plot Set / 1 electronic PDF final concurrence signed record set)

ASSUMPTIONS:

- Geometric approval drawings are based on the scale of 1"=50' (36"x96") as a full size strip map. Preparation of geometric approval drawings at the construction documents plan scale of 1"=100' (11"x17") is not included in the scope of work.
- It is assumed there will be no widening, addition of auxiliary lanes, nor acceleration/deceleration lanes along the I-15 or related to the existing Undercrossing.

Task 2-6 MODIFIED ACCESS REPORT

Michael Baker will prepare a Modified Access Report (MAR) for the proposed project in accordance with FHWA policy regarding modified access to interstate highway facilities. The Modified Access Report will be submitted to FHWA

as a stand-alone report and will address the eight-points for modified access justification. The MAR will be prepared following the first submittal (and returned comments) of the draft Project Report for review and approval by Caltrans and FHWA.

DELIVERABLES:

- Modified Access Report (8 copies for draft and final submittals)

Task 2-7 STRUCTURE ADVANCE PLANNING STUDIES

Michael Baker will prepare one (1) Advance Planning Study for the single span bridge structure to accommodate a new northbound hook on-ramp and a new northbound hook off-ramp (or loop off-ramp) for the collector-distributor road concept. Available geotechnical information from the tie-back walls completed in 2012 or the previously approved APS for the I-15 structure will be used as reference.

The APS deliverables will present the most feasible structure type and cost considering the existing constraints and project requirements. The APS will investigate and determine the preliminary structure length, width and type, structure depth, railing types, including temporary rails, types of footing supports, falsework, vertical and horizontal clearances, location and slopes of cuts and fills, slope paving, approach slabs, and stage construction requirements. The APS will consist of a general plan showing the basic bridge plan, elevation, profile, typical section and estimated cost summary in accordance with guidelines set forth in Caltrans Memo to Designers 1-8 and Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide 3-2. The APS will include a Design Memo summarizing all the critical assumptions of the design.

DELIVERABLES:

- Advance Planning Study (8 copies for draft and final submittals)

Task 2-8 COST ESTIMATES

Prepare cost estimates for each of the proposed alternatives to be analyzed in the draft and final PRs. Based on the preliminary engineering plans and the structure cost estimates described above, PR level cost estimates shall be prepared.

DELIVERABLES:

- Cost Estimate (original & 10 copies for each alternative)

Task 2-9 RIGHT-OF-WAY AND UTILITY RESEARCH / IDENTIFICATION / DATA SHEET

Right-of-Way

CONSULTANT will assess right-of-way impacts for three (3) build alternatives developed in the Draft Project Report. Right of Way Data Sheet will be prepared for three (3) build alternatives in accordance with Caltrans standards and

procedures, including the Utility Information Sheet to account for alternative costs. CONSULTANT is an approved right of way consultant, and will evaluate and determine unit costs for alternative needs to be used in the development of estimates for the Right of Way Data Sheets.

The Scope of Work necessary to complete a preliminary right of way cost estimate, as well as Caltrans Right of Way Data Sheets as required by the Caltrans Right of Way Manual, is as follows:

- Take an inventory of the affected properties.
- CONSULTANT will identify the right-of-way requirements associated with the Build Alternatives. Right-of-way information will be digitally overlaid on base maps and potential takes and easements will be identified per parcel in the Project Report.

DELIVERABLES:

- ROW Data Sheets (3-early Build Alternatives) - (included in Project Report submittal)
- Finalize one updated ROW Data Sheet when the single build alternative can be established by the project for the Final Project Report.

Utility Research / Identification / Data Sheet

During the utility study, CONSULTANT will identify all existing wet and dry utilities within the limits of the proposed project. As part of this task, those facilities that can be protected-in-place and those that will likely require relocation or other modifications as a result of the proposed interchange improvements will be identified.

CONSULTANT assumes Caltrans also maintains fiber optic and other electrical and communication facilities for signals, lighting, irrigation, etc. on I-15 mainline. These are not a part of the utility study and coordination since Caltrans does not consider their own facilities as utilities. Modifications, if necessary, to these systems would be part of the final PS&E scope of work and are not included in this scope of work along with potholing for high priority utilities identified in the CT R/W Manual.

Based on a preliminary assessment, the proposed I-15 & SR 74 interchange improvements within the existing interchange are not expected to have significant impacts on existing utilities. CONSULTANT anticipates the existing underground facilities owned by Southern California Edison will require coordination to confirm whether the existing vault and transformer locations can be maintained following the widening along SR 74 (Central Avenue).

CONSULTANT will establish communications with all utility companies and agencies known to have utilities in the vicinity. CONSULTANT will obtain from the utility owners, the available as-built plans and atlases for these existing facilities and proposed plans for any future changes to overhead and underground lines in the area. The data including available horizontal and vertical dimensions will be used to prepare 22" x 34" (1"=100') base mapping of the existing utilities within the project area.

CONSULTANT will finalize the list of existing utilities and expected involvements with respect to the build alternative. CONSULTANT will investigate the likely implications to the utility facilities as a result of the proposed interchange improvements including possible utility relocation alternatives and their associated costs. CONSULTANT will coordinate with the utility owners to confirm the impact to the utility facility as a result of the proposed improvements. CONSULTANT will determine the existing high and low priority underground facilities per Caltrans policy.

DELIVERABLES:

- Preliminary Utility Cost Estimate for Impacted Utilities
- Existing Utility Sheets for three (3) early build alternative to be incorporated into PR to support the Right of Way Data Sheet (included in Project Report submittal)

Task 2-10 PRELIMINARY DRAINAGE REPORT / HYDRAULICS / HYDROLOGY

CONSULTANT will prepare the Preliminary Drainage Study which will identify drainage impacts including the conceptual relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities for the locally preferred build alternative and GADs. This will be identified in coordination with Water Quality Best Management Practices.

This effort will include field reconnaissance of the Project will be performed relative to the limits of the build alternative. Impacts on and replacement of any drainage facilities shall be analyzed and included in the Project cost estimate. Freeway drainage will not be reviewed to assess the adequacy of the existing systems since no mainline changes are included in the Project other than ramp connections to existing I-15. Freeway, County, and City drainage systems will be reviewed and the impacts of the proposed alternative on these facilities will be studied. Necessary replacements, protection, and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the Project cost estimates.

Map Interchange Existing Drainage Patterns and Regional Boundaries - Perform preliminary hydrology to identify on-site drainage patterns and compare to established local drainage boundaries. Evaluate one (1) build alternative and identify measures needed to match the existing (no-build) drainage patterns with respect to existing drainage boundaries.

Identify Tie-ins to existing Cross Culverts and existing Regional Drains – Establish the existing points of connection to the cross culverts and regional drainage channels, document hydraulic control information and assumptions for preliminary design. Provide locations and sizes for new or replacement tie-ins to accommodate the build alternative. Interface Connections with potential BMPs – Using BMP types, locations and sizes from the SWDR, the points of discharge and points of connection to the conceptual drainage systems will be established.

Preliminary On-site Storm Drains – Preliminary layouts of storm drains to accommodate interchange improvements. One alternative will be shown. In most cases, the existing inlets were designed using rainfall intensities that are based on older criteria, and the intensities will be higher using new rainfall intensity criteria. Identification of the on-site drainage needs will be a key component to establishing an accurate project cost.

Estimates – Develop cost estimates for drainage improvements within the right-of-way for on-site and off-site drainage systems, include elements for construction of storm water BMPs identified in the SWDR.

DELIVERABLES:

- Preliminary Drainage Report
- Identification of major drainage improvements on Layout Plans in the PR (Grading / Drainage / R/W Sheets)
- Preliminary Drainage Improvement Cost Estimate for the locally preferred (1) build alternative

- Preliminary Drainage Study Report for PA/ED (6 copies / 1 electronic PDF)

ASSUMPTIONS:

- Analysis and design for the upgrade of any deficient existing off-site or downstream/upstream on-site drainage facilities, if such facilities are not physically impacted by the roadway work, is not included in the scope of work.

TASK 2-11 STORM WATER DATA REPORT

In accordance with current Caltrans Project Planning and Design Guide, a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Report and Environmental Document (PA/ED) Phase based on the approved Geometric Approval Drawings (GADs). Specific objectives of the SWDR include:

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

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

The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Caltrans Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate. The signed cover will be included in the final Project Report.

DELIVERABLES:

- Storm Water Data Report (PA/ED) (6 copies draft and final / 1 electronic PDF)

TASK 2-12 CONSTRUCTION STAGING / TRAFFIC HANDLING

CONSULTANT shall prepare a Transportation Management Plan (TMP) Checklist as an attachment in the PR. The TMP is a package of programs specifically tailored to an individual project to mitigate the impacts of a construction/improvement project by applying a variety of techniques including transportation systems management,

demand management and public awareness measures. The TMP Worksheet will be tailored to the I-15 and SR 74 Project to address the traffic, topographical, demographic, events and political considerations of the area. The TMP will attempt to identify the means to maintain efficient movement through the expected construction zone and develop a high level of awareness of potential impacts among residents, businesses, motorists and the media to keep them informed about the project as it is implemented.

This study will evaluate TMP elements to outline a plan that is responsive to the specific needs of the project area, the interchange improvement project, and provide effective means of mitigating impacts of construction-related traffic congestion.

Based on three (3) build alternatives, CONSULTANT will develop the preliminary staging concept. At this time, a 3-stage concept is anticipated if a DDI is employed. Stage 1 includes SR 74 south abutment curb line removal and revised ramp connections, Stage 2 concludes the majority of the ramp improvements and allows for early consideration of early DDI operations, and Stage 3 includes the remainder of the ramp improvements and north abutment sidewalk removal.

CONSULTANT will prepare a short written discussion for inclusion in the Project Report with respect to the probable staging plan, constructability concerns, need for lane and shoulder closures, durations of staging, etc.

CONSULTANT will work with Caltrans and City staff to develop a preferred staged construction approach for the interchange construction that will be carried forward into final design. During the PA/ED, we will prepare a schematic stage construction plan. This will be developed and presented to the City and Caltrans at a PDT meeting to solicit input and comments.

Once the list of appropriate elements is established, an approximate cost will be developed for each selected strategy. CONSULTANT will identify an implementation schedule for each of the selected strategies. CONSULTANT will prepare the TMP Data Sheet which will include the elements and their costs for inclusion in the Project Report and project cost estimate.

DELIVERABLES:

- Identify TMP strategies
- Identify constructability concerns
- Identify staging concept – assume 3 stages
- Prepare PA/ED Level TMP Data Checklist to be included in the PR for one (1) build alternative (6 copies / 1 electronic PDF)

TASK 2-13 GEOTECHNICAL IDENTIFICATION / GEOLOGY DESCRIPTION

CONSULTANT will identify sub-surface conditions at the Project site, and develop the traffic index for purposes of establishing the preliminary roadway structural section for cost estimating purposes.

DELIVERABLES:

- Traffic Index
- Roadway structural section
- A summary discuss geotechnical impacts to the Project costs.

TASK 2-14 PRELIMINARY MATERIALS REPORT

CONSULTANT will prepare a Preliminary Materials Report (PMR) will provide information related to the proposed project, including: slope ratios, erosion and foundation concerns, availability of structural section materials, etc. As stated similar to the DPGR, we will perform literature review with respect to existing LOTB, and available test data associated with onsite materials for development of preliminary pavement design, i.e. R-Value testing. No subsurface exploration will be performed during this phase of the project.

DELIVERABLES:

- Preliminary Materials Report (6 copies / 1 electronic PDF)

TASK 2-15 LIFE CYCLE COST ANALYSIS (LCCA)

Life Cycle Cost Analysis will be performed for the project in accordance with Topic 619 of the Caltrans Highway Design Manual if necessary based on paving needs associated with the Project and through coordination with Caltrans Materials staff assigned to the Project. If required, this will consist of developing life cycle costs for different pavement types, such as rigid, flexible and composite. We will also include different design lives (20 versus 40 years). We have assumed no rehabilitation on the mainline. Pavement will be confined to on-/off-ramps and SR 74 between Collier Avenue and Dexter Avenue and analysis will be limited to four (4) pavement section variation in each pavement type.

- Pavement Life Cycle Cost Analysis (6 copies / 1 electronic PDF)

TASK 2-16 PRELIMINARY GEOTECHNICAL DESIGN REPORT

CONSULTANT will prepare a District Preliminary Geotechnical Design Report (DPGR) which will be limited to an existing literature review and site reconnaissance of the project site and surrounding area. This will also include obtaining existing Log of Test Borings (LOTB) from previous investigations associated with the existing project interchange. Our report will summarize the geotechnical and geologic constraints of the project based on our document review and preliminary site visit. No subsurface exploration will be performed during this phase of the project.

DELIVERABLES:

- District Preliminary Geotechnical Report (6 copies / 1 electronic PDF)

TASK 2-17 STRUCTURES PRELIMINARY GEOTECHNICAL REPORT

CONSULTANT will provide a Structure Preliminary Geotechnical Report (SPGR) as part of the I-15 & SR-74 Interchange PA/ED. A draft SPGR will be provided for review and a final SPGR will be submitted after concurrence of comments. The SPGR will follow the requirements set forth in Section 2.0 of Caltrans' "Foundation Reports for Bridges." The geotechnical scope will include a site reconnaissance to assess the existing conditions at the site and accessibility of drilling equipment, reviewing available geotechnical and geologic information including reports, published geologic maps, and seismic hazard maps, reviewing as-built plans of the existing structures, reviewing

preliminary structure improvements plans, and assessing the foundation alternatives for the proposed structures.

The report will summarize our findings from the review of available geologic information and include discussion on site geology and subsurface conditions, site seismicity, and geologic hazards, including seismic shaking, surface fault rupture, liquefaction, lateral spreading, seismic settlement, landsliding, flood, land subsidence, and expansion/collapse potential. Additionally, groundwater will be evaluated based on available data from existing Log of Test Borings (LOTBs) and online sources including the California Department of Water Resources. Preliminary seismic information and recommendations will be provided in the report. The Caltrans' ARS online tool will be used to develop preliminary deterministic and probabilistic ARS curves based on shear wave velocities calculated using existing subsurface data. The report will also include preliminary foundation recommendations and construction considerations for proposed structures, as well as recommendations on the field exploration program.

DELIVERABLES:

- Draft Structure Preliminary Geotechnical Report (6 copies / 1 electronic PDF)
- Final Structure Preliminary Geotechnical Report (6 copies / 1 electronic PDF)

ASSUMPTIONS:

It is assumed that LOTBs, as-built plans and other pertinent information will be available for review from Caltrans as-built records.

TASK 2-18 PRELIMINARY LANDSCAPE PLANS (LPA ONLY)

CONSULTANT'S Landscape Architects will develop preliminary landscape plans for the project site, based on the selected geometric alternative, site opportunities and constraints, Client goals and objectives, and City and Caltrans design standards. The plans will reflect thematic context with the location, and will emphasize low water use plants as well as include architectural treatments, such as enhanced surface treatments including decorative paving, rock or decomposed granite. The design will emphasize the principles of sustainable landscape design, utilize native and low water use plants, and meet current landscape water conservation goals, as mandated by law. Initial concepts and design alternatives will be presented to City staff for discussion and refinement to a preferred landscape concept.

The team will prepare a presentation quality preferred landscape concept plan for the project site based on input received from the Client during the design alternative development phase. The plan will include a plant palette, details, cross sections, elevations, photographs and manufacturer's cut sheets, as necessary to convey the intent of the landscape design.

DELIVERABLES:

- Preliminary Landscape Plan to summarize landscaping treatment concepts as a section within the PR for the Preferred Alternative.

TASK 2-19 VALUE ANALYSIS

In an effort to deliver the most cost effective solution, an independent team of experts as agreed to by the City and Caltrans will evaluate the three Build Alternatives being developed to ascertain their effectiveness with regards to

costs, time of delivery and other benefits.

As per the Caltrans PDPM, Value Analysis (VA) process, utilizing a function-oriented, structured, team approach to solving problems and reducing life-cycle costs by applying techniques that adhere to a formal VA job plan. The consultant shall provide a VA team leader / facilitator, a certified VA Specialist, to conduct the VA study and the facility including support materials for conducting the workshop. The VA Study should be completed within the first 6 months after completion of the early Build Alternative conceptual development, early traffic volume development, and supporting cost estimates have been compiled.

DELIVERABLES:

- Draft VA Study Report (10 copies / 1 electronic PDF)
- Final VA Study Report (10 copies / 1 electronic PDF)

TASK 3 PROJECT REPORT PREPARATION

TASK 3-1 ADMINISTRATIVE DRAFT PROJECT REPORT

CONSULTANT will develop the Administrative Draft PR and Fact Sheet documenting the engineering evaluation of the proposed alternatives and to satisfy Caltrans Project Development procedures.

An Administrative Draft PR shall be prepared in accordance with Caltrans' PDPM. The Administrative Draft PR shall contain a discussion of the existing conditions, the need for improvements, and the alternatives considered.

Fact Sheet shall be prepared if needed to document any non-standard features within the proposed build alternatives. The consideration of non-standard features shall be closely coordinated with Caltrans and FHWA staff to assure acceptability and compliance with state and federal requirements. The Administrative Draft PR and Draft Fact Sheets shall be submitted for City, Caltrans and FHWA for review and comment.

DELIVERABLES:

- Screen Check Review for Caltrans (1 copy)
- Administrative Draft PR (15 copies / 1 electronic PDF)
- Draft Mandatory and Advisory Fact Sheets (10 copies / 1 electronic PDF)

TASK 3-2 DRAFT PROJECT REPORT

CONSULTANT will incorporate City, Caltrans, and FHWA review comments into the Drafts. Upon receipt of City, Caltrans, and FHWA review comments of the Administrative Draft PR and Fact Sheet and after adequate time to develop response actions, a meeting shall be held with the above agencies and the Consultant to discuss the comments and the appropriate responses taken. This step reduces the opportunity for misunderstanding and

provides clear direction toward the development of an approved product. Once concurrence has been reached on all outstanding issues, the draft PR's shall be prepared, signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

DELIVERABLES:

- Draft PR (20 copies / 1 electronic PDF)
- Combined Mandatory and Advisory Fact Sheet (10 copies / 1 electronic PDF)

TASK 3-3 DRAFT FINAL PROJECT REPORT

CONSULTANT will document recommendation of the Preferred Alternative for the Project. After circulation of the Draft IS/EA and concurrent with the preparation of the Final IS/EA, Consultant shall prepare a draft Final PR for the Project which recommends the Preferred Alternative. The report shall review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

DELIVERABLES:

- Administrative Draft Final PR (15 copies / 1 electronic PDF)

TASK 3-4 FINAL PROJECT REPORT

CONSULTANT will incorporate City, Caltrans, and FHWA review comments into the Final PR. Upon receipt of City, Caltrans, and FHWA review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held with the above agencies and the Consultant to discuss the comments and the appropriate responses taken. Once concurrence has been reached on all outstanding issues, the Final PR shall be prepared, signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

DELIVERABLES:

- Final PR for the Project (original wet signed document and 10 copies) and CD PDF files.

TASK 4 ENVIRONMENTAL REPORT

Task 4-1 ENVIRONMENTAL INITIATION ACTIVITIES

4-11a Issue CEQA Notice of Initiation (NOI)

The CONSULTANT Team will prepare a Notice of Initiation (NOI) to fulfill the requirements of the CEQA IS as part of the joint CEQA/NEPA IS/EA document. The NOI will notify agencies and the public that an IS/EA is being prepared for the project and to solicit comments or suggestions concerning alternatives or social, economic and environmental factors.

Although an Initial Study/Environmental Assessment (IS/EA) does not formally require an NOI, at the request of Caltrans, a NOI can be distributed. The NOI will be provided to the City and Caltrans for review prior to circulating the NOI indicating that Caltrans has initiated environmental analyses and preliminary engineering for the Project, and requests comments on concerns. The NOI will be distributed by the CONSULTANT Team to local residents, elected officials, responsible agencies, and other special interest groups on the Project stakeholder mailing list. The stakeholder mailing list will be developed by the CONSULTANT Team in conjunction with the City and Caltrans. Comments received shall be used to identify particular agency and public concerns and to initiate early agency consultation.

DELIVERABLES:

- Draft and Final Notice of Initiation (3 hardcopies and 2 electronic copies)

4-11b Prepare Environmental Footprint Map

The CONSULTANT Team will prepare an environmental footprint map that will account for all temporary and permanent impact areas, including potential construction access and staging areas, temporary construction easements, permanent easements, and partial and full acquisitions, including the potential relocation of residences or other structures. The Environmental Footprint Map will be used as a basis for technical studies to evaluate impacts as a result of the proposed project. The Environmental Footprint Map will be developed based on the Build Alternatives proposed during the PA/ED process. The Build Alternatives proposed will be evaluated further during PA/ED to ensure that the proposed Build Alternatives meet the purpose and need, and meet the requirements of logical termini under NEPA. The Environmental Footprint Map will be provided to the City and Caltrans for review and approval.

DELIVERABLES:

- Draft and Final Environmental Footprint Map (3 hardcopies and 2 electronic copies)

4-11c Prepare Technical Study Project Description

The CONSULTANT Team will prepare a project description which would be used as the basis of analysis for preparation of the technical studies. The technical study project description will provide a brief project overview and identify the purpose and need and range of alternatives evaluated as part of the Environmental Document (ED) and associated supporting technical studies. The Technical Study Project Description will be provided to the City and Caltrans for review and approval.

DELIVERABLES:

- Draft and Final Technical Study Project Description (3 hardcopies and 2 electronic copies)

Task 4-2 CONDUCT ENVIRONMENTAL TECHNICAL STUDIES

Cultural Resource Studies

This Project requires Caltrans NEPA documentation and cultural resource studies will be conducted in compliance with the First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the

Administration of the Federal-Aid Highway Program in California (Caltrans PA). This work will encompass coordination with Caltrans for delineation of the Area of Potential Effects (APE), background studies, Native American consultation, an archaeological inventory, and the preparation of a Historic Property Survey Report (HPSR).

A cursory review of historical topographic maps and aerial photographs indicates that most development in the Project vicinity occurred over the past two decades. No built-environment resources that pre-date 1967 were identified in the area. As such, the CONSULTANT Team assumes that Caltrans will not require the preparation of a Historic Resources Evaluation Report for the Project. This scope for cultural resources reports is outlined in more detail below:

4-22a AB 52/Section 106 Consultation

The CONSULTANT Team assumes that Caltrans, as the lead CEQA and NEPA agency for the Project, will be responsible for conducting Assembly Bill 52 (AB 52) and Section 106 consultation with the SHPO and Tribes, based on the consultation list provided by Caltrans as lead CEQA/NEPA agency. To ensure that consultation does not delay the environmental review process, the CONSULTANT Team will assist Caltrans with their consultation efforts. The CONSULTANT Team will prepare draft notification letters on behalf of Caltrans and will provide technical support to the District 8 Native American Coordinator throughout the consultation process.

DELIVERABLES:

- Draft and Final AB 52/Section 106 Consultation Letters (2 electronic copies)

4-22b Area of Potential Effects (APE) Map/Records Search

The CONSULTANT Team will assist the City and Caltrans in establishing an APE for the Project that takes into account all potential direct and indirect impacts to significant cultural resources. Following the delineation of the APE, an APE Map will be drafted and submitted to Caltrans for review. The map will include both the areas of direct and indirect impacts and will have a signature and date block for the "Caltrans Local Assistance Engineer" and the "Caltrans Professionally Qualified Staff." The APE Map will be included as an attachment to the HPSR. We anticipate that the APE map will require no more than two rounds of revision.

In addition, the CONSULTANT Team will conduct a records search at the Eastern Information Center (EIC) to obtain information on known cultural resources that may be present in the Project APE. The records search will utilize a one-mile search radius for the APE. The CONSULTANT Team will also contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands Files. Finally, the CONSULTANT Team will send letters to local historical societies and historic preservation groups to request information regarding any historical cultural resources that may be of significance in the APE.

DELIVERABLES:

- Draft and Final APE Map (3 hardcopies and 2 electronic copies)

4-22c Historic Property Survey Report (HPSR)

The CONSULTANT Team will provide a HPSR that satisfies the Caltrans PA. The HPSR will document the

identification and evaluation efforts, summarize the findings of the cultural resource studies, and offer recommendations for further evaluation or treatment, if necessary. It will also include the results of the consultation efforts with Native American groups and historical societies. Attachments to the HPSR will include a regional location map, a project location map, the APE maps, and the Archaeological Survey Report (ASR). We assume that the HPSR will require no more than two rounds of revision. We further assume that no more than four (4) hard copies of the draft report and no more than four (4) hard copies of the final report will be required for the Project.

DELIVERABLES:

- Draft and Final HPSR (3 hardcopies and 2 electronic copies)

4-22d Archaeological Survey Report (ASR)

In 2009, the CONSULTANT Team completed a cultural resource assessment for the Arroyo Del Toro Flood Control Channel immediately south of I-15 near the Elsinore Valley Cemetery (Mirro and Formica 2009). That records search identified no known cultural resources within the vicinity of the proposed Project. Given the ground-disturbing activities associated with improvements to the freeway ramp intersections and nearby local arterials, we assume that Caltrans will require an intensive archaeological field survey of the APE. The purpose of this survey will be to identify and document any archaeological remains that may be impacted by the proposed undertaking. The survey will be consistent with the Secretary of the Interior's (SOI) Standards and Guidelines for Archaeology and Historic Preservation (48FR 44716, September 29, 1983). We assume that no archaeological resources requiring documentation (either previously reported or newly identified) will be located in the APE. We will prepare an Archaeological Survey Report (ASR) in accordance with Caltrans Standard Environmental Reference, Volume 2, Cultural Resources (2015) and the Caltrans PA. The ASR will summarize the results of records search, Native American consultation efforts, and the field survey of the APE. We assume that the ASR will require no more than two rounds of revision by Caltrans and will be included as an attachment to the HPSR.

DELIVERABLES:

- Deliverables: Draft and Final ASR (3 hardcopies and 2 electronic copies)

4-22e Paleontological Identification Report (PIR)

A preliminary review of geological units indicates that much of the Project area displays low paleontological sensitivity. An area northwest of the I-15 and SR-74 intersection, however, is characterized by high-sensitivity Paleocene-aged sediments of the Silverado Formation. We assume, therefore, that Caltrans will require the preparation of a Paleontological Identification Report (PIR). Towards this end, the CONSULTANT Team will obtain a records search from the Natural History Museum of Los Angeles County (LACM) to identify known paleontological resources localities within and in the vicinity of the Project area. To supplement museum collections records, we will review published and unpublished geologic mapping and literature to identify the geology and paleontology of the Project area. Using baseline information gathered during the museum records search and geologic map and literature review, we will assess the paleontological resource potential of the geologic units underlying the Project. We assume that a pedestrian field survey will not be required as part of the paleontological study. Upon completion of the sensitivity study, a PIR will be drafted that presents the findings of the paleontological assessment. All paleontological work will be conducted in accordance to the guidelines of the Society of Vertebrate Paleontology and will satisfy the requirements of NEPA and CEQA. The PIR will include a map depicting areas where further study may be needed.

DELIVERABLES:

- Draft and Final PIR (3 hardcopies and 2 electronic copies)

4-22f Location Hydraulic Study (LHS)/Floodplain Evaluation Report (FER)

CONSULTANT will complete a Location Hydraulic Study and Floodplain Study Report in accordance with Chapter 17 of the Standard Environmental Reference and HDM Figures 804.7A and 804.7B. Existing Condition hydrology and hydraulic models will be referenced from existing studies. New off-site (Regional) hydrology is not included in this scope of work. The existing hydraulic models will be obtained from FEMA (if available) or Riverside County Flood Control District. The models are assumed to be working numeric models in HEC-2, HEC-RAS, WSPG, or similar. Recreation of hydraulic models from paper printouts or scans is not included in the current level of effort estimated for this project.

DELIVERABLES:

- Draft and Final LHS (3 hardcopies and 2 electronic copies)
- Draft and Final FER (3 hardcopies and 2 electronic copies)

4-22g Water Quality Assessment Report (WQAR)

CONSULTANT will prepare a Water Quality Assessment Report (WQAR) for the proposed project to support the environmental document. The WQAR will evaluate the potential impacts on water quality that may be caused by the direct introduction of pollutants to surface water bodies, the alteration of drainage structures and patterns, and changes to area groundwater levels due to an increase of impermeable surface.

The WQAR will be prepared in compliance with NEPA and CEQA requirements and Caltrans Standard Environmental Reference Guidelines. The WQAR will be prepared using the 2012 WQAR Content and Recommended Format Template provided on the Caltrans Statewide Stormwater Program website.

The project may be subject to federal, state, and local water quality requirements under the National Pollutant Discharge Elimination System (NPDES) program. Local surface water and groundwater water quality requirements are regulated in this region by the Santa Ana Regional Water Quality Control Board and its Basin Plan water quality standards. The WQAR will describe existing water quality conditions of surface and groundwater resources within the project area, potential impacts to water quality during construction and operation of the project, coordination with governmental agencies responsible for water quality, and any required permits associated with water quality.

Water quality data will be compiled from existing available documents and handbooks for potentially affected surface water and groundwater resources, including pollutants of concern, impairments, and beneficial uses of these waters. Findings from the Location Hydraulic Study, Storm Water Data Report, and other pertinent technical studies prepared for the project will be incorporated into the WQAR. The WQAR will provide recommendations for avoidance and minimization measures for potential adverse impacts to water quality during construction and operation of the project. Construction site BMPs, design pollution prevention BMPs, and Treatment BMPs will be considered for the project where applicable.

DELIVERABLES:

- Draft and Final WQAR (3 hardcopies and 2 electronic copies)

4-22h Air Quality Assessment Report (AQAR)

The Project is assumed to improve traffic operations at the interchange without increasing the capacity of I-15. Therefore, it is not anticipated that substantial air quality or climate change impacts will be identified as a result of short-term construction or long-term operations improvements of the proposed Project. Nevertheless, with recently changed air quality and climate change regulatory and evaluation requirements, it is important to develop an air quality and climate change analysis that meets current requirements.

The CONSULTANT Team will prepare an Air Quality Analysis Report (AQAR) to address local and regional impacts on sensitive land uses. The analysis will be prepared in accordance with the Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and the South Coast Air Quality Management District's (SCAQMD) rules and regulations. CONSULTANT will evaluate the proposed project's impacts to long-term particulate matter concentrations (PM2.5 and PM10) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for Quantitative Hot-spot Analysis in PM2.5 and PM10 Nonattainment and Maintenance Areas (EPA, November 2015) and the Updated Interim Guidelines on Air Toxic Analysis in NEPA Documents (FHWA, October 2016).

Air quality impacts from demolition, grading, and construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), equipment emission factors approved by the EPA (AP-42 Handbooks), horsepower, load factor, and percentage of time in use.

The proposed Project is located within a region that is currently in nonattainment for the federal PM2.5 standard and in attainment/maintenance for the federal PM10 and CO standards. Therefore, Interagency Coordination with EPA, Caltrans, and FHWA is required for Transportation Conformity. The CONSULTANT Team will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots. A qualitative PM2.5 and PM10 memorandum will be presented to the Transportation Conformity Working Group (TCWG) for interagency consultation. Due to the scope of the proposed project, it is not anticipated that a quantitative particulate matter analysis will be required.

The AQAR will document whether the proposed Project is included in the latest RTP, FTIP, and FSTIP for preliminary engineering/environmental documentation.

The proposed Project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

In addition to the AQAR, the CONSULTANT Team will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" required for NEPA delegation.

DELIVERABLES:

- Draft and Final AQAR (3 hardcopies and 2 electronic copies)
- Draft and Final Air Quality Conformity Checklist (3 hardcopies and 2 electronic copies)

4-22i Traffic Volumes Development Report

CONSULTANT will discuss with the project team to apply the appropriate travel demand forecasting (TDF) models to develop Year 2045 AM and PM peak hour traffic forecasts. The land use and roadway improvements assumptions contained in the TDF model will be reviewed prior to developing the traffic forecasts. Of particular interest would be assumptions for Mid County Parkway, the Ethanac Corridor, I-15 Express Lane project, and any other major facility in the area that will affect demand in the area. Forecasts will be prepared for the I-15 mainline and ramps and the study intersections.

Year 2045 peak hour traffic forecasts will be developed for the No Build and three Build Alternatives. Year 2025 forecasts will be estimated through linear interpolation between existing counts and Year 2045 forecasts.

CONSULTANT will submit a Draft Traffic Forecasting Report to Caltrans for one round of review and written comments. They will respond to one round of written comments and prepare a Final Traffic Forecasting Report. Once approved, CONSULTANT will proceed with the technical evaluation of the project.

Our scope of work assumes minimal modifications to either the RIVTAM or SCAG travel demand forecasting models and we anticipate use of one of those models to develop travel forecasts.

DELIVERABLES:

- Draft and Final Traffic Volume Report (8 hard copies / 1 electronic PDF)

Traffic Analysis Assumptions and Methodologies

CONSULTANT will prepare a Draft Traffic Analysis Assumptions and Methodologies Memorandum and submit to Caltrans for one round review at the beginning of the PA/ED phase. The memorandum will contain a list of assumptions and recommended methodologies to use for traffic forecasting and operations analysis. We will respond to one round of written comments on the Draft Memorandum from Caltrans and prepare the Final Memorandum for Concurrence.

DELIVERABLES:

- Draft and Final Traffic Analysis Assumptions and Methodologies Memorandum (8 hard copies / 1 electronic PDF)

CONSULTANT will evaluate up to twenty intersections as part of this effort. We anticipate this including the following locations, but the final locations will be verified with City Staff and Caltrans during project initiation.

1. SR-74/Cambern Avenue
2. SR-74/Dexter Avenue
3. SR-74/I-15 Northbound Ramps
4. SR-74/I-15 Southbound Ramps
5. SR-74/Collier Avenue

6. Collier Avenue/Riverside Drive
7. Nichols Road/I-15 Northbound Ramps
8. Nichols Road/I-15 Southbound Ramps
9. Nichols Road/Collier Avenue
10. Main Street/I-15 Northbound Ramps
11. Main Street/I-15 Southbound Ramps

- Nine additional driveways or intersections to evaluate the potential project alternatives identified by the City/Caltrans

In addition to the study intersections, Merge/Diverge/Weave assessment will be completed for I-15 from south of the Main Street Interchange to north of the Nichols Road Interchange.

Data Collection

CONSULTANT will collect AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak period turning movement counts and vehicle classification counts at all study intersections. CONSULTANT will collect traffic counts (including vehicle classification) during the AM and PM peak periods on I-15 at the Nichols Road overcrossing.

CONSULTANT will collect existing traffic signal timings and ramp metering rates for study intersections and on-ramps.

CONSULTANT will conduct site reconnaissance of the project location and surrounding roadway network to verify existing intersection control, lane configurations, traffic signal timings, and other roadway characteristics. They will observe peak hour traffic operations and vehicle queue lengths to help calibrate/ validate the traffic operations models.

CONSULTANT will prepare a collision summary based on Caltrans TASAS data for the most recent available three-year period for the interchange area.

CONSULTANT will utilize the regional travel demand model and big data (using Streetlight data) to help estimate origin/destination travel patterns in the area and to help calibrate the traffic operations model.

Analysis Scenario

This scope assumes that a No Build and three (3) Build Alternatives will be evaluated in the PA/ED. The analysis scenario during the PA/ED stage includes:

- Existing Conditions
- Opening Year (2025) Conditions – No Build Alternative
- Opening Year (2025) Conditions – Build Alternatives (up to three build alternatives)
- Design Year (2045) Conditions – No Build Alternative

- Design Year (2045) Conditions – Build Alternatives (up to three build alternatives)
- Failure Year if the Design Year Conditions (2045) are not met.

4-22j Traffic Operations Analysis Report (TOAR)

CONSULTANT will analyze the study intersections under AM and PM peak hour conditions using the Synchro/SimTraffic software. The SimTraffic simulation analysis will model the effects of vehicle queues on intersection capacity more accurately than the macroscopic equations provided by the Highway Capacity Manual (HCM). Peak hour factors will be based on the traffic counts. Peak hour delay and level of service will be calculated for each intersection consistent with HCM analysis procedures. The traffic simulation results will be based on a statistically valid set of multiple runs using different random value seeds. The Synchro models will be converted to micro-simulation (SimTraffic) to determine intersection queuing and delay where appropriate. The freeway analysis will be conducted using HCM 2010 methodologies for mainline, ramp junction, and weaving segment analysis. Traffic operations analysis will be conducted under existing, opening year, and design year conditions for the analysis scenarios identified above and Failure Year only if the Design Year is not obtained.

Develop Draft and Final TOAR

CONSULTANT will prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and findings. We will prepare a Draft TOAR to submit to Caltrans and the PDT members for one round of review and comments. We will submit the Final TOAR in both hard copy and electronic format for final comments and make those revisions for TOAR concurrence. It is anticipated that the TOAR will be incorporated into the Project Approval Report and Environmental Document by others.

DELIVERABLES:

- Draft, Final and Concurrence submittal of the Traffic Operations Analysis Report (8 hard copies / 1 electronic PDF)

4-22k Intersection Control Evaluation (ICE)

The CONSULTANT will evaluate the project in accordance with Caltrans Traffic Operations Policy Directive 13-02: Intersection Control Evaluation. Fehr & Peers will provide the appropriate Step 1 and Step 2 ICE information to HDR so that they can finalize the information needed for both assessments.

DELIVERABLES:

- Draft and Final ICE Report (4 hard copies / 1 electronic PDF)

4-22l Initial Site Assessment (ISA)

The CONSULTANT Team will prepare an Initial Site Assessment (ISA) to identify recognized environmental conditions (RECs) that may have an impact to the project site, including potential residual contamination that may persist at the two former Leaking Underground Storage Tank (LUST) sites and any new hazardous spills that may have occurred since the completion of the 2004 ISA Checklist. The ISA would entail conducting an environmental

database search; site reconnaissance; review of available historical aerial photographs, topographic maps, and Sanborn Fire Insurance maps; agency records review; and interviews with person(s) knowledgeable about the project site. The ISA will also determine the nature of any subsequent studies that may be required, including Preliminary Site Investigations (PSIs). The ISA will be prepared in accordance with NEPA and CEQA requirements and Caltrans Standard Environmental Reference (SER) Guidelines.

DELIVERABLES:

- Draft and Final ISA (3 hardcopies and 2 electronic copies)

4-22m Visual Impact Assessment (VIA)

The project would result in noticeable visual changes to the environment by the reconfiguration of the interchange, which may include ramp widening, new ramp construction, structure widening, and construction of auxiliary lanes. Lake Elsinore is located west of the project site and is potentially within the viewshed of travelers. CONSULTANT will prepare a minor level Visual Impact Assessment (VIA) to examine both temporary and permanent visual impacts related to the proposed project, including the reconfiguration of the interchange and any tree or vegetation removal. The City's General Plan and other relevant local policy documents would be included in the review and evaluation of visual impacts and incorporated into the VIA. A site visit would be conducted to inventory the visual resources within the project viewshed and to assess the effects on visual quality of potential sensitive viewer groups. Recommendations to improve the project's compatibility with the surrounding area and avoid incompatibility with local policies that protect visual and aesthetic resources will be included in the VIA. Findings from the VIA will be used to support the project's environmental document.

The VIA will be prepared in accordance with NEPA and CEQA requirements and the Caltrans Standard Environmental Reference (SER) Guidelines. The VIA will be prepared using the minor level Visual Impact Assessment Template (last revised June 3, 2013).

DELIVERABLES:

- Draft and Final VIA (3 hardcopies and 2 electronic copies)

4-22n Noise Study Report (NSR)

The Project proposes interchange reconfiguration improvements to the existing I-15/SR-74 Interchange. Based on a preliminary review of the Project area, sensitive noise receivers include restaurants and commercial/retail areas along SR-74, east of I-15, a church located west of I-15 along Collier Avenue, the Lake Elsinore Cemetery, and residential homes located along 3rd and 10th Streets, Cambern Avenue, Red Gum Drive, Don Juan Street, Dexter Avenue and Gaffey Drive, located east of I-15.

The CONSULTANT Team will prepare a Noise Study Report (NSR) to evaluate the noise impacts resulting from the construction and operation of the Project in accordance with the latest Caltrans requirements and protocols, including the Caltrans' May 2011 Traffic Noise Analysis Protocol (Protocol) and the Technical Noise Supplement (September 2013). The interchange as well as the local street improvements will need to be included in the traffic noise modeling for the project, because the project is classified as a Type 1 Project, and a "Detailed Impact Analysis" is required to evaluate if noise impacts result from the proposed project, and if abatement must be considered. The current abatement allowance is \$92,000 per benefited receiver.

Prior to initiation of the NSR, a field review will be conducted with Caltrans District 8 staff for concurrence on noise measurement and modeling locations and to discuss any other noise related concerns or constraints. Concurrence on the measurement locations will be obtained prior to conducting any field work or noise measurements. The CONSULTANT Team will prepare a Noise Work Plan that will outline the field and analysis methodology, traffic data, monitoring locations, and modeling locations. The Noise Work Plan will also identify the percentages of the five vehicle classes that can be modeled. Fleet mix percentages will be obtained from the traffic engineer and will be included in the Noise Work Plan for review and approval by Caltrans District 8.

The NSR will commence upon Caltrans concurrence with the Noise Work Plan. Caltrans concurrence with the Work Plan is essential in order to avoid taking new or additional noise measurements or re-modeling, avoiding potential delays in schedule. The analysis will comply with methodology outlined in the Noise Work Plan, Protocol, Technical Noise Supplement, and the Caltrans Standard Environmental Reference (SER).

DELIVERABLES:

- Deliverables: Draft and Final NSR and Model (3 hardcopies and 2 electronic copies)

4-22o Noise Abatement Decision Report (NADR)

The CONSULTANT team will present the preliminary noise abatement decision based on acoustical and non-acoustical feasibility factors and the relationship between noise abatement allowances and the engineer's cost estimate.

DELIVERABLES:

- Draft and Final Traffic Noise Abatement Decision Report

4-22p Natural Environment Study - Minimal Impact (NESMI)

The CONSULTANT Team will prepare a Natural Environment Study Report – Minimal Impact (NESMI) in accordance with the Caltrans Standard Environmental Reference (SER) Caltrans Environmental Handbook, Volume 3, and Biological Resources. The NESMI will document and evaluate the natural habitat in the project area and determine whether the proposed project would result in impacts to sensitive species/habitats. The NESMI will also include an analysis of the project's compliance with the western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

Prior to any fieldwork, The CONSULTANT Team will execute and evaluate a biological resource records search of the most current versions of the California Natural Diversity Data Base, the California Native Plant Society's Online Inventory of Rare and Endangered Plants, and the Western Riverside Regional Conservation Authorities (RCA) ArcGIS Web Application for the MSHCP. Database information will be augmented by the CONSULTANT Team's local knowledge of potentially occurring resources. In addition, the CONSULTANT Team will use the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation System (IPaC) website to check for any listed species or designated critical habitat occurring on or near the project site. The CONSULTANT Team will obtain an official USFWS species list using the IPaC tool.

A qualified biologist will conduct an assessment of the project area to identify and document the occurrence of any

biological resources (i.e., species or habitats) of particular interest or concern or the potential for occurrence of such resources that may not be detectable at the time of the fieldwork. Following the site survey, the CONSULTANT Team will prepare an NESMI documenting the field methods used and the results of the biological resources assessment in accordance with the currently prescribed Caltrans template. A draft copy of the NESMI will be provided for Caltrans review. Upon receipt of any comments or suggested revisions, the CONSULTANT Team will prepare and submit the finalized report.

Based on a review of the RCA's ARCGIS Web Application for the MSHCP, the CONSULTANT Team has identified that the Project is located within the MSHCP's Burrowing Owl Survey Area. Based on a review of an aerial photograph, the CONSULTANT Team does not anticipate impacts to suitable burrowing owl habitat within the Burrowing Owl Survey Area. However, this determination cannot be made until a burrowing owl habitat assessment has been conducted. The CONSULTANT Team will conduct a burrowing owl habitat assessment per MSHCP requirements at the time of the initial site survey. Focused burrowing owl surveys have been included as an optional task in the event that suitable burrowing owl habitat is identified within the MSHCP Burrowing Owl Survey Area.

Based on a preliminary examination of an aerial photograph of the proposed Project area, the CONSULTANT Team does not anticipate the presence of habitat for any other species that would require focused species in the potential Project impact area. If habitat is found for any other species that require focused surveys to determine presence/absence within the project area, an amendment request will be provided.

DELIVERABLES:

- Draft and Final NESMI (3 hardcopies and 2 electronic copies)

4-22q Jurisdictional Delineation (JD)

The CONSULTANT Team will conduct a jurisdictional delineation to determine the extent of U.S. Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW) jurisdiction within the project area. The CONSULTANT Team will prepare a jurisdictional delineation report documenting the results of field delineation. The report would be suitable for submittal to the USACE, Regional Water Quality Control Board (RWQCB), and the CDFW for use in acquiring regulatory permits, if needed. The report will include a map of aquatic features identified on-site, field measurements, regulatory analysis and descriptions of the various features found on-site, and photographs documenting the features identified on-site.

If regulatory agencies claim jurisdiction over any of the drainages identified in the project study area, and the project cannot avoid impacts to these features, an amendment request to provide permitting support to acquire a U.S. Army Corps of Engineers (USACE) Section 404 Nationwide Permit, Regional Water Quality Control Board (RWQCB) Section 401 Certification, and California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement will be provided.

DELIVERABLES:

- Draft and Final JD (3 hardcopies and 2 electronic copies)

4-2r Community Impact Assessment (CIA)

The CONSULTANT Team conducted a preliminary environmental justice analysis in October 2017 for the Project area by using demographic and socioeconomic census data, specifically 2011-2015 American Community Survey 5-Year estimates. According to the analysis, the Project area as a whole is considered an environmental justice

community because the project area's minority population (non-white population) is approximately 64 percent, which is greater than 50 percent of the affected area. The project area is not considered to be a low-income population since the median family household income for the project area for an average family size of four persons is \$58,496, which is well above the U.S Department of Health and Human Services (HHS) poverty threshold for an average family size of four of \$24,300. While the project area as a whole is not considered to be at the poverty level based on the HHS poverty threshold, 13 percent of family households within the project area are living below the poverty level.

The CONSULTANT Team will prepare a Community Impact Assessment (CIA) report that will further analyze project impacts to environmental justice groups and low-income populations. The CIA will also evaluate social, economic, and land use effects of the project (see additional details below). The CIA will be prepared in compliance with NEPA and CEQA requirements and Caltrans Standard Environmental Reference (SER) Guidelines. The CIA will be prepared using the Community Impact Assessment Template (last revised November 7, 2016).

Land Use

Existing and future land uses will be evaluated for potential project impacts by reviewing the City of Lake Elsinore and Riverside County General Plans, Land Use Elements and Land Use Maps. A review of state, regional, and local plans will be conducted to determine the project's compatibility with these plans. Impacts to coastal zone areas, wild and scenic rivers, parks and recreation, and farmlands/timberlands resources will also be evaluated.

Growth

An evaluation for growth-related impacts will be conducted to determine how the proposed project may affect or influence future growth and development. Growth forecast data will be obtained from the California Department of Finance and from SCAG's 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

Community Character

Demographic and economic data from the U.S. Census Bureau and the 2016-2040 SCAG RTP/SCS will be gathered and analyzed to understand population and community characteristics of the project site and surrounding areas. Community facilities and services, including utilities, public services and emergency services, will be reviewed for project impacts related to acquisition and access issues. Relocations and displacements of residents and businesses from right-of-way requirements will be evaluated. Per Executive Order 12898, an environmental justice impacts analysis will be conducted to determine if the project would result in disproportionately high or adverse effects on minority and low-income populations.

Traffic and Transportation

Traffic and transportation impacts as a result of the project, such access, circulation, and parking, will be discussed.

Public Involvement

All public involvement and stakeholder outreach conducted for the environmental documentation phase of project will be summarized in the CIA.

The CIA will provide recommendations of avoidance, minimization, and mitigation measures to address potential adverse or significant impacts to community resources as a result of the project. Findings from the CIA will be used to support the project's environmental document.

Deliverables: Draft and Final CIA (3 hardcopies and 2 electronic copies)

4.2s Farmland Impact Study

The CONSULTANT Team conducted a review of the State's Farmland Mapping and Monitoring Program in October 2017 and found approximately 103 acres of designated Farmland of Local Importance to be located within 0.50-mile from the project site. The designated farmlands are located primarily northeast, southwest, and southeast of the project site and could potentially be impacted by the project's reconfiguration of on- and off-ramps and associated local road improvements.

The CONSULTANT Team will prepare a Farmlands Impact Study to determine impacts to farmlands, and will provide measures to address any farmland impacts. The report would be prepared in accordance with NEPA and CEQA requirements, including the Farmland Protection Policy Act, Williamson Act, and the Caltrans Standard Environmental Reference (SER) Guidelines.

The report will evaluate project impacts to farmlands, including any conversion of farmlands to non-agricultural uses, impairment of agricultural productivity, and subdivision of agricultural parcels. Local farmland preservation policies will be reviewed, including open space, land use, and conservation elements in the Riverside County and City of Lake Elsinore General Plans. Particular attention will be made when reviewing local zoning and land use ordinances for agricultural uses to minimize land use impacts. In addition to reviewing maps from the Farmland Mapping and Monitoring Program, a review of maps by the California Department of Conservation will also be conducted to identify any existing Williamson Act contract lands. Based on the review of plans and maps, a site visit will be conducted to verify existing and viable farmlands within the project area.

Any impacts to farmlands under the Farmland Protection Policy Act or Williamson Act require early consultation with the Natural Resources Conservation Service (NRCS), Caltrans, California Department of Conservation, and the City of Lake Elsinore's Planning Division. In addition, completion of Form NRCS-CPA-106 (Farmland Conversion Impact Rating for Corridor Type Projects) will also be required.

Findings from the Farmlands Impact Study will be used to support the project's environmental document and CIA Report.

DELIVERABLES:

- Draft and Final Farmland Impact Study (3 hardcopies and 2 electronic copies)

4-22t Relocation Impact Memorandum (RIM)

Based on the review of the proposed build interchange concepts, it is not anticipated that the project will impact enough properties where more than 10 relocations would be required. Therefore, the CONSULTANT Team recommends a Draft Relocation Impact Memorandum (DRIM). The DRIM will be prepared in accordance with 49 Code of Federal Regulations (CFR) 24, Caltrans' Environmental Handbook, Volume 4 (October 2011), and the Caltrans Right-of-Way Manual to support the IS/EA.

The DRIM will identify the potential displacement of adjacent commercial/businesses/residential properties, and include a discussion of the impacts to these businesses/properties as a result of the proposed project. In addition, mitigation measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the Caltrans Right-of-Way Division will be critical to the timely completion of this memorandum.

DELIVERABLES:

- Draft and Final RIM (3 hardcopies and 2 electronic copies)

4-22u Aerially-Deposited Lead (ADL)

The proposed Aerially-Deposited Lead (ADL) investigation will be conducted in areas that are located within Caltrans right-of-way, and in areas that are affected by the largest footprint (Design Option 3) for the I-15/SR-74 Interchange Improvement Project (Project). The sampling and analysis scope that will be conducted by CONSULTANT will include:

- a) Preparation of a workplan and site-specific health and safety plan prior to onsite field activities
- b) Collection of soil samples from up to 64 hand auger borings, for geologic analysis and collection/submittal of samples to an analytical laboratory for analysis
- c) Laboratory analysis of samples for the following:
 - a. Lead by United States Environmental Protection Agency (EPA) Method 6010, the Total Threshold Limit Concentration (TTLC) method
 - b. Lead by the Soluble Threshold Limit Concentration Waste Extraction Test (STLC WET) method
 - c. Lead by the STLC Deionized Water (DI) WET method
 - d. Lead by the Toxicity Characteristic Leaching Procedure (TCLP) method
 - e. pH by EPA Method 9045D
- d) Preparation of a ADL Sampling and Analysis Report that summarizes the results, and provides recommendations based on the investigation's findings

DELIVERABLES:

- Draft and Final ADL Survey Workplan (3 hardcopies and 2 electronic copies)
- Draft and Final ADL Health and Safety Plan (HASP) (3 hardcopies and 2 electronic copies)
- Draft and Final ADL Survey Report (3 hardcopies and 2 electronic copies)

ASSUMPTIONS:

- The characterization of the nature and extent of lead contamination in shallow soil is to support waste soil reuse and disposal criteria for Project construction and inform the health and safety precautions for site workers.
- All work will be performed under the direct supervision of a Professional Geologist, licensed in the State of California, with expertise in contaminated site assessments and hazardous waste disposal.
- Onsite personnel conducting sampling and analysis work will be required to have current 40-hour hazardous waste operations and emergency response (HAZWOPER) certifications.

- Caltrans encroachment permits for this work will be provided as an in-kind, expedited service through the Project coordination process.
- This estimate was based on the worst case scenario for project impacts (Design Option 3). If another Design Option selects a smaller footprint design then the number of testing locations and the estimated fee may decrease.

4-3 Prepare Environmental Document

4-3a Screencheck Draft IS/EA

A Screencheck Draft IS/EA shall be prepared in accordance with the Caltrans Environmental Handbook latest Annotated Outline dated August 2, 2017, FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. The Screencheck Draft IS/EA will include the FHWA environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed avoidance, minimization, and/or mitigation measures, a Mitigation, Monitoring, and Reporting Program (MMRP)/Environmental Commitment Record (ECR) and a listing of environmental and related permits required for implementation of the project.

The Screencheck Draft IS/EA will be provided to the City and Caltrans for the appropriate reviews outlined in the Caltrans Standard Environmental Reference (SER) Environmental Handbook, Chapter 38, NEPA Assignment, to comply with the Caltrans Environmental Document NEPA 5 Step Review Process. Once the City and Caltrans, provide comments on the document, the CONSULTANT Team will revise the document appropriately.

DELIVERABLES:

- Screencheck Draft IS/EA (20 hardcopies and 20 electronic copies); and
- Screencheck Draft MMRP/ECR (20 hardcopies, and 20 electronic copies).

4-33b Draft IS/EA

The revised Screencheck Draft IS/EA will then be resubmitted to the City and Caltrans for approval. The CONSULTANT Team will prepare a response-to-comments matrix demonstrating how and where the comments have been addressed in the Screencheck Draft IS/EA. Coordination with the Caltrans District 8 Environmental staff will be critical to the timely review and approval of this document. The Draft IS/EA will follow the Caltrans Environmental Document NEPA 5 Step Review Process. Once all reviews have been completed, the District 8 Environmental Branch Chief will certify that the document is ready for public circulation. The Draft IS/EA will then be distributed to agencies and the public for review and comment.

DELIVERABLES:

- Draft IS/EA (Original hardcopy, 20 hardcopies and 20 electronic copies); and
- Draft MMRP/ECR (20 hardcopies, and 20 electronic copies).

4-33c Circulate Draft IS/EA (30 calendar days)

Notice of Intent/Notice of Availability (NOA) will be prepared, following approval of the Draft IS/EA, for publication in

the Press-Enterprise and the Excelsior Inland Empire. The CONSULTANT Team will find an appropriate location within vicinity of the project area, and assist the City and Caltrans in conducting the Public Informational meeting.

The CONSULTANT Team will prepare, obtain approvals from Caltrans, and circulate/mail the NOI/NOA. These notices will be sent to local residents, elected officials, responsible agencies, and other special interest groups on the project mailing list encompassing an area up to 0.5 mile radius to the project. As stated earlier, the mailing list will be developed by the CONSULTANT Team and receive prior approval from the City and Caltrans.

Filing of the Notice of Intent (NOI) to Adopt a Negative Declaration or Mitigated Declaration completes the CEQA Initial Study. The NOI is submitted to the State Office of Planning and Research to determine whether the project will have a significant environmental effect, the type of environmental document prepared, if mitigation measures were made a condition of project approval. A Draft NOI will be prepared and submitted to the City and Caltrans for review and comment. Following this review a final NOI will be prepared and submitted to the City and Caltrans.

DELIVERABLES:

- NOI/NOA (Original hardcopy, 20 hardcopies, and 20 electronic copies); and
- Mailing list of addresses and contacts including mailing of notices

4-33d Public Outreach Support/ Meetings

The CONSULTANT team and their public outreach subconsultant, Arellano Associates (AA) will support the City of Lake Elsinore by executing a well planned public outreach program to explain the proposed project, minimize community/business concerns, offer opportunities for community feedback and two-way dialogue, and reinforce the purpose and need for the project. Outreach activities will support the technical team, with materials designed to be "user friendly" to ensure that the public understands the project alternatives and how to provide input. The overarching goal is to ensure that all stakeholders have a voice in the environmental process and that their opinions and comments are heard and respected. AA has used a similar approach for the Riverside County Transportation Department's Ethanac Expressway Project, the Riverside County Transportation Commission's 74/215 Interchange Project and I-215 Central Project, and RCTC's 91 Corridor Improvement Project. Suggestions from community members and businesses were incorporated into the project to help mitigate their concerns. Key outreach activities and provided in the Scope of Work below.

Task 1. Stakeholder Contact Database: AA will compile a contact database of businesses and property managers, chambers of commerce, residential property owners and occupants, elected officials, city/county/Caltrans representatives, school district and higher education representatives, resource agencies, environmental advocacy groups, news media, and other interested parties. The draft database will be provided for team review and updated/maintained for the PA/ED phase of work. AA will use this list for the mailing of the Notice of Initiation and will obtain parcel data records for properties within a half-mile radius of the project limits. AA also will distribute agency letters/notifications for public circulation of the Draft Environmental Document.

Task 2. Project Fact Sheet: AA will collaborate with the technical team to create a fact sheet to explain and illustrate the design alternatives to be studied, the purpose and need, anticipated project schedule, potential funding sources, and ways to obtain more information and comment on the proposed project. Electronic

copies and printed copies will be provided.

Task 3. Website Material: AA will prepare text and graphics for posting to the City of Lake Elsinore website, using specifications provided by City staff. Downloadable project materials also will be provided, including the fact sheet noted in Task 2 and public meeting notices noted in Task 6. A comment form also will be created for the website to allow the public to submit comments during the public circulation period of the Draft Environmental Document.

Task 4. Social Media: Coordinating with the technical team, AA will develop social media posts for the City of Lake Elsinore's Facebook and Twitter accounts and encourage businesses and residents to follow the project through social media. High-level information will be posted, such as the launch of the project, ways to stay connected, notices of public meetings or businesses outreach meetings, and opportunities to comment during the public circulation period.

Task 5. Response to Comments: AA will coordinate with the project team to obtain information to respond promptly and accurately to community members or others who inquire about the project. AA will log all inquiries received via telephone, email, website, social media, or in-person and related responses and provide the log to the project team each month or upon request. During the public circulation period, inquiries will be directed through the formal public comment process.

Task 6. Public Meetings: AA will plan and host up to four public meetings to support the environmental process. The meetings will provide an opportunity for stakeholders to learn about the proposed project and process, ask questions and provide valuable input that can be used to refine the alignment alternatives. Logistics and support activities for the meetings will include research of locations and availability, coordination of meeting dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), preparation of notices, set-up and clean-up, materials (sign-in sheets, comment cards, directional signage and 24"x36" exhibits), photography, refreshments and preparation of summary reports for the meetings. For the one public meeting/hearing, AA will place one advertisement in The Press-Enterprise and one advertisement in Excelsior Inland Empire (Spanish language newspaper); arrange for the services of court reporter and a certified bilingual interpreter, and compile all comments submitted during the 30-day public comment period. AA suggests that the four public meetings be organized as follows:

1. Briefing to Lake Elsinore City Council
2. Open house-style public hearing for circulation of the Environmental Document
3. Business support meeting for the Business District
4. Information kiosk(s) in parking lots of large retail centers

Task 7. Team Coordination: AA will participate in project team meetings as directed. Attendance at selected meetings will ensure close coordination with the project team and provide a forum for regular updates about public comments and the status of public involvement and communication efforts. In addition, AA will communicate with the project team via telephone or email on a regular basis.

Up to two staff members from the CONSULTANT Team will attend the Public Informational Meeting in support of the project that will be scheduled during the 30 day public circulation period of the Draft IS/EA. The CONSULTANT Team will assist the City and Caltrans in soliciting agency and public comments on the Draft IS/EA.

In addition, the CONSULTANT Team will assist in the preparation and review of public informational meeting handouts, visual displays, and other materials.

DELIVERABLES:

- Notification (e.g., newspapers advertisements) for the Draft IS/EA Public Hearing, including mailing list of addresses and contacts, including mailing of notices;
- Agency letters/notifications;
- Public Hearing assistance in including handouts, visual displays and other materials as well as the presence of a court reporter;
- Documentation and gathering of public comments for the Project records (10 copies); and
- Submittal of the Draft IS/EA to the State Clearinghouse (in an electronic format subject to their guidance).

4-33e Response to Comments on Draft IS/EA

The CONSULTANT Team will address comments received from agencies and the public during the public circulation period and the public hearing. The responses will be submitted to the City and Caltrans for review.

DELIVERABLES:

- Deliverables: Response to Comments Matrix (20 hardcopies and 20 electronic copies)

4-33f Screencheck Final IS/EA

The CONSULTANT Team will revise the Draft IS/EA, if necessary, to appropriately address the comments received during the public circulation period. The response to comments will be included as an appendix to the Screencheck Final IS/EA. The Screencheck Final IS/EA will follow the Caltrans Environmental Document NEPA 5 Step Review Process. The Screencheck Final IS/EA will be submitted to the City and Caltrans for review.

DELIVERABLES:

- Screencheck Final IS/EA (20 hardcopies and 20 electronic copies); and
- Screencheck Final MMRP/ECR (20 hardcopies, and 20 electronic copies).

4-33g Final IS/EA (Anticipated Final MND/FONSI)

A Screencheck anticipated Final MND/FONSI shall be prepared in accordance with the Caltrans SER, Caltrans Environmental Handbook, FHWA Technical Advisory T6640.8A, and CEQ regulations. The IS/EA shall be prepared using the latest Caltrans environmental document template, last updated August 2, 2017. Consistent with the requirements identified, the CONSULTANT Team will prepare the Screencheck anticipated Final MND/FONSI incorporating the public comments, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, and a listing of environmental (and related) permits required for implementation of the project.

The Screencheck Final MND/FONSI will be provided to the City and Caltrans for the appropriate reviews outlined in the Caltrans Standard Environmental Reference (SER) Environmental Handbook, Chapter 38, NEPA Assignment, to

comply with the Caltrans Environmental Document NEPA 5 Step Review Process. The Screencheck Final MND/FONSI will include an External QC Certification Sheet for final environmental documents. The revised anticipated Final MND/FONSI will then be resubmitted to Caltrans for approval. Caltrans will seek formal approval from FHWA for the responsibilities that have not been delegated under the NEPA Delegation, including FHWA's air quality conformity responsibilities (MOU 3.2.4) and government to government consultation with Indian tribes (MOU 3.2.3). The CONSULTANT Team will prepare a response-to-comments matrix indicating how and where the public comments have been addressed in the screencheck anticipated Final MND/FONSI. The Final Screencheck MND/FONSI will include an updated Mitigation, Monitoring, and Reporting Plan (MMRP)/ Environmental Commitments Record (ECR).

The CONSULTANT Team will also prepare a Finding of No Significant Impact (FONSI), which will be included as part of the final environmental document.

DELIVERABLES:

- Final (M)ND/FONSI (Original hardcopy, 20 hardcopies, and 20 electronic copies); and
- Final MMRP/ECR (20 hardcopies, and 20 electronic copies);

4-33h Prepare Notice of Determination (NOD)

To complete the CEQA environmental process, upon approval of the Anticipated (M)ND/FONSI, the CONSULTANT Team will prepare the Notice of Determination (NOD) pursuant to CEQA. The NOD will be provided to the City and Caltrans for review. The NOD will indicate the decision to proceed with the Preferred Alternative and include responses to public comments generated during the Draft IS/EA public review period. The CONSULTANT Team will post the NOD with the State Clearinghouse and County Clerk and coordinate with Caltrans on the process. This scope assumes that the City will provide payment of CDFG filing fees or fees associated with filing the NOD with the County Clerk.

DELIVERABLES:

- Draft NOD Form (2 hardcopies, and 2 electronic copies); and
- Final NOD Form (2 hardcopies, and 2 electronic copies)

NAME OF CONSULTANT HDR Engineering, Inc.		TITLE OF PROJECT I-15 & SR 74 IC PA/ED	
DETAIL DESCRIPTION Project Report / Environmental Document			TOTAL ESTIMATED
SECTION 1. - DIRECT LABOR			
PIC			\$8,755.55
Project Manager			\$185,911.26
Independent QC Reviewer			\$54,829.32
Environmental QC			\$37,664.95
Value Engineering Professional			\$14,596.80
Environmental Reviewer			\$33,712.80
QA Manager			\$10,295.07
Task Manager (Roadway Lead)			\$119,234.71
Task Manager (Structures)			\$12,515.81
Task Manager (Geometrician)			\$8,768.01
Task Manager (Project Report)			\$124,109.64
Sr. Engineer (Structures)			\$0.00
Sr. Engineer (Drainage)			\$3,025.54
Sr. Engineer (Geotechnical)			\$130,886.31
Sr. Landscape Architect			\$1,585.38
Environmental Lead			\$105,016.49
Senior Environmental Planner			\$117,890.77
Environmental Planner			\$121,776.77
Right Of Way Agent			\$22,025.93
Biological Resources QC			\$7,619.52
Senior Biologist			\$25,122.27
Senior Air Quality/Noise Specialist			\$36,678.26
Hazardous Waste Specialist			\$3,449.84
Senior GIS Specialist			\$17,501.17
Editor/WP			\$5,294.69
Civil Engineer			\$89,310.06
CADD			\$50,006.37
Project Coordinator			\$47,916.87
TOTAL HDR LABOR			\$1,395,500.15
SECTION 2. - SUB LABOR COSTS			
AA			\$50,260.68
AE			\$24,380.77
FP			\$106,205.10
GA			\$43,675.17
MB			\$266,878.62
TOTAL SUB LABOR			\$491,400.33
TOTAL DIRECT LABOR COSTS (Sum of section 1 and 2)			\$1,886,900.49
OTHER DIRECT COSTS (HDR)			\$77,287.00
Mileage (Sub)			\$708.00
Postage (Sub)			\$1,730.00
Reproduction (Sub)			\$3,550.00
Travel (Field Review Sub)			\$1,400.00
Public Information Meeting Materials (Sub)			\$20,950.00
TOTAL OTHER DIRECT COSTS			\$105,625.00
TOTAL CONTRACT COST			\$1,992,525.49



Transmittal

Date: Friday, January 12, 2018

Project: SR-74/I-15 Interchange Improvements PA&ED Phase – Project Management

To: Nicole McCalmont
130 South Main Street
Lake Elsinore, CA 92530

From: Lacey Lorentzen

Subject: **Contract Documents**

We are sending you:

☒ **Attached**

☐ **Under separate cover via the following items:**

☐ Shop drawings

☐ Prints

☐ Plans

☐ Samples

☐ Specifications

☐ Copy of letter

☐ Change Order

☒ Other: Contract Documents

Copies	Date	No.	Description
2	1/12/2018	1	Partially Executed Contract
1	1/12/2018	2	Insurance Certificates

These are transmitted as checked below:

☐ For your approval

☐ Approved as submitted

☐ Resubmit

☐ For your use

☐ Approved as noted

☐ Submit

☒ As requested

☐ Returned for corrections

☐ Return

☐ For review/comment

☐ Other: Enter Other Item

☐ For bids due

☐ Prints returned after loan to us

Remarks:

Copy to: Mark Hager – Project Manager
Project File

Signed: 

JAN 17 2018

CITY CLERK'S OFFICE

RECEIVED
CITY OF LAKE ELSINORE

JAN 16 2018

ENGINEERING DIVISION

hdrinc.com

2280 Market Street, Suite 100, Riverside, CA 92501
T 951.320.7300 F 951.320.7301



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:		
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Liberty Mutual Insurance Company		23043
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** W5100947**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-037	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
	OTHER:						
B	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-047	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	TH7-641-444950-067	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED \$ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-017	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 10085550 - SR-74/I-15 Interchange Improvements PA&ED Phase.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore Attn: Ati Eskandari 130 South Main Street Lake Elsinore, CA 92530	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Minnesota, Inc.		NAMED INSURED HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: <u>25</u> FORM TITLE: <u>Certificate of Liability Insurance</u> Additional Insureds and Waiver of Subrogation: The City, its elected or appointed officers, officials, employees, agents and volunteers.
--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-037
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Person or Organization: Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

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

As required by written contract

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-047
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-037

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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.

SCHEDULE

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-017
\$

Effective Date 6/01/2017

Premium

Issued to:

Policy Number **TB2-641-444950-037**
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with Broker		30 Days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number **AS2-641-444950-047**
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with Broker		30 Days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

Per Schedule on file with Company 30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-017 Effective Date 6/01/2017 Premium \$

Issued to

Effective June 1, 2017 HDR will have two separate insurance brokers.

Lockton will remain HDR's insurance broker for professional liability only.

Willis Towers Watson will be HDR's new broker for:

1. General Liability
2. Automobile Liability
3. Workers Compensation
4. Property/Equipment

If professional liability is required by the contract documents provided in the insurance request, we will forward the information to Lockton for processing.

Please direct all questions regarding certificates of insurance to HDR's insurance manager, Matthew Peterson by email at MPeterson@HDRInc.com or by phone at (402)399-1499.

Regards,
Willis Towers Watson Certificate Center
Phone: 877-945-7378
Fax: 888-467-2378
Email: certificates@willis.com



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

1/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1429583 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES *HDRIN01 **CERTIFICATE NUMBER:** 15147244 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2017	6/1/2018	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10085550 - SR-74/I-15 INTERCHANGE IMPROVEMENTS PA&ED PHASE. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

15147244
CITY OF LAKE ELSINORE
ATTENTION: ATI ESKANDARI
130 SOUTH MAIN STREET
LAKE ELSINORE CA 92530

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.