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SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

June 21, 2024

Boules Ghaly, EIT  
Public Works-Engineering Division  
City of San Bernardino  
210 N. E. Street, 2<sup>nd</sup> Floor  
San Bernardino, CA

**SUBJECT: TASK ORDER NUMBER 001 FOR ENGINEERING SERVICES  
HILL DRIVE STORM DRAIN  
REC JOB #16749-K**

Dear Boules,

As we discussed, you would like Rick Engineering Company (RICK) to provide civil engineering services for the City of San Bernardino. The City is interested in constructing approximately 1,300 LF of storm drain in Hill Drive to divert existing channel flows from the intersection of Hill Drive/N. Acacia Ave. to the existing basin at the east end of Hill Drive. Based on an initial review of the site, the proposed improvements include the proper sizing of an underground storm drain system with a headwall type inlet system or other inlet system deemed appropriate after hydrologic studies have been performed. The system will include a headwall outlet system with a riprap pad to control the velocity of the flow heading into the existing basin. A hydrology study will be performed to determine if any catch basins are needed along W. Hill Drive. The project includes one (1) catch basin around the W. Hill Drive/N. E Street intersection and one (1) inlet at the end of W. Hill Drive to pick up the flows from the existing gutter before they surface flow into the basin. The project will provide an emergency overland overflow into the basin.

The scope of work is described in detail below.

## **SCOPE OF WORK**

Rick Engineering Company "Consultant" agrees to perform the following listed services for the compensation stated below in Section IV:

### ***Engineering Services***

#### **A. Research**

Consultant will conduct research with the City of San Bernardino, County of San Bernardino, and other governing agencies for existing plans and maps of the adjacent area to be used for the design of the project. Fees required by the governing agencies for the existing plans/maps are not included with the scope and assumed to be paid by the client.

Consultant will prepare a CAD file based on the boundary survey described below showing the existing utilities discovered in the research.

## **B. Right of Way and Boundary Analysis**

Consultant will research and obtain record mapping for parcels in question. Consultant will prepare a field boundary survey of the project parcels in question and search for and field survey existing street and boundary monumentation. Note that the use and reliance of existing monuments of record is required to complete this task. If monuments of record do not exist in the field, this item will be subject to additional costs to be billed per the attached Schedule of Hourly Rates. Consultant will analyze field located monuments compared with the record mapping and prepare a calculated/reduced Right of way boundary of W. Hill Drive. Right of ways will be based on Record Mapping only. One Preliminary Title Report will be reviewed to establish the Boundary for the Property at the east end of W. Hill Drive where the proposed drainage system outlets into the Flood control basin. The purpose of this review and boundary analysis is to create a Storm Drain Easement on this property.

Public records do not disclose either an owner's name or an Assessor's Parcel number for the property at the west end where the channel exits under the sidewalk. It is assumed client will provide an Assessors number if needed.

No field or boundary analysis will be conducted for adjacent parcels other than those described above. As there are many parcels along W. Hill Drive, Consultant deemed mapping of these parcels was not needed to complete the storm drain design or plans.

## **C. Existing Topography**

Consultant will provide a field survey of surface improvements for design purposes; including -street cross sections along W. Hill Drive; concrete curbs, gutters, and ditches; finished surface shots within the delineated project limits. Consultant will provide a field survey of observable utilities within the project limits, including locating center of manhole rims; corners of structures at surface; size, orientation, and depth of connecting pipes (if able to dip existing manholes); fire hydrants; valves; irrigation boxes; traffic signal poles and equipment; utility poles and conduits and ground level. Prepare indexed topographic map with a contour interval of one foot, showing existing planimetric features. The Topographic Survey will be from the end of the concrete channel as it exits under the sidewalk on N. Acacia Avenue just north of W. Hill Drive, then easterly along

W. Hill Drive to the Flood Control Basin just east of N. Mayfield Avenue including a portion of the basin for design of the outlet system. Survey will also dip existing manholes in the area, if found.

The above-described topographic mapping will be delivered at a 1"=20' scale in a CAD format.

All field work is assumed to be at prevailing wage.

#### **D. Potholing**

Consultant's subconsultant, C Below, will perform twelve (12) potholes. At the time of proposal, a pothole plan was not provided. Consultant will prepare a pothole plan for the site and review with the City of San Bernardino prior to commencement of the potholing. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch. Proposal assumes max depth of 10' for potholes

Additional costs: Potholes outside of our standard will be billed based on actual depth or conditions. Limitations on work hours may cause additional mobilization or traffic control charges. Permitting fees will be adjusted to actual costs.

If C Below is not hired to mark the locations of the potholes, they will be performed off of the utility provider's marks under the client's direction. Utility providers typically do not mark out sewer or storm drain lines. Dry holes are considered billable. Locating is a separate line item that will be represented on your estimate.

Client will be provided a detailed potholing report at the conclusion of the investigation.

#### **SERVICE INCLUDES**

- Dig Alert Coordination & Delineation
- Encroachment Permit at cost plus 15% for processing fee
- Vacuum Excavation to top of utility, encasement or stop depth
- Standard Traffic Control
- Permanent Cold Patch Sand Backfill
- Removal of Debris Pothole Report

#### **SERVICE DOES NOT INCLUDE**

- Hot Patching Slurry Backfill

Engineered Traffic Control Plans  
Extensive Traffic Control Flagging for Traffic Control  
Sidewalk Concrete Panel Replacement  
Removal of Dig Alert Marks  
Survey of Pothole Locations pre or post pothole  
Please request a quote if any of the above services are needed

If additional potholes are found to be needed, an additional scope and fee will be required.

#### **E. Survey of Pothole Locations**

Consultant will perform a field survey after the pothole work has been completed to determine the finished surface at each of the twelve (12) pothole locations. Field work is based on prevailing wage. Consultant will process the information to determine the depth of utilities based on the field work and the potholing report prepared in scope above.

#### **F. Storm Drain Plans**

Consultant will prepare one (1) set of storm drain plans (approximately 1,300 LF) to pick up the existing drainage flow in the existing channel that ends at the intersection of W. Hill Drive/N. Acacia Avenue. Plans to be set at a scale of 1"=40' and include plan and profile views. Scope assumes one (1) catch basin around the W. Hill Drive/N. E Street intersection and one (1) inlet at the end of W. Hill Drive to pick up the flows from the existing gutter before they surface flow into the basin. Proposed storm drain system will start with a proposed headwall inlet system (or other inlet type if deemed appropriate) to pick up the water from the existing channel and will end at a headwall outlet with riprap in the existing detention basin.

Plans will be submitted to the City of San Bernardino at 30%, 60%, and final. Submittal will include the storm drain plans and bond estimate of the proposed improvements.

30% submittal is intended only to get clearance from the City of San Bernardino on the horizontal alignment of the system. Vertical design may not be provided at this time.

Scope assumes that all storm drain structures will be prepared per standard plans and no structural design/details for system will be required.

This scope assumes that topographic information for the area tributary to the project will be available from the City and/or County of San Bernardino.

Scope does not include any existing utility relocation plans if any conflicts are found during design/construction. Traffic Control plans are not included with this scope and fee. Specifications are not included.

## **G. Final Drainage Study**

Consultant will prepare and submit to the City of San Bernardino one (1) drainage study to be used for the final engineering design of the storm water conveyance system and conveyance of flows through the project. Included are preparing the modified rational method hydrology for pre-project and post-project conditions (for up to 50 acres of tributary area), sizing pipes (utilizing WSPGW for the mainline), sizing up to three inlet locations, identifying a riprap outlet location (where applicable), preparing the drainage study maps for pre-project and post-project conditions, and preparing the report. This scope assumes that topographic information for the area tributary to the project will be available from the City and/or County of San Bernardino. The hydrologic analysis will analyze the 10-year and 100-year storm event in accordance with the San Bernardino County Hydrology Manual (dated August 1986). The hydrologic analysis will also utilize site observations and historical aerial imagery to determine an approximate base flow for the tributary natural spring to document the performance of the proposed collection system.

The Drainage Study will be submitted to the City of San Bernardino at 30% and 60% stages of design and then will be considered as final with the third submittal.

## **H. Utility Easement**

Consultant will prepare one (1) storm easement for the project. Scope includes a plat and legal description for the easement. Easement will cover the proposed storm drain improvements that are outside of the existing right of way at the end of the storm drain system within the existing detention basin. The client will be responsible for creating the necessary Deed Documents and submitting them.

Easement evaluation and acquiring of easement are per separate scope below.

## **I. Meetings, Management, and Coordination**

Consultant will attend meetings and coordinate with client, client's other consultants and agencies during the final engineering phase. Scope includes

project management time. Actual time constraint is unknown. A budget of twenty-five (25) hours has been assumed for this task.

#### **J. Direct Expenses**

Reimbursable expenses include copying, printing, report binding, delivery, mailing, and mileage expenses incurred for the items described within the scope of work of this proposal. These expenses will be on a time and materials basis for a not-to-exceed amount below.

#### ***Easement Acquisition***

Consultant's subconsultant, EPIC, will fulfill the following milestones during the preliminary engineering phase to complete the easement acquisition services required for the CITY to construct the spring water line drain improvements:

#### **K. Project Management and Meetings**

EPIC will work closely with RICK to review project assignments and establish clear lines of communication, procedures, and protocols to keep the team on track to reach goals, including attendance at kickoff and project progress meetings. Status update reports will be provided for the right of way acquisition task that include property owner and/or tenant contact information, status of noticing, and anticipated acquisition date. Professional right of way services performed by EPIC will follow all prevailing local, state, and federal policies and regulations, where applicable, including the California Government Code Title 1, Chapter 16, Section 7260-7277 (Relocation Assistance Law), California Code of Regulations Title 25, Division 1, Chapter 6 (California Relocation Assistance and Real Property Acquisition Guidelines) and federal Uniform Relocation Assistance and Real Property Acquisition Act (URA).

##### **Deliverables:**

- Attendance at meetings
- Monthly time-and-expense invoices
- Status Reports (8 reports)

##### **Assumptions:**

- Assumes project has no delays and that scope can be completed within 10 months from task NTP.
- Assumes 1 senior right of way staff to attend up to 4 Design Progress Meetings.

Timeline: Full Duration of Right of Way Task (approx. 10 months)

## **L. Title Examination**

EPIC will obtain a preliminary title report (PTR) for proposed easement area. EPIC will perform a desk review of title report and survey exhibits, including legal descriptions and plat maps prepared by RICK (if available), to research and verify real property ownership and identify any encumbrances. EPIC will assist in clearing encumbrances to conveying title prior to closing.

Deliverables:

- Up to one (1) reviewed Preliminary Title Report (PTR)

Assumptions:

- RICK shall determine all required temporary and permanent right-of-way needs for the Project and prepare Right-of-Way Requirements maps for the project identifying all partial and full property acquisition areas. Survey exhibits for the proposed property acquisition areas, including legal descriptions and plat map exhibits, will be provided by RICK.
- Once the Assessor's Parcel Numbers are confirmed, the fee for PTRs is subject to change.
- This proposal does not include fees for litigation guarantees.

Timeline: 10-14 days

## **M. Appraisal Reports**

A qualified appraiser employed or subcontracted by EPIC will provide an opinion of fair market value for the proposed acquisition areas in the form of an appraisal report. Appraisal will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute's Code of Ethics, and federal policies and regulations, where applicable. To initiate the task, the appraiser will coordinate and attend a pre-appraisal meeting with the City to outline the scope of work needed. The appraisal will then draft and send a Notice of Decision to Appraise (NDA) letter inviting each property owner to accompany the appraiser on the real property inspection in accordance with California Eminent Domain Law. The property inspection will involve visual inspection to identify property attributes, including the availability of utilities, topography, drainage, external site influences, traffic patterns and surrounding uses, access, frontage, visibility, and quantity, quality and condition of improvements. Following the inspection, the appraiser will research and analyze market conditions relevant to the property type and investigate public records for the property's zoning, entitlement status, general plan and flood hazard area classification, as well as investigate the property tax assessor's records for attributes of the property and project details



and mapping, if applicable. Once these identifications are made, the highest and best use conclusion is formed, and data can be gathered to apply the appropriate approaches to value. These approaches are the sales comparison, cost, and income. The final step is reconciliation of the various indications of value into a single estimate. After the appraisal has been performed, an appraisal report which conforms to USPAP will be provided. Upon completion, the appraisal report will be provided to the Agency for approval of Amount of Just Compensation.

**\*\*Cost-Saving Option\*\*** Whenever possible, EPIC will attempt to complete waiver valuations in lieu of appraisal reports. These may benefit the project with reduced time and budget, however the risk of still needing to complete an appraisal report and review will remain if a property owner is resistant to negotiations.

**Deliverables:**

- Coordination and attendance at pre-appraisal meeting with the City
- Notice of Decision to Appraise (NODA) letter
- Appraisal Report

**Assumptions:**

- Assumes appraisal will not be required for interagency agreements.
- Appraisal Report will be completed within 12 weeks of Notice to Proceed (NTP) and the appraiser's receipt of all pertinent documents (e.g., preliminary title reports, appraisal maps, legal descriptions, plat maps, mitigation plans).
- Assumes no Appraisal Review is required.
- Appraisal will evaluate land only and assumes no damages to property improvements.
- Appraisal fees assumes temporary construction easements (TCEs) and/or partial acquisitions only; no full parcel acquisitions or relocations.
- No Phase I or Phase II Site Assessments will be required.

Timeline: 90 days

## **N. Document Preparation and Property Owner Negotiations**

EPIC will negotiate with property owners for the purchase of property rights in good faith. Upon initiating the negotiation process, EPIC's agents will establish a positive rapport, trust, and a reliable working relationship with the property owner in order to create an atmosphere in which successful negotiations can be conducted. The property owner will be given a detailed explanation of the property interest being acquired and the proposed design and construction details as it affects the property. EPIC will assign one agent to be the primary



point of contact for each property owner. EPIC will advise regarding the acquisition process and the construction (timing, phasing, type, etc.). We will review all project files for quality assurance to make sure all acquisition files meet all local, state, and federal laws and regulations, as well as being compliant with federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) requirements. Specifically, EPIC will:

- Prepare purchase offer documents, including purchase offer letter, appraisal report, and list of compensable items, in accordance with state or federal regulations and the approval of the CITY.
- Present written purchase offer to owner or their representative.
- Follow-up and negotiate with property owner, as necessary.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of all necessary property interests.
- Transmit closed acquisition documents to the CITY.

**Deliverables:**

- Acquisition Documents including Appraisal Report containing amount of Just Compensation
- Administration Settlement Memorandums (where applicable)

**Assumptions:**

- Tax parcels are impacted by temporary construction easements (TCEs) and/or permanent easement only; no full parcel acquisitions or relocations.
- EPIC will use Right of Way document templates provided by the CITY, if available.
- No eminent domain support is included.

Timeline: 90-120 days

## **O. Escrow Coordination**

Once EPIC has obtained signatures from the property owner and the client on acquisition agreement(s) we will open escrow with the CITY's preferred escrow company. We will oversee escrow instructions and will deliver to the CLIENT for approval. We coordinate payment between the Grantor, client, and the Escrow Company. EPIC will obtain signature on all necessary documentation such as grant deeds and temporary construction easement deeds to convey title.

**\*\*Cost-Saving Option\*\*** If the only property interests acquired are confirmed to be TCEs only, EPIC can work directly with CITY to process an in-house escrow to reduce escrow closing fees.

**Deliverables:**

- Escrow Documents including Escrow Instructions and Escrow Closing Schedule
- Final Title Policy

**Assumptions:**

- N/A

Timeline: 30-60 days

**P. Direct Costs**

Direct Costs for mileage, Property Ownership and Real Estate Data, Preliminary Title Reports (assumes 1 report at \$750 each), and appraisal report (assumes 1 report at \$5,000 each).

**ASSUMPTIONS**

1. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
2. The City will distribute bidding documents and prepare and administer the contract, including front end specifications, for construction.
3. Plans will be submitted electronically to the City.  
The city's contracted representative will coordinate and submit deliverables for the processing and approvals of applicable construction permits.
4. Agency review is limited to City of San Bernardino Public Works and San Bernardino County Flood Control District. Changes to the plans as a result of reviews by agencies not listed above will be prepared under a separate agreement.
5. City will coordinate submittal and review by San Bernardino County Flood Control District.
6. All Services not listed in scope of services above are excluded.

**COMPENSATION**

We propose to provide the above-described services for a fixed fee of \$108,980 broken down as follows:

SERVICES	FEE
A. Research	\$3,300
B. Right of Way and Boundary Analysis	\$6,920
C. Existing Topography	\$13,780
D. Potholing	\$25,000
E. Survey of Pothole Locations	\$2,900

F. Storm Drain Plans	\$18,200
G. Final Drainage Study	\$12,000
H. Utility Easement	\$3,500
I. Meetings, Management, and Coordination	\$5,700
J. Direct Expenses	\$1,500
<b>SUBTOTAL ENGINEERING SERVICES</b>	<b>\$92,800</b>
K. Project Management and Meetings	2,300
L. Title Examination	\$280
M. Appraisal Report Coordination	\$400
N. Document Preparation and Property Owner Negotiations	\$5,750
O. Escrow Coordination	\$750
P. Direct Costs	\$6,700
<b>SUBTOTAL EASEMENT ACQUISITION SERVICES</b>	<b>\$16,180</b>
<b>TOTAL FIXED FEE</b>	<b>\$108,980</b>

## SERVICES NOT INCLUDED

The following items may be required but are not included in the scope of work outlined in Section III above. Additional authorization will be required for these services.

- A. Changes in scope of design directed and authorized by Client, in writing, after the start of working drawings. In this case, the amount of extra work shall be that required to bring the revised work to the same stage of completion as the original work, at the time of the change order. In the event the Client desires any changes to the above scope of work, the terms and conditions indicated in Sections III and IV are subject to revision.
- B. Work of a general or promotional nature not connected with the actual design, approval, or construction of the project.
- C. Design and approval of a water or sewer net analysis, booster stations, pressure- reducing stations, sewer pump stations, reclaimed water systems or other utility systems, and the legal descriptions or plat preparations thereof.
- D. Administration, processing, or negotiations to obtain approvals and/or signatures from third parties for such items as Letters of Permission, easements, access roads, driveways, etc.
- E. Aerial Topography
- F. Traffic Control Plans
- G. Revisions/relocations of any existing utilities
- H. Revisions/relocation to existing street improvements



- I. Traffic Analysis
- J. Water Net Analysis
- K. Sewer Study
- L. Architectural Plans
- M. Opinion of Probable Cost
- N. 3-D grading model
- O. Traffic Signal Plans
- P. WQMP – This should not be required as the project is not anticipated to be considered a Priority Project. Instead it is considered to fall under the category of a routine maintenance activity to maintain original line and grade, hydraulic capacity, and/or original purpose of the facility. If a WQMP is requested by the City of San Bernardino, a separate scope and fee may be required.
- Q. HCOC/HMP analysis – This should not be required as the project is not anticipated to be considered a Priority Project.
- R. SWPPP – This is not anticipated to be required as the project is anticipated to disturb less than an acre of area. If requested, a separate scope and fee may be required.
- S. Off-site Drainage Analysis – Flows tributary to the project area will be analyzed with the drainage analysis included in the Drainage Study task item above. However, off-site flows that are conveyed in the storm drain system upstream and downstream of the project will not be analyzed.
- T. Offsite Improvements
- U. Geotechnical Investigation
- V. Critical Course Sediment Yield Analysis
- W. Alternative Compliance
- X. FEMA – The project improvements will be outside of the FEMA floodplain/floodway limits; therefore, any submittals/processing thru FEMA should not be applicable.
- Y. Environmental
- Z. LOMR/CLOMR
- AA. Plan Specifications
- BB. Any surveying or mapping tasks other than those noted above
- CC. Easement at inlet (west end of system)
- DD. Construction staking
- EE. Construction Administration



- FF. Storm Water Pollution Prevention Plan
- GG. CC&Rs or exhibits for the establishment of a Homeowners' Association
- HH. Processing with CalTrans, Department of Fish and Game, Coastal Commission or the Corps of Engineers
- II. Environmental work of any nature
- JJ. Preparation of specifications or bid packages
- KK. Construction observation services
- LL. Storm water collection and analysis services
- MM. As-built measurements
- NN. Dry utility coordination/design
- OO. Existing utility study
- PP. Structural Calculations
- QQ. Recycled Water Use Exhibit
- RR. Landscape plans
- SS. Fuel Modification Plans
- TT. Any other services performed at the direction of the Client, which are not defined in the above-listed services, shall be in addition to those set forth in Item III of this agreement.

We will begin our services following acceptance of this task order for engineering services. Acceptance may be conveyed by signing this offer and returning it to our office.

Sincerely,

RICK ENGINEERING COMPANY



Richard O'Neill, R.C.E. No. 63285, LEED AP, QSD  
Associate Principal

City of San Bernardino Public Works

Accepted this \_\_\_\_ day of \_\_\_\_, 20\_\_.

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**RICK**