

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works MM

BOARD AGENDA # \*C-3

Urgent  Routine

AGENDA DATE September 1, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Consulting Contract to Tremaine & Associates, Inc. for the Engineering Services Associated with the Cultural Resources Study for Regional Surface Transportation Program (RSTP) Road Projects in Stanislaus County

STAFF RECOMMENDATIONS:

1. Award a consulting contract for engineering services to Tremaine & Associates, Inc., not to exceed \$140,000 for the Cultural Resources Study for RSTP Road Projects.
2. Authorize the Director of Public Works to execute a contract with Tremaine & Associates, Inc., not to exceed \$140,000, and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the attached financial transaction sheet.

FISCAL IMPACT:

The Cultural Resources Study for RSTP Projects will be funded 88.53% by RSTP funds and 11.43% by local match funds. At this time, \$140,000 is needed for preliminary engineering services with the Federal share of \$123,942 and a County match of \$16,058. The local match is available in the Public Works Road Fund budgeted for the 2009-2010 fiscal year.

BOARD ACTION AS FOLLOWS:

No. 2009-568

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, and Chairman DeMartini

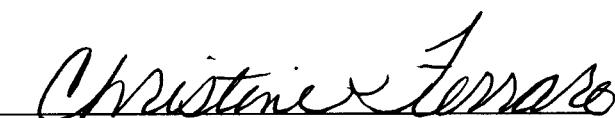
Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Consulting Contract Tremaine & Associates, Inc. for the Engineering Services Associated with the Cultural Resources Study for Regional Surface Transportation Program (RSTP) Road Projects in Stanislaus County

## **DISCUSSION:**

In December 2008, the California Department of Transportation (Caltrans) issued approval for Preliminary Engineering in the amount of \$140,000 funded 88.53% by RSTP funds and 11.43% by local match funds for the Cultural Resources Study for RSTP Road Projects. The RSTP provides funding for a broad range of capacity, operational, and congestion mitigation related improvements.

Pursuant to the National Environmental Protection Act (NEPA), a cultural resource study shall be prepared to obtain/identify all known cultural resources within Stanislaus County right-of-way for all eligible Federal-Aid roads (approximately 400 miles).

On January 26, 2009, Department of Public Works staff requested proposals from seven engineering firms to prepare a cultural resources study for all eligible Federal-Aid roads within Stanislaus County as part of the Cultural Resources Study for RSTP Projects. One proposal was received. Staff reviewed the proposal and determined that Tremaine & Associates, Inc., based in West Sacramento, California, is adequately qualified for these projects.

Tremaine & Associates proposes to perform the following work:

- Task 1 - Conduct a records search to identify known cultural resources and previous studies regarding the specific Stanislaus County Roads under study at the Central California Information Center.
- Task 2 - Generate maps based on records search results of known cultural resources.
- Task 3 - Conduct segment sensitivity analysis.
- Task 4 – Prepare letter reports of records search results and sensitivity analyses for the 350-miles (in 50-mile bundles). \*If budget remains, the final 50-mile bundle will also be completed.

Upon Board approval of the projects' budget, the Department of Public Works will enter into a contract with Tremaine & Associates, Inc., not to exceed \$140,000, for engineering services for the Cultural Resources Study for RSTP Road Projects.

## **POLICY ISSUES:**

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

## **STAFFING IMPACTS:**

There are no staffing impacts associated with this item.

# AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer budget to the Cultural Resources Study for RSTP Roads Project	
Period	JUL-08 to JUN-09	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund	Org	Account	G/L Proj	Loc	Misc	incr appropriations	decr appropriations	incr est revenue	decr est revenue	
	4	7	5	7	6	6					
1	1102	40310	27600		0	0.0	140,000.00				
2	1102	40310	27600	9600	0	0.0			140,000.00		
3	1102	40310	63280	9600	0	0.0	140,000.00				
4	1102	40310	63280		0	0.0			123,942.00		
5	1102	40310	65660		0	0.0			16,058.00		
6						0.0					
7						0.0					
8						0.0					
9						0.0					
10						0.0					
11						0.0					
12						0.0					
13						0.0					
14						0.0					
15						0.0					
16						0.0					
17						0.0					
18						0.0					
19						0.0					
20						0.0					
21						0.0					
22						0.0					
23						0.0					
24						0.0					
25						0.0					
Totals								280,000.00	280,000.00		

Transfer budget to the Cultural Resources Study for RSTP Roads Project

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Requesting Department		CEO	Auditors Office Only	
Sharon Andrews				
Signature	8/24/09	Signature	Prepared By	Admin Approval (\$75K+)
Date		Date	Date	8/24/09

Contact Person & Phone Number

**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Tremaine & Associates, Inc., hereinafter referred to as "Consultant".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into

agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Forty Thousand Dollars (\$140,000).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

## **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue for a period of 8 months unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

#### **5.0 INSURANCE REQUIREMENTS**

5.1.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is

used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim, in the aggregate, covering the negligent acts, errors, or omissions of Consultant in connection with the performance of Consultant's services. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.1.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.2. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.3. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a



person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.4. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.5. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

5.7. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.8. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

## **6.0 INDEMNIFICATION**

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding,

however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## **7.0 GENERAL PROVISIONS**

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Dwight Simons; and
- b. Lead/Manager: Melissa Johnson

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:  
Stanislaus County  
Department of Public Works  
Attn: Aja Yamzon  
1716 Morgan Road  
Modesto, CA 95358

If to Consultant:  
Tremaine & Associates  
Attn: Kim Tremaine  
859 Stillwater Road  
West Sacramento, CA 95605

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant

of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall

constitute one agreement.

7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

APPROVED AS TO CONTENT:

TREMAINE & ASSOCIATES, INC.

By: \_\_\_\_\_  
Matt Machado, Director  
Department of Public Works

By: *Kim Tremaine*  
Corporate Title: *President*

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: *Thomas E. Boze*  
Thomas E. Boze  
Deputy County Counsel



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE**  
Director

**Laurie Barton, PE**  
Deputy Director, Engineering/Operations

**Diane Haugh**  
Assistant Director, Business/Finance

Engineering & Operations Division  
1716 Morgan Road, Modesto, CA 95358  
Phone: 209-525-4130; Fax: 209-525-4140

**ADDENDUM NO. 1**  
**TO REQUEST FOR PROPOSAL FOR**  
**CULTURAL RESOURCES STUDY FOR RSTP ROADS**  
**IN**  
**STANISLAUS COUNTY**

**LAURIE BARTON, DEPUTY DIRECTOR**

By:

**Date: February 10, 2009**

**RFP Due: February 13, 2009**

**Cultural Resources Study for RSTP Roads**  
**ADDENDUM NO. 1**  
**Page 1 of 3**



**ADDENDUM NO. 1  
FOR THE CULTURAL RESOURCES STUDY FOR RSTP ROADS  
FOR PROPOSALS DUE FEBRUARY 13, 2009; 3:00 P.M.  
DATE: February 10, 2009**

**TO ALL ENVIRONMENTAL CONSULTANTS**

**THE FOLLOWING CLARIFICATIONS ARE PROVIDED IN RESPONSE TO QUESTIONS RECEIVED ON THE REQUEST FOR PROPOSALS:**

**Item # 1 mentions a "cultural resource study shall be prepared to obtain/ identify all known cultural resources." Will this study consist of an inventory of records search results/sensitivity analysis only, similar to what we previously produced for the 70-miles of roads? Or will the study require field inspection/survey? Or a combination of both depending on the results of research? I'm thinking for areas that have not been surveyed and are in ideal locations for sites to be encountered, Caltrans would require a survey.**

**As the survey goes it would be both record and field if the record survey indicates it. We think Caltrans will want a survey where one is not available.**

**Item #2a mentions the study shall be prepared in accordance with Chapter 6 Local Assistance which is the next phase after initial [survey] identification and as such, involves the evaluation of the resource, if needed. Just so I can better scope the project with regards to deliverables, have you and Caltrans agreed that it will not be necessary to produce the Archaeological Survey Report (ASR) [discussed in Ch 4] and move to the evaluation phase (HRER)?**

**We have not discussed the issue with Caltrans. We think you should use your professional judgment and make a recommendation to us on how to proceed. In the end, Stanislaus County wants cultural determinations that will pass Caltrans so that we may ultimately get our E76 and go out to bid.**

**Company Name** Sycamore Environmental Consultants, Inc.

**Fax Number** (916) 427-2175

**Company Name** Geo-Phase Environmental, Inc.

**Fax Number** (209) 569-0295

**Company Name** Geoloical Technics, Inc.

**Fax Number** (209) 522-4227

**Company Name** LSA Associates, Inc.

**Fax Number**

**Company Name** Morro Group Environmental Services

**Fax Number** (805) 543-2367

**Company Name** Land Use Planning

**Fax Number**

**Company Name** Tremaine & Associates, Inc.

**Fax Number** (707) 471-6502

January 26, 2009

«First\_Name» «Last\_Name»  
«Company\_Name»  
«Address\_Line\_1»  
«City», «State» «ZIP\_Code»

**Subject: Request for Proposal – NEPA Cultural Resources Study for Federal-aid Roads**

Stanislaus County Department of Public Works (Department) is soliciting proposals to provide professional services to prepare a cultural resources study for all eligible Federal-Aid roads within Stanislaus County.

**PROJECT DESCRIPTION:**

This project is funded with Federal-Aid funds. A Cultural Resources Study shall be prepared for all Federal-Aid Eligible Roads for RSTP Resurfacing Programs in Stanislaus County.

**SCOPE OF WORK:**

Elements of the Cultural Resources Study include but are not limited to the following:

1. Pursuant to the “National Environmental Protection Act” (NEPA), as amended to date, a cultural resource study shall be prepared to obtain/identify all known cultural resources within Stanislaus County Right-of-way for all eligible Federal-Aid roads (approximately 471 miles) within Stanislaus County. The Final Cultural Resources Study shall be provided to the Department and Caltrans for review and approval.
2. The cultural resources study shall be prepared as follows:
  - a. The study shall be prepared in accordance with Chapter 6 of the Local Assistance Procedure Manual of the State of California (LAPM).
  - b. The study shall be in compliance with NEPA.
  - c. The study will be referenced in the future by Stanislaus County to complete the Preliminary Environmental Study (PES) Form for specific RSTP Overlay Projects and by Caltrans to satisfy its NEPA compliance review with respect to cultural resources for these same RSTP Overlay Projects.

- d. The study shall be prepared for each road on the attached list of Federal-Aid Eligible Roads for RSTP Resurfacing Program.
  - e. The County reserves the right to accelerate the preparation of the study on Keyes Road, Central Avenue, Chicago Avenue and Grayson Road and 55 miles of the remaining roads to be completed within 6 weeks after the notice from the County if funding for these roads becomes available.
  - f. NEPA requires that environmental information be "... of high quality based on accurate scientific analysis and expert agency comment..."
  - g. This study shall incorporate the Tremaine & Associates 2008 Cultural Studies Report for 70 miles of Stanislaus County Roads.
  - h. A summary table of roads shall be provided within the report as well as a summary table of areas of concern if any.
3. The Consultant shall attend, along with any subconsultants, an initial project direction meeting with the Department prior to the beginning of work. Monthly progress meetings with the Department staff shall be required.
  4. The consultant shall review current databases, review relevant literature and maps, and request technical information from resource and regulatory agencies in preparation of the cultural study.
  5. The Consultant shall include in its proposal the cost to provide a representative of the firm to attend public meetings as relates to the cultural resources study. The representative shall be available to answer technical information and answer questions relating to the cultural resources study.
  6. The Consultant shall include in its proposal a project schedule in Microsoft Project format. Monthly updates of the project schedule shall be prepared and submitted to the Department for review along with the monthly invoice for services performed. The Department will not process the monthly invoice for payment until the monthly updated schedule is reviewed and accepted.
  7. The successful firm shall be required to enter into a "Master Agreement for Professional Services" with Stanislaus County for the work to be performed. A sample agreement is enclosed for your review. The consultant shall state in its proposal that the firm has reviewed the agreement and is in a position to meet all of the terms and conditions.

#### **PROPOSAL REQUIREMENTS:**

In addition to addressing the above items, the Department requests that the following items be addressed and included in the proposal:

- Proposed staffing for this project.

- Staff qualifications and current and projected workload.
- Proposed project schedule including all major milestones.
- List of services that the consultant will provide including your approach to project delivery.

Three copies of your proposal are due in this office by 3:00 P.M. on February 13, 2009. Please include with the proposal, in a **SEPARATE, SEALED ENVELOPE**, your fee proposal. The fee proposal must separate the project into functional tasks and provide the associated fees that define the work to be accomplished. Subconsultant fees must be clearly indicated.

The proposal will be evaluated, at a minimum, based on the following:

An understanding of the work to be performed, your firm's experience with similar kinds of work, the qualifications and availability of staff for the project, your use of innovative and advanced techniques for this project or those used in previous projects, and your firm's demonstrated professional and financial responsibility.

The proposal shall, at a minimum, address the previously described items.

Please submit your proposal to:

Robert Meleg, Associate Civil Engineer  
Stanislaus County Department of Public Works  
1716 Morgan Road  
Modesto, CA 95358

The proposals will be reviewed shortly after the closing date for submittal of proposals. Those firms believed to be the most qualified based on their proposal, may be subject to an interview.

If you have any questions regarding this request for proposals, please give me a call at (209) 567-4883, or email me at [Robert.Meleg@stancounty.com](mailto:Robert.Meleg@stancounty.com).

Sincerely,


Robert Meleg, P.E.  
Associate Civil Engineer

cc: David Leamon  
Ron Cherrier

Attachments: Federal-Aid Eligible Roads for RSTP Resurfacing Programs

## Master Agreement for Professional Services

\\pw03\enr1\design\environmental studies\rfp cultural resources study.doc

 Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367

Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367

Jeffery Little  
Sycamore Environmental Consultants, Inc.  
6355 Riverside Blvd, Suite C  
Sacramento, CA 95831-1143

Steve Lanford  
Geo-Phase Environmental, Inc.  
2937 Veneman Avenue  
Modesto, CA 95356

Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367

Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367




Jenny Weese  
Geoloical Technics, Inc.  
1101 7th Street  
Modesto, CA 95354


Amy Paulson  
LSA Associates, Inc.  
4200 Rocklin Road, Suite 11B  
Rocklin, CA 95677

Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367

Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367


 Henry  
Morro Group Environmental Services  
1422 Monterey Street, Suite C200  
San Luis Obispo, CA 93401

Amy L. Augustine  
Land Use Planning  
P.O. Box 3117  
Sonora, CA 95370

 Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367

Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367

Kimberly Kersey  
Tremaine & Associates, Inc.  
859 Stillwater Road, Suite 1  
West Sacramento, CA 95605

Stanislaus County Public Works Department  
1716 Morgan Road  
 Modesto, CA 95367

Stanislaus County Public Works Department  
1716 Morgan Road  
Modesto, CA 95367

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Modesto, CA 95367

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Modesto, CA 95367





**STANISLAUS COUNTY  
CULTURAL RESOURCES STUDY  
FEDERAL - AID ELIGIBLE ROADS FOR RSTP RESURFACING PROGRAMS**

<b>ROAD NAME</b>	<b>FROM</b>	<b>TO</b>
ALBERS RD	SH 132 (YOSEMITE BLVD)	CITY OF OAKDALE LIMITS
BECKWITH RD	TOOMES RD	FINNEY RD
BECKWITH RD	GATES RD	TOOMES RD
BECKWITH RD	FINNEY RD	SH 99
BERKELEY AVE	GOLDEN STATE BL	CITY OF TURLOCK LIMITS
BERKELEY AVE	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
BEVERLY DR	CARPENTER RD	CITY OF MODESTO LIMITS
BLAKER RD	URBAN LIMIT	SERVICE RD
BLUE GUM AVE	ROSEMORE	PRICHARD
BLUE GUM AVE	HART RD	MORSE RD
BRADBURY RD	CROWSLANDING RD	MERCED COUNTY LINE
BRIER RD	CITY OF TURLOCK LIMITS	DAUBENBERGER RD
BROADWAY AVE	SALIDA BLVD	SH 219
CALIFORNIA AVE	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
CALIFORNIA AVE	CITY OF MODESTO LIMITS	N MARTIN LUTHER KING DR
CARPENTER RD	CROWSLANDING RD	WHITMORE AV
CARPENTER RD	WHITMORE AV	CITY OF MODESTO LIMITS
CARPENTER RD	CITY OF MODESTO LIMITS	SH 132
CARPENTER RD	SH132	MOD
CARPENTER RD	WOODLAND AVE	CITY OF MODESTO LIMITS
CARPENTER RD	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
CARTER RD	SAN JOAQUIN COUNTY LINE	TWENTY SIX MILE RD
CARVER RD	NINTH ST	CITY OF MODESTO LIMITS
CARVER RD	CITY OF MODESTO LIMITS	SH 219
CARVER RD	SH 219	LADD RD
CENTRAL AVE	URBAN LIMIT	CITY OF CERES LIMITS
CENTRAL AVE	CITY OF CERES LIMITS	CITY OF CERES LIMITS
CENTRAL AVE	CITY OF CERES LIMIT-LAUREL	CITY OF CERES LIMIT-INDUSTRIAL
CENTRAL AVE	MERCED COUNTY LINE	URBAN LIMIT
CHICAGO AVE	CITY OF MODESTO LIMITS	HARRIS AV
CHICAGO AVE	CITY OF MODESTO LIMITS	PARADISE AVE
CHURCH ST	SH 132	URBAN LIMIT
CHURCH ST	URBAN LIMIT	PARKER RD
CLARIBEL RD	SH 108	OAKDALE WATERFORD HWY
CLAUS RD	MINNIEAR AVE	CITY OF RIVERBANK LIMITS
CLAUS RD	CITY OF RIVERBANK LIMITS	CITY OF RIVERBANK LIMITS
CLAUS RD	CITY OF RIVERBANK LIMITS	SH 108
CLAUS RD	CITY OF MODESTO LIMITS	MINNIEAR AVE
COFFEE RD	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
COFFEE RD	CITY OF MODESTO LIMITS	SH 108
CONDIT AVE	VINEYARD RD	COX RD
CONEJO AVE	EMPIRE AVE	CITY OF MODESTO LIMITS
COX RD	GRAYSON RD	CONDIT AVE
CRANE RD	CITY OF OAKDALE LIMITS	CITY OF OAKDALE LIMITS
CRANE RD	SH 108	CITY OF OAKDALE LIMITS
CRANE RD	CITY OF OAKDALE LIMITS	END

**STANISLAUS COUNTY  
CULTURAL RESOURCES STUDY  
FEDERAL - AID ELIGIBLE ROADS FOR RSTP RESURFACING PROGRAMS**

ROAD NAME	FROM	TO
CROWS LANDING RD	WHITMORE AVE	CITY OF MODESTO LIMITS
CROWS LANDING RD	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
CROWS LANDING RD	CITY OF MODESTO LIMITS	SH 99
CROWS LANDING RD	SH 99	SO SEVENTH ST
CROWS LANDING RD	SH 33	WHITMORE AVE
DALE RD	SH 219	LADD RD
DALLAS ST	END	DALLAS CT
DAUBENBERGER RD	BRIER RD	EAST AVE
DAUBENBERGER RD	CITY OF TURLOCK LIMITS	HAWKEYE RD
DAUBENBERGER RD	LINWOOD AVE	BRIER RD
DIANNE DR	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
DODDS RD	SAN JOAQUIN COUNTY LINE	TWENTY SIX MILE RD
DON PEDRO RD	EL CAMINO ST	10TH ST
EAST AVE	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
EAST AVE	DAUBENBERGER RD	MERCED COUNTY LINE
EASTIN RD	MERCED COUNTY LINE	SH 33
EL CAMINO ST	CITY OF CERES LIMITS	DON PEDRO RD
EMERALD AVE	LAUREL AVE	ADOPT SH 132
EMERALD AVE	KANSAS AVE	WOODLAND AVE
F ST	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
F ST	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
F ST	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
FAITH HOME RD	KEYES RD	REDWOOD RD
FIG LN	JENSEN RD	CITY OF NEWMAN LIMITS
FINCH RD	MITCHELL RD	GARNER RD
FINK RD	INTERSTATE 5	SH 33
FIRST ST	OLIVE AVE	CITY OF PATTERSON LIMITS
FIRST ST	CITY OF TURLOCK LIMITS	GOLF RD
FRUIT AVE	VINEYARD RD	SYCAMORE AVE
GARNER RD	FINCH RD	SH 132 (YOSEMITE BLVD)
GATES RD	SH 132	BECKWITH RD
GEER RD	CITY OF TURLOCK LIMITS	SH132 YOSEMITE BLVD
GILBERT RD	26 MILE RD	RODDEN RD
GLENN AVE	TUCSON AVE	CROWS LANDING RD
GOLDEN STATE BLVD	MERCED COUNTY LINE	URBAN LIMIT
GOLDEN STATE BLVD	CITY OF TURLOCK LIMITS	KEYES RD
GOLDEN STATE BLVD	KEYES RD	NUNES RD
GOLDEN STATE BLVD	URBAN LIMIT	BERKELEY
GOLDEN STATE BLVD	BERKELEY	CITY OF TURLOCK LIMITS
GOLF RD	LINWOOD AVE	GOLDEN STATE BLVD
GRATTON RD	MAIN ST	WHITMORE AVE
GRATTON RD	EAST AVE	MERCED AVE
GRATTON RD	SANTA FE AVE	MAIN ST
GRAYSON RD	SH 33	CROWS LANDING RD
HAMMETT RD	BACON RD	PIRRONE RD
HAMMETT RD	BECKWITH RD	BACON RD
HART RD	PARADISE RD	BECKWITH RD
HATCH RD	CITY OF CERES LIMITS	CITY OF HUGHSON LIMITS

**STANISLAUS COUNTY  
CULTURAL RESOURCES STUDY  
FEDERAL - AID ELIGIBLE ROADS FOR RSTP RESURFACING PROGRAMS**

<b>ROAD NAME</b>	<b>FROM</b>	<b>TO</b>
HATCH RD	CITY OF HUGHSON LIMITS	GEER RD
HATCH RD	CITY OF MODESTO LIMITS	CROWS LANDING RD
HATCH RD	CROWS LANDING RD	CITY OF CERES LIMITS
HATCH RD	CARPENTER RD	CITY OF MODESTO LIMITS
HATCH RD	CITY OF CERES LIMITS	CITY OF CERES LIMITS
HATCH RD	CITY OF CERES LIMITS	CITY OF CERES LIMITS
HAWKEYE AVE	CITY OF TURLOCK LIMITS	
HAWKEYE AVE	CITY OF TURLOCK LIMITS	OLIVE AVE
HAWKEYE AVE	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
HERNDON AVE	JOYCE AVE	RIVER RD
HICKMAN RD	EAST AVE	WHITMORE AVE
HICKMAN RD	WHITMORE AVE	CITY OF WATERFORD LIMITS
HILLS FERRY RD	CITY OF NEWMAN LIMITS	MERCED COUNTY LINE
HOWARD RD	INGRAM CREEK RD	SH 33
JENSEN RD	FIG LN	SH 33
JESSUP RD	KEYES RD	END
JOHNSON RD	LINWOOD AVE	EAST
JOHNSON RD	EAST AVE	MARSHALL ST
JOHNSON RD	CITY OF TURLOCK LIMITS	HAWKEYE RD
KANSAS AVE	CITY OF MODESTO LIMITS	W15 EMERALD AVE
KASSON RD	SAN JOAQUIN COUNTY LINE	SH 132
KAUFMAN RD	URBAN LIMIT	CITY OF OAKDALE LIMITS
KELLER ST	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
KENNEDY RD	SH 120	SONORA RD
KEYES RD	JENNINGS RD	SH 99
KEYES RD	SH 99	SANTA FE AVE
KEYES RD	SANTA FE AVE	HICKMAN RD
KEYES RD	HICKMAN RD	MERCED COUNTY LINE
KIERNAN AVE	HAMMETT RD	SALIDA BLVD
KILROY RD	LINWOOD AVE	CITY OF TURLOCK LIMITS
LA GRANGE RD	MERCED COUNTY LINE	SH 132
LA GRANGE RD	SH 132	TUOLUMNE COUNTY LINE
LADD RD	STODDARD RD	SH 108
LAKE RD	HICKMAN RD	SH 132
LANDER AVE	LINWOOD AVE	CITY OF TURLOCK LIMITS
LAS PALMAS AVE	CITY OF PATTERSON LIMITS	SAN JOAQUIN RIVER
LINWOOD AVE	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
LINWOOD AVE	GOLF RD	PAULSON RD
LINWOOD AVE	PAULSON RD	DAUBENBERGER RD
LINWOOD AVE	URBAN LIMIT	WALNUT AVE
LINWOOD AVE	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
LINWOOD AVE	CITY OF TURLOCK LIMITS	GOLF RD
LONE TREE RD	SAN JOAQUIN COUNTY LINE	VALLEY HOME
MAIN ST	MONTE VISTA AVE	SANTA FE AVE
MAIN ST	SANTA FE AVE	GRATTON RD
MARIPOSA RD	FINCH RD	SH 132
MARSHALL RD	SH 33	CROWS LANDING RD
MCCLURE RD	END	SH 132

**STANISLAUS COUNTY  
CULTURAL RESOURCES STUDY  
FEDERAL - AID ELIGIBLE ROADS FOR RSTP RESURFACING PROGRAMS**

<b>ROAD NAME</b>	<b>FROM</b>	<b>TO</b>
MCCRACKEN RD	INGRAM CREEK RD	SH 132
MCHENRY AVE	SH 108	SAN JOAQUIN COUNTY LINE
MILNES RD	CITY OF MODESTO LIMITS	OAKDALE WATERFORD HWY
MILTON RD	SH 4	CALIVERIS COUNTY LINE
MILTON RD	SONORA RD	SH 4
MINNIEAR AVE	RVBK	E35F LITT RD
MITCHELL RD	ROHDE RD	CITY OF CERES LIMITS
MITCHELL RD	CITY OF CERES LIMITS	CITY OF MODESTO LIMITS
MITCHELL RD	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
MONTE VISTA AVE	CITY OF TURLOCK LIMITS	QUINCY RD
MONTE VISTA AVE	QUINCY RD	MAIN ST
MONTE VISTA AVE	MAIN ST	MONTPELIER RD
MONTE VISTA AVE	WASHINGTON	CITY OF TURLOCK LIMITS
MONTPELIER RD	LAKE RD	WHITMORE AVE
MONTPELIER RD	WHITMORE AVE	MERCED COUNTY LINE
MORGAN RD	HATCH RD	CITY OF CERES LIMITS
N MARTIN LUTHER KI	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
NADINE AVE	END	RICHLAND AVE
NINTH ST	CITY OF TURLOCK LIMITS	LINWOOD AVE
NINTH ST	SH 99	CITY OF MODESTO LIMITS
NINTH ST	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
NUNES RD	END	WASHINGTON RD
NUNES RD	WASHINGTON RD	KEYES RD
OAKDALE RD	CITY OF RIVERBANK LIMITS	PARK RIDGE DR
OAKDALE RD	URBAN LIMIT	CLARIBEL RD
OAKDALE RD	CITY OF MODESTO LIMITS	MABLE
OAKDALE WATERFD HY	ALBERS RD	CITY OF WATERFORD LIMITS
OLIVE AVE	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
OLIVE AVE	CITY OF PATTERSON LIMITS	FIRST ST
ORANGE AVE	END	BERNEL AVE
ORANGE AVE	CITY OF PATTERSON LIMITS	SYCAMORE AVE
ORANGE BLOSSOM RD	SH 120	SONORA RD
PARADISE RD	PAULINE AVE	CARPENTER RD
PARADISE RD	SHILOH RD	W32A PAULINE AVE
PARADISE RD	SH132	W80 SHILOH RD
PARADISE RD	CARPENTER RD	CITY OF MODESTO LIMITS
PARADISE RD	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
PARADISE RD	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
PATTERSON RD	CITY OF RIVERBANK LIMITS	ALBERS RD
PELANDALE AVE	SALIDA BLVD	URBAN LIMIT
PIRRONE RD	END	SISK RD
POST AVE	END	KNOX RD
QUINCY RD	LINWOOD AVE	END
QUINCY RD	CITY OF TURLOCK LIMITS	MONTE VISTA AVE
REED RD	SH 108	CITY OF OAKDALE LIMITS
REINWAY AVE	CITY OF WATERFORD LIMITS	EL POMAR AVE
RICHLAND AVE	NADINE AVE	CITY OF CERES LIMITS
RICHLAND AVE	CITY OF CERES LIMITS	RIVER RD

**STANISLAUS COUNTY  
CULTURAL RESOURCES STUDY  
FEDERAL - AID ELIGIBLE ROADS FOR RSTP RESURFACING PROGRAMS**

ROAD NAME	FROM	TO
RIVER RD	URBAN LIMIT	SH 120
RIVER RD	CROWS LANDING RD	HILLS FERRY RD
RIVER RD	SAN JOAQUIN COUNTY LINE	URBAN LIMIT
RIVER RD	SH 132 (MAZE BLVD)	GRAYSON RD
RIVERSIDE DR	MITCHELL	CITY OF MODESTO LIMITS
ROBERTS FERRY RD	LAKE RD	SH 132
ROBERTSON RD	CARPENTER RD	CITY OF MODESTO LIMITS
RODDEN RD	SH 120	ORANGE BLOSSOM RD
ROGERS RD	CITY OF PATTERSON LIMITS	SH 33
ROSELLE AVE	URBAN LIMIT	CLARIBEL RD
ROSEMORE AVE	SH 132	KANSAS AVE
ROSEMORE AVE	CITY OF MODESTO LIMITS	WOODLAND AVE
ROUSE AVE	SUTTER AVE	CITY OF MODESTO LIMITS
ROUSE AVE	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
S MARTIN LUTHER KI	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS
SALIDA BLVD	KIERNAN AVE	PELANDALE AVE
SANTA CRUZ AVE	TENAYA DR	CITY OF MODESTO LIMITS
SANTA FE AVE	SH 132 (YOSEMITE BLVD)	URBAN LIMIT
SANTA FE AVE	CITY OF HUGHSON LIMITS	MERCED COUNTY LINE
SANTA FE AVE	URBAN LIMIT	CITY OF HUGHSON LIMITS
SANTA FE ST	CITY OF RIVERBANK LIMITS	CITY OF RIVERBANK LIMITS
SERVICE RD	CITY OF CERES LIMITS	ESMAR RD
SERVICE RD	BLAKER RD	CENTRAL AVE
SERVICE RD	CENTRAL AVE	CITY OF CERES LIMITS
SERVICE RD	CITY OF CERES LIMITS	CITY OF CERES LIMITS
SERVICE RD	ESMAR RD	GEER RD
SEVENTH ST	CROWS LANDING RD	HATCH RD
SEVENTH ST	CITY OF MODESTO LIMITS	CROWS LANDING RD
SIERRA RD	CITY OF OAKDALE LIMITS	WAMBLE RD
SNYDER RD	CITY OF MODESTO LIMITS	SH 108
SNYDER RD	IN	CITY OF MODESTO LIMITS
SODERQUIST RD	END	CITY OF TURLOCK LIMITS
SONORA RD	ORANGE BLOSSOM RD	KENNEDY RD
SONORA RD	TWENTY-SIX MILE RD	MILTON RD
SPERRY AVE	INTERSTATE 5	CITY OF PATTERSON LIMITS
STEARNS RD	SH 120	OAKHURST DR
STODDARD RD	SH 219	URBAN LIMIT
STODDARD RD	URBAN LIMIT	LADD RD
STUHR RD	SH 33	HILLS FERRY RD
STUHR RD	SH005	SH033
SUTTER AVE	ROBERTSON RD	CITY OF MODESTO LIMITS
SUTTER AVE	CITY OF MODESTO LIMITS	SOUTH AVE
SYCAMORE AVE	FRUIT AVE	MARSHALL RD
TENAYA DR	SANTA CRUZ AVE	CITY OF MODESTO LIMITS
TENAYA DR	CITY OF MODESTO LIMITS	MITCHELL RD
TERMINAL AVE	MINNIEAR RD	CITY OF RIVERBANK LIMITS
TUCSON AVE	WHITMORE AVE	GLENN AVE
TULLY RD	CITY OF MODESTO LIMITS	SH 219

**STANISLAUS COUNTY  
CULTURAL RESOURCES STUDY  
FEDERAL - AID ELIGIBLE ROADS FOR RSTP RESURFACING PROGRAMS**

<b>ROAD NAME</b>	<b>FROM</b>	<b>TO</b>
TULLY RD	KIERNAN AVE	LADD RD
TWENTY SIX MILE RD	SH 120	SONORA RD
VALLEY HOME RD	SH 120 (LON DALE RD)	LONE TREE RD
VALLEY HOME RD	LONE TREE RD	SAN JOAQUIN COUNTY LINE
VANDUSEN RD	CITY OF RIVERBANK LIMITS	CLAUS RD
VILLA MANUCHA RD	STUHR RD	RIVER RD
VINEYARD RD	CONDIT AVE	FRUIT AVE
WALNUT AVE	CITY OF PATTERSON LIMITS	SYCAMORE AVE
WAMBLE RD	SIERRA RD	SH 120
WARD AVE	CITY OF PATTERSON LIMITS	CITY OF PATTERSON LIMITS
WARD AVE	FINK RD	CITY OF PATTERSON LIMITS
WASHINGTON RD	NUNES RD	URBAN LIMIT
WASHINGTON RD	MERCED COUNTY LINE	CITY OF TURLOCK LIMITS
WASHINGTON RD	CITY OF TURLOCK LIMITS	MONTE VISTA AVE
WEST AVE	CITY OF TURLOCK LIMITS	CITY OF TURLOCK LIMITS
WEST MAIN	SAN JOAQUIN RIVER	CITY OF TURLOCK LIMITS
WHITMORE AVE	CARPENTER RD	CITY OF MODESTO LIMITS
WHITMORE AVE	CROWS LANDING	CITY OF CERES LIMITS
WHITMORE AVE	MOORE RD	BOOTHE RD
WHITMORE AVE	CITY OF CERES LIMITS	CITY OF HUGHSON LIMITS
WHITMORE AVE	CITY OF HUGHSON LIMITS	HICKMAN RD
WOODLAND AVE	CITY OF MODESTO LIMITS	YELLOWSTONE AVE
WOODLAND AVE	CITY OF MODESTO LIMITS	CARPENTER RD
WOODLAND AVE	CITY OF MODESTO LIMITS	CITY OF MODESTO LIMITS

**EXHIBIT B**

**CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL**

TREMAINE & ASSOCIATES, INC.

TREMAINE & ASSOCIATES, INC.

859 Stillwater Road, Suite 1

West Sacramento, CA 95605

(916) 376-0656 Voice;

(916) 376-0676 Fax

July 8, 2009

Bob Meleg  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, California, 95358

Re: Additionally Revised Proposal for RSTP Overlay Project

Dear Mr. Meleg,

I am responding to your request to revise our revised proposal of April 28, 2009, to define the number of roads that will be covered for the amount of funds available. We had originally intended on breaking the roads up into manageable bundles of 50 miles each, thus conducting eight record searches and producing eight screening reports for Caltrans review. We will commit to completing at least 7 of the 8 bundles (350 miles) with the budget available. Nevertheless, As previously indicated, it is possible that once we get started and get a routine going, that the work can be streamlined, and making every effort to get the entire 400 miles completed. Please do not hesitate to call me if you have any questions or concerns.

Thank you for considering us.

Sincerely,



Kim Tremaine, Ph.C., RPA,  
President/Principal



REVISED PROPOSAL FOR CULTURAL RESOURCES  
STUDIES OF ELIGIBLE FEDERAL-AID ROADS  
IN STANISLAUS COUNTY, CALIFORNIA

JULY 8, 2009

TREMAINE & ASSOCIATES, INC.

859 Stillwater Road, Suite 1  
West Sacramento, California 95605  
916-376-0656, 916-376-0676 Fax

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## **INTRODUCTION**

This revised proposal is in response to your request for a scope of work for a Cultural Resources Study of 400 miles of eligible Federal-Aid Roads located in Stanislaus County, California. It is our understanding that the project requires NEPA clearance and compliance with Section 106 of the National Historic Preservation Act (NHPA). As per the January 2004 Programmatic Agreement between the Federal Highways Administration (FHWA), the Advisory Council on Historic Preservation, the California State Historic Preservation Officer (SHPO), and CALTRANS 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 (PA), this project will be subject to CALTRANS review.

## **PROJECT UNDERSTANDING**

Approximately 400 miles of roads in Stanislaus County are slated for asphalt overlay to maintain and better the conditions of these roads. Necessary environmental review regarding cultural resources must be conducted to appropriately avoid any impacts resulting from construction activities. Tremaine & Associates, Inc. (TREMAINE) will closely coordinate and consult with the Stanislaus County Department of Public Works and Caltrans to ensure that the most efficient solutions are formulated and that the proper level of reporting will be produced. Section 106 requirements will be met following procedures described in the CALTRANS Standard Environmental Review (SER) Cultural Volume 2, Chapters 1 through 7.

## **SCOPE OF WORK**

For this stage in the federal regulatory process, an initial record search/sensitivity analysis, will be conducted as a means of filtering out or excluding sections of road that do not warrant additional management effort in the Section 106 process. Any roads not meeting the criteria for "screened undertakings" will need further cultural review involving varying levels of field inspection or survey and completion of formal CALTRANS formatted reports. These additional steps are not a part of this scope of work.

Due to the number of linear miles involved in this project, TREMAINE proposes the implementation of a "phased" approach to maintain a higher level of productivity and momentum. This phased approach will involve examination of the remaining 350 miles of roads in seven 50-mile bundles organized by geographic location or according to level of priority as directed by the County. If there is still budget remaining, the final bundle of 50 roads will be completed as well. Each phase will be comprised of the tasks listed below (*Tasks 1 through 4*).

***Scope of Work by Task***

- *Task 1* – Conduct a records search to identify known cultural resources and previous studies regarding the specific Stanislaus County Roads under study at the Central California Information Center.
- *Task 2* – Generate maps based on records search results of known cultural resources.
- *Task 3* – Conduct Segment Sensitivity Analysis.
- *Task 4* – Prepare Letter Reports of records search results and sensitivity analyses for the 350-miles (in 50-mile bundles). \* If budget remains, the final 50-mile bundle will also be completed.

***Task 1 – Records Search***

To prepare for the records search, the road segments under study will be plotted on 7.5' topographic maps for use at the Central California Information Center (CCIC) in Turlock. At the CCIC, data and documents regarding known cultural resources will be gathered as part of the inventory process, along with information on previous studies located in or within at least a 1/4-mile radius of the specific road segments. Locations of known resources will be plotted on previously prepared base maps, and site records as well as significant reports will be copied for future reference. Historic maps, soils maps, and geologic maps will also be gathered at various institutions (other than CCIC) to aid in the sensitivity analysis.

***Task 2– GIS Map Generation***

This task will involve plotting site/resource locations as polygons (rather than simply points) and entering relevant data in associated fields for ease in manipulation of display or queries. Maps will then be generated as supporting documentation for Caltrans review accompanying the sensitivity analyses letter reports.

***Task 3- Segment Sensitivity Analysis***

The maps generated in Task 2, as well as historic maps, soils maps, and geological maps will then be closely examined to assess sensitivity. Individual site records will be reviewed at this time to determine the type of resource(s) present (e.g., small prehistoric lithic scatter vs. burial ground vs. historic corral feature), in order to evaluate sensitivity in terms of degree of impact. Obviously, a burial ground would receive a higher rating than a historic corral feature. Results will be tabulated for ease in review by both the County and Caltrans.

***Task 4 – Sensitivity Letter Reports***

Letter reports will summarize the findings of road segments in narrative and tabular form. Maps showing resources associated with particular road segments will be appended for case in reference. Note: at this stage in the regulatory process, no formal ASR/HPSR/HRER reports will be prepared. Such reports will be needed in the following phase, after field surveys have been conducted and Native American consultation has occurred.

All reports will be submitted to the County for review (eight anticipated if bundled in 50-mile segments) prior to submittal to CALTRANS. Following County review, TREMAINE will address comments and submit the draft within 2 weeks to CALTRANS for review and approval. Caltrans, at their discretion, based on the sensitivity analysis, may require that field surveys are necessary in along particular segments or sections of segments. Field survey and follow-on reporting are not part of this scope of work.

**SCHEDULE**

A phased approach will be implemented to maintain a level of productivity and momentum. The proposed schedule breaks the work into eight manageable road-bundles. Some of the tasks within each group will be conducted concurrently, and the scheduling of groups is partially overlapping to reduce downtime. We anticipate the work to be conducted over a five to six month period, interspersed with other on-going projects, assuming there is no requirement for a rush job. Roughly, if work starts the middle of May, the project would be completed by the middle of October.

**ASSUMPTIONS**

The following assumptions were made to guide development of the tentative schedule and cost estimate.

***General Assumptions regarding Scope of Work***

- The scope of work proposed is based on this revised project understanding.
- It assumes TREMAINE staff for the RSTP Overlay Project will be present for an initial project direction meeting with the Stanislaus County Department of Public Works prior to project initiation. Additionally, a TREMAINE representative will participate in monthly conference calls rather than face-to-face meetings with the Department in order to save costs.
- It assumes TREMAINE will prepare monthly progress updates in Microsoft Project and monthly invoices and submit them to the County by a deadline to be established by the County.
- This scope assumes that the County will provide a table and general locations

maps, in order of priority, of Federal-Aid Stanislaus County Roads to be assessed. If no level of priority is assigned, TREMAINE will use discretion to “bundle” the roads according to geographic location or according to other variables to manage the workload in the most efficient manner.

- TREMAINE will consult with the County, CALTRANS, or their assigned representatives to obtain data and to coordinate on questions.
- No Native American consultation will be conducted at this stage of the project. It will be implemented, instead, after this Screening Phase, after Caltrans has reviewed and made decisions regarding fieldwork.
- The reports will be completed in accordance with Caltrans format for cultural resources letter reports. The scope will include one round of client review and document revision based on the client’s comments from that review.

### ***Cost Assumptions***

- Eight Sensitivity Letter Reports will be prepared (two were previously prepared in May 2008), assuming the roads are handled in 50 linear-mile bundles.
- Analysis and reporting efforts for the Sensitivity Letter Reports will involve approximately 768 person-hours (~20 weeks), including the tables and figures/graphics to be appended.
- Mileage costs assume eight trips to the CCIC and an initial kick-off meeting.
- Record Search fees will run about \$34,244.
- Records Search efforts will involve approximately 320 person-hours (8 weeks).
- *Per diem* was calculated assuming one researcher (CCIC) for a total of 32 days.
- GIS mapping effort will be about 324 person-hours.
- Updating Microsoft Project schedule and coordination along with County and CALTRANS communications will involve four days.

*Note:* Once a routine is established, TREMAINE anticipates being able to work more efficiently. They will attempt to reduce costs wherever possible. Additional revisions in scope can be prepared as an out-of-scope on a time-and-materials basis with the client’s authorization.

### **COMPANY BACKGROUND**

Tremaine & Associates, Inc. is a certified small woman-owned business, established in 1994, and headquartered in West Sacramento, California. Our services include cultural resources management and geophysical services. Our work is well researched, objective, and intended to facilitate projects by implementing more effective approaches while maintaining the highest level of professional standards and complementing the quality of work. We are financially sound and fiscally responsible, demonstrated by our 15 years in business.

TREMAINE assists clients in meeting their CEQA, NEPA, and Section 106 of NHPA compliance requirements. We have conducted projects ranging from small-scale, local land development to highly complex and demanding programs in the sectors of communications (fiber optics), transportation, water resources, public works, power (hydroelectric, natural gas), wetlands development, and timber harvesting. As such, we are experienced in preparing a variety of documents for Initial Studies, Environmental Assessments, Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), and Mitigated Negative Declarations. The types of documents include: Sensitivity Studies, Constraints Analyses, Site Records, Inventory and Evaluation Reports (HPSR, ASR, HRER, XPI), Findings of Effect, Monitoring Plans, Late Discovery Plans, Burial Treatment Plans, and both testing and data recovery reports.

TREMAINE's staff includes: two Ph.D., RPA Archaeologists; one MA-level, RPA archaeologists; two Bachelor's-level field and laboratory archaeologists; a Ph.D. Soil Scientist; a certified GIS specialist; a controller and accounting staff. Additionally, TREMAINE retains several subconsultants specializing in geomorphology/geoarchaeology, architectural history, and geophysics. Together, we possess the complementary strengths of managerial excellence, regulatory knowledge, and technical proficiency needed to assist your project. We also retain a pool of seasonal or on-call technicians for projects, as demand merits.

#### **SIMILAR EXPERIENCE ON LOCAL ASSISTANCE PROJECTS WITH CALTRANS OVERSIGHT**

Our successful delivery of the required documents for the initial RSTP Overlay Project demonstrates Tremaine's ability to review and prepare the associated studies for the remaining approximate 400 miles of county roads. Some similar projects, conducted for other county governments, for Caltrans Local Assistance programs are listed below.

- CNG Maintenance Buildings Improvement Project in the Cities of Riverbank and Modesto, Stanislaus County, CA  
Client: Stanislaus County Public Works Department/ Caltrans Review  
Deliverables: HPSR
  
- Green Valley Road Bridge (25c-0038) Replacement Project at Tennessee Creek, El Dorado County, CA 03-Eld-0-Cr Federal Aid Number: Brls-5925(030)  
Client: El Dorado County Department Of Transportation/ Caltrans Review  
Deliverables: HPSR, ASR, and HRER
  
- Blairs Lane Bridge (25c-0012) at Hangtown Creek Replacement Project, El Dorado County, CA BHLO 5015(009), El Dorado County  
Client: El Dorado County Department Of Transportation/ Caltrans Review  
Deliverables: HPSR, ASR

- Green Valley Road Bridge (25c-0088) Replacement Project at Weber Creek  
Client: El Dorado County Department Of Transportation/ Caltrans Review  
Deliverables: HPSR, ASR

- Marsh Creek Detention Facility Bridge Replacement Project, Contra Costa County, California BRLO 5928 (068)  
Client: Contra Costa County Public Works Department/ Caltrans Review  
Deliverables: HPSR, ASR

#### **STAFF QUALIFICATIONS & PROJECTED WORKLOAD**

##### **Kim Tremaine, Ph.C., RPA – Principal Investigator**

Ms. Tremaine will provide oversight and guidance for all levels of work associated with the RSTP Overlay Project to maintain the highest quality and efficiency to ensure the project's success. Ms. Tremaine has advanced to candidacy for her Ph.D. at the University of California, Davis, and holds a Masters degree in Cultural Resources Management from Sonoma State University. Ms. Tremaine, a principal of Tremaine, has thirty years experience in California archaeology, specifically in the Central Valley, the Delta, the Sierras, and in the North Coast Ranges. She has applied her extensive archaeological experience to managing cultural resources and has directed numerous projects involving compliance with Section 106 of the National Historic Preservation Act (NHPA) and the California Environmental Quality Act (CEQA).

Kim Tremaine's current and projected workload is light to moderate, with an expected slight increase in the summer months. She will therefore be able to focus her attention to oversight and guidance for the RSTP Overlay Project.

##### **Dwight Simons, Ph.C. –Project Manager**

Mr. Simons will be the lead RSTP Overlay Project Manager responsible for scheduling and coordination, budget monitoring, managing staff assigned to the project, conducting necessary consultation and coordination with the County and Caltrans, and producing the appropriate technical reports. Dwight has 40 plus years of experience in California and Great Basin prehistoric and historic archaeology and has been involved with over 300 archaeological and cultural resources projects. He is well-versed in conducting archival research, cultural resource inventories, documentation of archaeological sites and other cultural properties, evaluating cultural resources and properties, implementing testing and data recovery programs, laboratory studies, and technical report writing.

Dwight Simons is currently involved in managing several small, primarily public works projects with CALTRANS oversight for Amador County, El Dorado County, Placer County, Solano County, and Yolo County. Cultural assessments and technical reports for the latter four counties' projects will be completed by the end of June 2009. The



remaining Amador County and El Dorado County projects began in January 2009; anticipated completion of these projects is August 2009. These projects will not require extensive time investments therefore substantial time and effort are easily allocated to the RSTP Overlay Project.

**Dave Goldsmith, M.A., RPA – Staff Archaeologist**

Mr. Goldsmith will be responsible for conducting records searches, compiling data, conducting and managing field crews for the necessary fieldwork, and contributing to technical reports for the RSTP Overlay Project. Mr. Goldsmith received an M.A. in Anthropology from California State University, Sacramento in 1998. He also has a B.A. in Geography from the University of Nebraska, Omaha. He is familiar with federal and state regulations regarding cultural resources management, and is experienced in both field and laboratory work. Dave has been with Tremaine for several years, surveying, supervising monitoring projects, conducting records searches, and assisting with the writing of technical reports.

Currently, Dave Goldsmith is aiding in the completion of the technical reports for projects managed by Dwight Simons. Dave will be able to focus much of his time and efforts to aid in analysis and report production for the RSTP Overlay Project.

**Melissa Johnson, B.S., B.A. – Staff Archaeologist, Project Assistant**

Ms. Johnson will be responsible for conducting the records search and field surveys, aiding in the recordation of cultural resources, and contributing to the technical reports for the RSTP Overlay Project. Ms. Johnson holds a Bachelor of Science degree in Anthropology and a Bachelor of Arts degree in History from Santa Clara University. She graduated in 2008, cum laude. She has one year of archaeological experience focused in Northern California and has proven her talents in conducting research, manipulating databases, producing graphics, and formatting reports.

Currently, Melissa Johnson is aiding in the completion of the technical reports for projects managed by Dwight Simons. Anticipated fieldwork for the Amador County and El Dorado County projects, for which Melissa will be participating in, is estimated for 5 days to occur between the months of March and April 2009. Additionally, Melissa is working on chapters of a "Report of Findings for the Sutter Hospital Expansion Project, Sacramento County." The report is estimated to be complete by March 2009. As such, Melissa will be able to focus her time and efforts to conduct the records search, perform any necessary field inspections/surveys, and aid in report production for the RSTP Overlay Project.

**DeAndra Dibene – GIS Specialist**

Ms. Dibene will be responsible for producing all maps needed for the RSTP Overlay Project. She will prepare properly formatted maps for the records search, Native American consultations, and all technical reports. In addition, she will georeference GPS

data collected during any field inspection or survey to produce associated compiled data maps for the technical reports. Ms. Dibene, a certified GIS analyst, has worked with TREMAINE for three years. Her primary responsibility is to prepare maps and georeference aeriels, historic maps, and geophysical data, with engineering plans for our projects.

Currently, DeAndra is producing graphics needed for the on-going projects managed by Dwight Simons. The current and projected workload for these projects is light therefore DeAndra will be able to devote her time and efforts to producing the necessary maps required for the RSTP Overlay Project.

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**

2009 Rate Fee Schedule

Tremain and Associates, Inc.

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal Investigator	102.00
Architectural Historian	125.00
Project Manager	86.00
Senior Archaeologist	86.00
Staff Archaeologist	72.00
Projects Coordinator	68.00
Cost Analyst	72.00
Field Director	72.00
Field Crew Chief	68.00
Lab Supervisor	68.00
Field Technician III	61.00
Lab Technician III	61.00
Field Technician II	58.00
Lab Technician II	58.00
Field Technician I	54.00
Lab Technician I	54.00
GIS Analyst	72.00
GIS Tech	68.00
Graphics Specialist	68.00
Clerical Staff	54.00
Soils Scientist	125.00
Geomorphologist	125.00
Geophysicist	140.00
Geophys. Tech	86.00

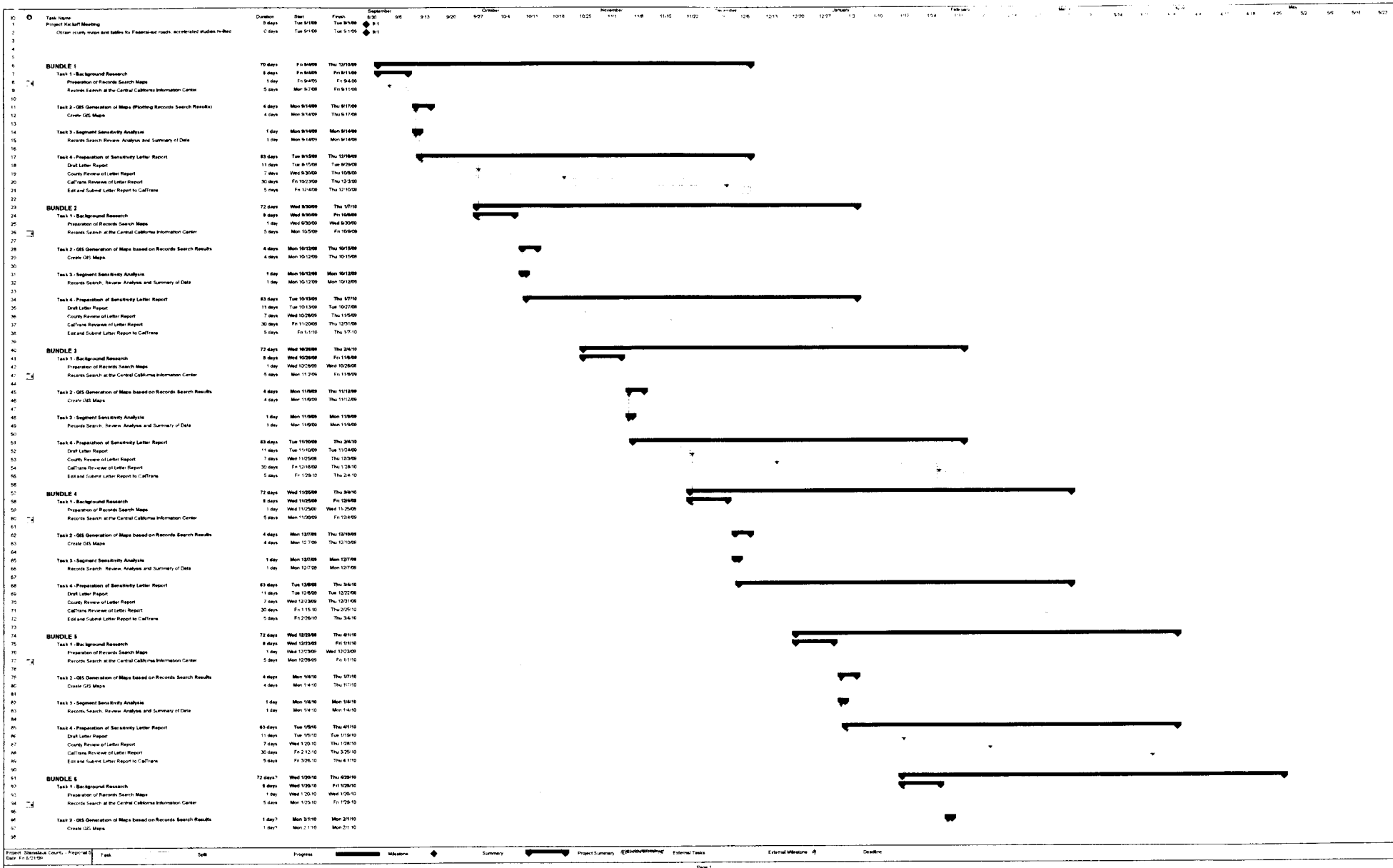
<b>Other Direct Costs</b>	<b>Unit</b>	<b>Rate</b>
Mileage	mile	gov rate
Per Diem	day	conus rate
In House Truck Use Fee	day	37.00
In-House ATV	day	55.00
Digital Camera	day	10.00
Cell Phone	day	10.00
Excavation Field Equipment *1	person-kit	20.00
Safety Gear *2	person-kit	5.00
Monitoring Equipment *3	person-kit	15.00
In-House Mobile EM3 *4	day	1,030.00
In-House Resistivity Instrument *5	day	30.00
In-House Trimble GeoXT Hand-Held GPS Unit *6	day	65.00
In-House Trimble Ag214/MS750 GPS *7	day	220.00
Equipment Rental		at cost
Outsource Printing & Reproduction		at cost
In-House B&W Copies	page	0.15
In-House Color Copies	page	0.45
In-House B&W Copies (11x17)	page	0.25
In-House Color Copies (11x17)	page	0.65
In-House Binding (Supplies)	bind	2.50
In-House Large Format Printing (2x3 ft)	sheet	25.00
Postage/Courier		at cost
Teleconferencing		at cost

- \*  
 1- Excavation Kit: 2 shovels, pick, 1/4 & 1/2" shaker screens, 4 buckets, supplies)  
 2- Safety Kit: hard hat, safety vest, safety goggles, rubber gloves, ear protection, first aid kit)  
 3- Monitoring Kit: pH test, 50-m tape, flashlight, screen, shovel, clipboard, supplies)  
 4- Mobile EM3: mobile electromagnetic geophysical equipment, including trailer, Trimble Base & Rover, ATV, & Truck)  
 5- Resistivity Instrument: L&R MiniRes  
 6- Trimble GeoXT Hand-Held GPS w/ ArcPad (meter-accuracy)  
 7- Trimble Ag214/MS750 GPS Base/Rover (submeter-accuracy)

decompressor  
are needed to see this picture.

**EXHIBIT D**

**PROJECT SCHEDULE**



ID	Task Name	Duration	Start	Finish	September	October	November	December	January	February	March	April	May	June	July	August	September
					8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22
190	Task 3 - Segment Sensitivity Analysis	5 day	Mon 9/14/10	Mon 9/19/10													
191	Resource Search, Review, Analysis and Summary of Data	1 day	Mon 9/14/10	Mon 9/14/10													
192	Task 4 - Preparation of Sensitivity Letter Report	63 days	Tue 9/28/10	Thu 10/29/10													
193	Draft Letter Report	11 days	Tue 9/28/10	Tue 10/16/10													
194	County Review of Letter Report	7 days	Wed 9/23/10	Thu 9/29/10													
195	California Review of Letter Report	30 days	Fri 9/10/10	Thu 10/21/10													
196	Est and Subarea Letter Report to California	5 days	Fri 9/24/10	Thu 9/29/10													
197																	
198	<b>BUNDLE 7</b>	72 days	Wed 9/17/10	Thu 10/27/10													
199	Task 1 - Background Research	8 days	Wed 9/17/10	Fri 9/24/10													
200	Preparation of Resource Search Maps	1 day	Wed 9/17/10	Wed 9/17/10													
201	Resource Search at the Central California Information Center	5 days	Mon 9/22/10	Fri 9/28/10													
202																	
203	Task 2 - GIS Demonstration of Maps based on Resource Search Results	1 day	Mon 9/19/10	Mon 9/19/10													
204	Create GIS Maps	1 day	Mon 9/19/10	Mon 9/19/10													
205																	
206	Task 3 - Segment Sensitivity Analysis	1 day	Mon 9/19/10	Mon 9/19/10													
207	Resource Search, Review, Analysis and Summary of Data	1 day	Mon 9/19/10	Mon 9/19/10													
208																	
209	Task 4 - Preparation of Sensitivity Letter Report	63 days	Tue 9/28/10	Thu 10/29/10													
210	Draft Letter Report	11 days	Tue 9/28/10	Tue 10/16/10													
211	County Review of Letter Report	7 days	Wed 9/23/10	Thu 9/29/10													
212	California Review of Letter Report	30 days	Fri 9/10/10	Thu 10/21/10													
213	Est and Subarea Letter Report to California	5 days	Fri 9/24/10	Thu 9/29/10													

**Stanislaus County - Regional Surface Transportation Program (RSTP) Overlay Project**

Tasks	Days	Totals
Project Kickoff Meeting	1	1
<b>GROUP 1 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps (Plotting Records Search Results)</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 1</b>		<b>63</b>
<b>GROUP 2 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps based on Records Search Results</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search, Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 2</b>		<b>63</b>



Tasks	Days	Totals
<b>GROUP 3 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps based on Records Search Results</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search, Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 3</b>		<b>63</b>
<b>GROUP 4 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps based on Records Search Results</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search, Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 4</b>		<b>63</b>
<b>GROUP 5 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps based on Records Search Results</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search, Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 5</b>		<b>63</b>

Tasks	Days	Totals
<b>GROUP 6 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps based on Records Search Results</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search, Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 6</b>		<b>63</b>
<b>GROUP 7 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps based on Records Search Results</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search, Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 7</b>		<b>63</b>
<b>GROUP 8 AREAS</b>		
<b>Task 1 - Background Research</b>		
Preparation of Records Search Maps	1	
Records Search at the Central California Information Center	5	6
<b>Task 2 - GIS Generation of Maps based on Records Search Results</b>	4	4
<b>Task 3 - Segment Sensitivity Analysis</b>		
Records Search, Review, Analysis and Summary of Data	1	
<b>Task 4 - Preparation of Sensitivity Letter Report</b>		
Draft Letter Report	11	
County Review Period of Letter Report	7	
Caltrans Review Period of Letter Report	30	
Edit and Submit Letter Report to Caltrans	5	53
<b>Total Days for Group 8</b>		<b>63</b>