

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

DEPT: Public Works *ms*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE October 19, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Establish the Project Budget and Award a Consulting Contract to Nolte Associates, Inc. for the Crows Landing Road Seismic Bridge Replacement Project

STAFF RECOMMENDATIONS:

1. Award a consulting contract for engineering services to Nolte Associates, Inc., not to exceed \$942,760 for the Crows Landing Road Seismic Bridge Replacement Project.
2. Authorize the Director of Public Works to execute a contract with Nolte Associates, Inc. not to exceed \$942,760 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The estimated total cost of the project is \$18,968,400. The Crows Landing Road Seismic Bridge Project will be funded by Highway Bridge Program (HBP), Local Seismic Safety Retrofit Program (LSSRP) and Public Facility Funds (PFF). At this time, \$942,760 is needed for engineering design services, right of way services, environmental services, soils testing services, traffic engineering services, permitting services and \$100,000 for State fees, permits, additional design services, advertising and copying services. The design phase of the project is fully funded. Upon completion of the design phase, future phases of the project will obtain new Federal authorizations.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2010-654

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:

Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Establish the Project Budget and Award a Consulting Contract to Nolte Associates, Inc. for the Crows Landing Road Seismic Bridge Replacement Project

Project Funding Sources:

Highway Bridge Program	\$ 16,792,728
Local Seismic Safety Retrofit Program	\$ 1,972,886
Public Facility Fees	\$ 202,790
Total	\$ 18,968,400

DISCUSSION:

The Board of Supervisors awarded an Agreement For Professional Services With Nolte Associates, Inc. for Engineering Design Services for The Crows Landing Road Seismic Bridge Replacement Project for an amount not to exceed \$385,000 on May 1st, 2001. The project has been delayed several times in the last nine years due to budget challenges and the Department's changes in priorities. Work has been completed under the first contract amount and billing nearly complete under this amount.

In March of 2008, Department staff requested Caltrans (California Department of Transportation) re-program this important bridge in Stanislaus County in order to complete the project design. Nolte and Department staff worked with Caltrans Local Assistance - Structures for a year to develop the final seismic strategy. The outcome was to replace the 61 year old bridge. This bridge was built in 1949 and consists of a steel stringer and steel plate girder superstructure on reinforced concrete wall piers and reinforced concrete pile bents with reinforced concrete winged abutments. The entire bridge span is approximately 670 linear feet in length and the Average Daily Traffic (ADT) volume is approximately 6,700 vehicles per day. Per the latest Caltrans bridge report issued in September 2007 and FHWA's 1995 Coding Guide, this bridge has been determined to be vulnerable to damage if there is a significant flood event on the San Joaquin River. The bridge is also on the Local Seismic Safety Retrofit Program (LSSRP) list due to seismic deficiencies and the bridge is listed as functionally obsolete. The proposed replacement bridge will improve safety and capacity within this segment of Crows Landing Road.

On April 22, 1997, in Resolution No. 97-303, the Board of Supervisors declared this bridge as one of three bridges that provide critical links within Stanislaus County for emergency access and must remain open at all times. The three bridges are McHenry Bridge over the Stanislaus River, Crows Landing Road Bridge over the San Joaquin River and the 9th Street Bridge over the Tuolumne River. The 9th Street Bridge replacement project has been completed and the McHenry Bridge project is underway, with San Joaquin County as the lead agency. The McHenry Bridge should be under construction in 2014 to 2015. Crows Landing Road Bridge should be under construction by 2014 to 2015 as well.

Approval to Establish the Project Budget and Award a Consulting Contract to Nolte Associates, Inc. for the Crows Landing Road Seismic Bridge Replacement Project

Stanislaus County received the programming authorization from Caltrans on July 7th, 2010 in the amount of \$1,618,000.09 of which \$1,432,415.00 is Federally funded. The consultant Nolte Associates has provided a revised scope and fee based upon the final seismic strategy as approved by Caltrans. As the scope has changed significantly in the last 9 years, staff recommends a new contract with Nolte Associates be entered into.

Caltrans takes no exception to continuing to use Nolte Associates on this project, with the revised scope and fee.

It is proposed that the project contract be:

First Contract Amount	\$385,000
Second Contract Amount Requested	\$942,760
Total Contract Amount	\$1,327,760

For the following reasons, staff concludes that soliciting new proposals for the project changes in this instance does not produce any public advantage, and that it is in the County's and public's best interest to negotiate a contract with the existing consultant on the project rather than solicit new proposals for the project changes:

1. Nolte Associates already is working under the original contract amount and time is of the essence. The County has been given the final time extension from the Federal Highways Administration (FHWA) on this project and the deadline for completing the Project Approval and Environmental Document is April of 2012. The process for soliciting new consultants and getting one approved would be three to four months, which would put \$1.4 million in Federal funds in jeopardy as the County has received its final extension from FHWA.
2. Competitive bidding for consultants requires award to the most qualified consultant, which would almost certainly be Nolte Associates due to their history, familiarity with the project and qualifications. Through no fault of Nolte, this project has been delayed several times and the scope of the project increased.
3. The negotiated contract amount from Nolte Associates is significantly less than the maximum design fee allowed by Caltrans. Caltrans allows design fees up to 25% of the construction cost of the bridge; \$3,840,000 which is 25% of the estimated construction cost of \$15,360,000.

Staff is recommending that a new contract be entered into for the revised scope.

POLICY ISSUES:

This action supports the Board's priorities of providing A Safe Community, A Healthy Community and A Well-Planned Infrastructure System by advancing design work for the future replacement of the Crows Landing Road Bridge.

Approval to Establish the Project Budget and Award a Consulting Contract to Nolte Associates, Inc. for the Crows Landing Road Seismic Bridge Replacement Project

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

DL:jg

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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 Crows Landing Road Seismic Bridge Replacement Project	
Period	JUL-10 to JUN-11	
Organization	Stanislaus Budget Org	

Line	Coding Structure							Debit		Credit		Description
	Fund	Org	Account	G/L Proj	Loc	Misc		incr appropriations	decr appropriations			
	4	7	5	7	6	6		decr est revenue	incr est revenue			
1	1102	40310	27600	0	0	0	0	834,625.43				
2	1102	40310	27600	9589	0	0	0		834,625.43			
3	1102	40310	63280	9589	0	0	0	942,760.00				
4	1102	40310	63280	0	0	0	0		915,325.68			
5	1102	40310	46615	0	0	0	0		27,434.32			
6								.0				
7								.0				
8								.0				
9								.0				
10								.0				
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20								.0				
21								.0				
22								.0				
23								.0				
24								.0				
25								.0				
Totals								1,777,385.43	1,777,385.43			

Transfer budget to the Crows Landing Road Seismic Bridge Replacement Project

Requesting Department	CEO	Auditors Office Only
Sharon Andrews		
Signature	Signature	Prepared By
10/7/10	10/8/10	Admin Approval (\$75K+)
Date	Date	10/7/10
		Date

Contact Person & Phone Number

**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 **Nolte 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. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California 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. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because

of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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 Nine Hundred Forty-Nine Thousand Sixty-Five Dollars (\$949,065).

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B 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.

2.4. 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.

2.5. 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 or 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 until the work required herein is completed, 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. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

- (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 Two Million Dollars (\$2,000,000.00), 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 Two Million Dollars (\$2,000,000.00), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except 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.

5.3. 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.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. 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. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. 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.

5.9. 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: Mike Pugh

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: Dave Leamon, Manager
1716 Morgan Road
Modesto, California 95358

If to Consultant:

Nolte Associates, Inc.
Attn: Steve Clonts, Mgr. Contracts/Legal Affairs
2495 Natomas Park Drive, 4th Floor
Sacramento, CA 95833-2935

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. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. 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.

7.13. 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.

7.14. 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 qualifies 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. 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.

7.22. 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.


7.23. 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.


7.24. 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.

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

COUNTY OF STANISLAUS

NOLTE ASSOCIATES, INC.

By: 
Matt Machado, Director
Department of Public Works

By: 
Ken Rudolph, COO

Approved: BOS Resolution # 2010-654
Dated: 10-19-2010

APPROVED AS TO FORM:
John P. Doering
County Counsel

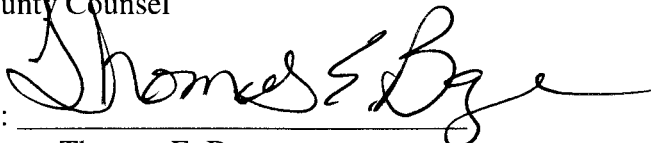
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL

N/A

EXHIBIT B
CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

Scope of Work

Crows Landing Road Bridge Replacement Project Scope of Services

Phase I - Preliminary Engineering, NEPA/CEQA Documentation

Task 1 Project Management

Task 1.1 Management and Review Meetings

Nolte will perform the activities necessary to plan, direct, and coordinate the work of the design project. This work will include the preparation of a project work plan, project schedule, and regular monthly project invoices. As part of the project, Nolte will keep project records with all correspondence and submittals.

Following the Notice to Proceed, Nolte will attend a project initiation meeting to review the schedule and other project items, and to establish communication lines with Stanislaus County and other team members. In addition, Nolte will attend six additional site field-reviews, or other project meetings as required to identify, address, or resolve other project issues as they arise. The Nolte Project Manager will coordinate closely with the Stanislaus County Project Manager to ensure critical issues are raised and resolved at the meetings. Key Nolte team staff will attend these meetings as needed.

Task 1.2. Quality Assurance/ Quality Control

Throughout the project, Nolte will ensure project quality at all levels of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes implementing our standardized process flow charts for HBP projects, developing a project work plan manual, and conducting peer reviews and an independent bridge design check. We have referenced the various steps of our Quality Assurance/Quality Control Plan throughout our proposed project scope of work.

Task 2 Existing Document Review / Review Existing Bridge

As part of the project restart effort, Nolte will review all available information regarding the existing bridge and site, developed previously and /or provided by Stanislaus County. This includes project documents previously developed by Nolte and County provided bridge, utility, and road plans. Our investigation will also include review of any existing environmental documentation. In addition, we will review existing geotechnical reports and soil boring logs performed during the seismic retrofit analysis of the existing bridge structure. Information taken from our research and previous site visits will assist us in determining the best construction procedures for replacing the existing bridge. This data will later be used during the preparation of the plans, specifications, and estimates.

As part of the project restart effort, Nolte will perform a new field review of the existing bridge structure. The purpose of this field review will be to re-evaluate if the existing bridge structure can remain in services during the design and construction processes of the replacement structure. The field review will consist of visually observing the condition of the existing bridge structure to see if there are any structural items that appear to be degraded to a point that warrants additional structural inspection analysis, and/or structural repair.

It is anticipated that the existing bridge will not need any supplemental repairs, therefore, the attached fee does not include these study and repair design services.

Task 3 Survey and Mapping

Task 3.1 Aerial Photomapping

Aerial Photomapping Services, as a subconsultant to Nolte will prepare an aerial topographic survey of the project area that extends approximately 1500' north and south of the existing bridge and approximately 200 east and west of the existing bridge. The survey will be prepared at a scale of 1"=40' with 1 foot contour intervals and will show edges of pavement, spot elevations, power poles, and visible surface features.

Task 3.2 Topographic Survey and Mapping

The Crows Landing Road Bridge project requires a topographic survey. The survey data will be used as the basis for right-of-way and easement locations and for preparation of the project construction plans. Nolte prepared a topographic base map in the Fall of 2001

This topographic base map includes:

- Detailed Topographic Survey of the project limits
- Survey information based on Stanislaus County Horizontal and Vertical Control datum.

Due to the age of the existing topographic base map, Nolte will need to verify the current site conditions have not changed since the base map was prepared. This will be done by field checking the existing base map, noting any changes in the field, and revising the project base mapping as required. In addition, the preferred project roadway alignment (Alternative 1) extends beyond the existing base mapping at each end of the project. Thus additional field survey and base mapping work is required at these project locations.

Task 3.3 San Joaquin River Topographic Survey and Mapping

Nolte surveyed 12 sections of the San Joaquin River in the summer of 2001. Since these cross sections were taken, there have been several large storm events and subsequent high flows within the San Joaquin River. Thus to ensure accuracy of the river channel data, for Hydraulic modeling purposes, scour counter measures recommendations, and the placement of the pier and abutment pile caps, Nolte will need to re-survey the 12 river channel sections.

Task 4 Geotechnical Investigations

GeoLogic (GLA) Associates, as a subconsultant to Nolte, will provide a Geotechnical Investigation Report for the project. The Geotechnical Investigation Report will recommend bridge foundations and construction considerations. In order to compile the Geotechnical Investigation Report, GLA will perform field explorations, a laboratory testing program, and geotechnical analyses. Based on existing geotechnical data, liquefiable soils are present beneath the proposed bridge location. The geotechnical study will focus on selected physical properties of the subsurface soils and will not include sampling, testing or assessment of any toxic or hazardous substances. If during the performance of the planned subsurface exploration, visually foreign or odoriferous materials are encountered, drilling will be terminated at that location and the client will be notified of the condition.

GLA proposes to supplement the existing geotechnical data by drilling eleven rotary wash borings and six Cone Penetrometer Tests (CPTs).

Task 4.1 Pre-Drilling Services

GLA will review the existing geotechnical reports and soil boring logs performed during the seismic retrofit analysis of the existing bridge structure. GLA will also perform a site reconnaissance to determine site accessibility and rough locations of utilities. GLA will also work with Nolte to survey in the boring locations. GLA will also contact Underground Services Alert (USA) to locate underground utilities at the site.

GLA will need permission to access each side of the river through neighboring properties. In addition, GLA will need a staging area adjacent to the river for the barge drilling work. We are assuming that Stanislaus County will secure the required right of entry permission to access the site. In addition, GLA's scope does not make allowance for the procurement of any County encroachment permits. We are assuming the encroachment permits would be provided by the County.

Task 4.2 Field Exploration**Task 4.2.1 Rotary Wash Borings**

A boring will be drilled at each of the six proposed support locations. The rotary wash borings will be drilled to depths of about 140 feet. Two of these six borings will be located in the active river channel and utilize a barge for access. The remaining four rotary wash boring will be drilled via a track mounted drill rig.

An additional five rotary wash borings are proposed to support design requirements for the bridge approaches, roadway alignment and supporting earthen embankments. Depths for these borings will be up to about 40 feet.

Access to the boring locations will be obtained from an existing maintenance road in the north-west quadrant of the project site and a private driveway in the north-east quadrant. Sampling will be conducted at about five foot intervals in the borings and will consist of both relatively undisturbed sampling, standard penetration testing and bulk samples of near surface material. The field operations will be conducted under the direct supervision of an experienced engineer or geologist.

The drill cuttings and associated fluids will be stored in drums and then disposed of offsite. Temporary on-site storage will be provided. It is assumed that the cuttings and drilling fluids will be deemed to be non-hazardous.

Task 4.2.2 Cone Penetrometer Test (CPT)

GLA will advance six Cone Penetrometer Tests (CPTs) in order to provide an enhanced definition of subsurface conditions in the area of the southerly bridge approach. In addition, GLA proposes to evaluate the liquefaction and lateral spreading potential at the westerly bridge approach and provide recommendations for any required mitigation. Previous field, laboratory, and engineering studies indicate that lateral spreading and liquefaction are not a significant risk at the easterly bridge approach.

Note: Traffic control is not anticipated for the field exploration work and not included in our fee proposal.

Task 4.3 Laboratory Testing

Engineering properties of the subsurface materials will be determined by the field and laboratory tests. Samples will be obtained from the borings for subsequent examination and laboratory testing. Earth materials will be visually classified in the field in general conformation with local geologic practice and/or the Unified Soil Classification System. The field classification will be verified in the laboratory by visual observation and confirming tests where necessary. We presently anticipate the following laboratory tests will be performed.

- In-Situ Moisture Density
- Shear Strength
- Atterberg Limits
- Grain Size (including hydrometer)
- Consolidation
- Soluble Sulphate and Chlorides
- Resistivity and pH
- R-Value
- Sand Equivalent

Task 4.5 Geotechnical Report Preparation

Based on the soils evaluation from the field study and engineering analyses of both laboratory and field data, a Foundation Report will be prepared. The report will conform to Caltrans' Geotechnical Design Reports (Version 1.3, December 2006) and for Structure Foundation Reports (Version 2.0, March 2006). The specific content of the foundation report follows:

- Evaluation of types, locations and engineering characteristics of foundation materials in the area of the proposed bridge replacement.
- Assessment of engineering seismology of the project area including response spectra and liquefaction potential.
- Recommended structural design parameters for the most feasible methods of bridge foundation support, including allowable bearing capacities and resistance to lateral loads.
- Evaluation of the corrosion potential of foundation soils.
- Construction considerations, including those for pile installation.
- Flexible structural pavement recommendations for the bridge approaches.
- Details pertaining to the field study and the test borings for the bridge will be presented on a reproducible Log of Test Borings. Allowance has been made to include previous exploration work on these sheets.

Deliverables:

- Four copies of Draft Geotechnical Investigation Report
- Full Size Drawing (22x34) of the Log of Test Borings Sheet
- Electronic copy of the Log of Test Borings Sheet
- Four copies of the Final Geotechnical Investigation Report (delivered with 95% submittal)

Task 5 Environmental Clearance Documents

Task 5.1 Pre-Investigation Services

ICF will review the existing documentation, studies, maps, etc. that are available and related to the project vicinity. ICF will also perform a site reconnaissance to determine the attributes needed in the preliminary Environmental Study for this project.

Task 5.2 Environmental Technical Studies & CEQA/NEPA Documents

Task 5.2.1 Preliminary Environmental Study

ICF will re-initiate the environmental review process by updating the draft preliminary environmental study (PES) form prepared in 2002 to determine the potential presence of sensitive environmental resources near the Crows Landing Road Bridge. To complete this task, ICF will develop a preliminary project description with project map and conduct one site visit with members of the current project team. The latest guidance and version of the PES form will be used and completed according to Caltrans Local Assistance Procedures Manual (May 2008) to assess the potential direct and indirect effects on the environment and to recommend technical studies needed to support the checklist conclusions. The PES form will be the basis for discussion with Caltrans staff about the scope of the studies.

Task 5.2.2 Environmental Documentation

In June 2010 the PES for this project was signed and approved by Caltrans. If subsequent documents or analysis are required by Caltrans, they can be prepared under separate scope and budget. The decision as to the appropriate documents will ultimately be made by Stanislaus County (under CEQA) and Caltrans (under NEPA). We anticipate that it will be technically feasible to avoid significant project impacts through project design or incorporation of mitigation measures into the project. Based on our current knowledge of the project, we anticipate an Initial Study/Mitigated Negative Declaration (IS/MND) and a Categorical Exclusion (CE) will be required to comply with CEQA and NEPA, respectively. Based on responses from Caltrans on the draft PES, the following is a list of the required technical studies for this project:

Required Technical Studies

- Air Quality Study
- Biological Resources Technical Reports
 - Natural Environment Study (NES)
 - Biological Assessment (BA)
 - Wetland Delineation
 - Bio-Acoustic Evaluation
 - March/September Floristic Surveys
- Community Impacts Assessment Memorandum and Farmlands Analysis (LESA)
- Cultural Resources Technical Reports including:
 - Section 106, Cultural Resources Study
 - Delineation of the Area of Potential Effect (APE)
 - Archaeological Survey Report (ASR)
 - Historic Property Survey Report (HPSR)
 - Historical Resources Evaluation Report (HRER)
- Noise Study Report
- Visual Impact Assessment Technical Memorandum
- Water Quality Study
- Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA
- Categorical Exclusion (CE) under NEPA

Deliverables:

- An electronic portable document format (PDF) copy (or Microsoft Word version if requested) of the:
 - Administrative draft (Nolte/County only)
 - Draft (Nolte/County/Caltrans)
 - Final version (Nolte/County/Caltrans)For each of the anticipated documents listed above for review and approval.
- Up to eight (8) printed hard copies of each final report
 - Nolte (1)
 - Stanislaus County (2)
 - Caltrans (5).

ICF's scope of work assumes one (1) review cycle and a consolidated set of review comments on each submitted version of the documents. Additional rounds of review and response to comments can be provided by ICF for an additional cost.

5.2.2-1 Project Development Team Meetings

ICF will attend a maximum of four (4) meetings with the Nolte, County and/or Caltrans to complete the environmental clearance documents. If additional meetings are required, ICF can attend for an additional cost. The County must approve additional meetings in advance.

5.2.2-2 Air Quality Study

ICF will prepare an air quality analysis and report for the proposed project. The analysis will be coordinated with Stanislaus County, San Joaquin Valley Unified Air Pollution Control District (SJVAPCD), and Caltrans. Construction emissions will be evaluated using the Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model and information provided by Nolte and Stanislaus County. Construction emissions will then be evaluated against the requirements of the SJVAPCD's Indirect Source Review Rule (Rule 9510) and emission reduction requirements will be evaluated to meet Rule 9510, if applicable. ICF will collect the information required for the air quality report. A quantitative construction- and demolition-related emissions analysis will be conducted for the project. The construction and demolition emissions analysis will be based on the methodology included in the SJVAPCD's Guide for Assessing Air Quality Impacts manual, Road Construction Emissions Model, and a list of potential construction equipment and timing/duration of their use provided by Nolte. Mitigation measures for any air quality impacts found to exceed the SJVAPCD's thresholds will be identified.

It is anticipated that the project is exempt from conformity requirements per 40 CFR 93.126. Therefore, an evaluation of regional and localized conformity (CO and PM10/PM2.5) is not required. Consequently, the Air Quality Study will document the federal conformity requirements and the project's exemption from these requirements. Because there is no increase in capacity or additional vehicle trips or delays from implementation of the project, it is anticipated that no mobile source air toxic (MSAT) emissions would result from implementation of the proposed project. The Air Quality Study will document the federal MSAT requirements and the project's potential for MSAT emissions based on FHWA guidance.

5.2.2-3 Biological Resources Technical Studies

Natural Environment Study (NES)

The Natural Environment Study (NES) will describe existing natural communities and wildlife habitats based on a detailed biological resources inventory, including a qualitative fisheries evaluation; identify potential impacts on biological resources; and recommend feasible mitigation measures to avoid or mitigate biological effects. Potential impacts on biological resources from constructing and operating the replacement Crows Landing Road Bridge will be identified based on the specific bridge design proposed. Possible impacts to be addressed could include direct or indirect effects on special-status species or their habitats; loss of wildlife habitat; fragmentation of wildlife habitat; and loss or degradation of riparian areas. Personnel from the California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and other biological experts will be consulted to assess impacts on any sensitive botanical and wildlife resources. Field surveys will focus on locating or identifying potential habitat for special-status plant, wildlife, and fish species. Natural communities and unique wildlife habitat features will be mapped on aerial photographs or on a topographic map.

Floristic Surveys

An ICF botanist will conduct a reconnaissance-level habitat assessment for special-status plant species. A survey corridor will be identified that extends 100-200 feet beyond the construction right-of-way. During the assessment all plants will be identified and all special-status plants will be reported.

An ICF botanist will return to the project site to conduct surveys of the project area in September and March to coincide with the blooming periods of special-status plant species with potential to occur in the project region, as determined from current California Natural Diversity Data Base (CNDDDB) and California Native Plant Society (CNPS) Inventory results. The surveys will be floristic in nature and will be conducted in accordance with CDFG's 2009 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities and CNPS's 2001 botanical survey guidelines. If any special-status plants are found during the surveys, the locations will be mapped with a GPS unit, the plants photographed, the number of plants in the population estimated, and the associated plant species noted. The botanist will include the methods and results of the survey in the NES and IS/MND, as well as project impacts and mitigation measures, if any special-status plants are found. Interim results after the first survey can be provided by e-mail, as needed. A California Native Species Field Survey Form and accompanying map will be completed and submitted to the CNDDDB, if any special-status plant locations are found during the surveys.

Wildlife Surveys

The project will require coordination with the USFWS to address potential effects on vernal pool crustaceans, California red-legged frog, California tiger salamander, and giant garter snake. A wildlife biologist will conduct a reconnaissance-level survey of the project area and will identify habitats that could support special-status wildlife species. No protocol-level surveys for special-status wildlife species are proposed. This habitat assessment will utilize CDFG and USFWS guidelines where applicable (e.g., Giant garter snake, California red-legged frog, Swainson's hawk). All raptor nests within 0.5-mile of the project footprint will be displayed on project maps. ICF will also assess all potential nesting habitats (e.g., grasslands and riparian areas) within 500 feet of the project site for their suitability for migratory bird nests. All wildlife observed in the project area will be identified and included in the report.

Fish Surveys

A fisheries biologist will conduct a reconnaissance-level survey of the project area to evaluate the quality of existing stream habitat, and the extent of aquatic habitat potentially affected by the project. The potential for occurrence of special-status species will be based on the known distribution, life history, and habitat requirements of Central Valley fish species.

The project will require coordination with NMFS to address potential project effects on green sturgeon Central Valley steelhead, both listed as threatened under the federal ESA, and designated critical habitat for steelhead. Coordination is also required to address potential effects on Essential Fish Habitat (EFH) pursuant to the Magnuson-Stevens Fishery Conservation and Management Act. Species in the project area that are covered under the Magnuson-Stevens Act are fall-/late fall-run Chinook salmon. ICF will coordinate with NOAA Fisheries Service to identify potential effects and appropriate measures to minimize or avoid adverse effects on Chinook salmon and steelhead. Construction of the project could affect adult and juvenile salmon and steelhead during their upstream and downstream migrations to and from the Merced River upstream of the bridge site. The period of concern would likely be October 1 through June 30. The alteration or loss of natural banks and riparian vegetation would need to be minimized as much as possible.

At this time it is not known if consultation will be required with USFWS on other federally listed species such as valley elderberry longhorn beetle or other species. Based on the preliminary site reconnaissance conducted in 2000, impacts to elderberry shrubs or valley elderberry longhorn beetle or special-status bats are not anticipated. In 2000 and 2010, numerous swallows nesting were observed under the bridge. The NES will identify mitigation to avoid and minimize impacts on swallows. If listed species are identified as part of detailed biological surveys, the County will be informed of the documentation needed to address potential impacts and will be sent a request for a change to this scope of work and associated cost estimate.

Biological Assessment

Two biological assessments (BA) will be prepared to initiate Section 7 consultation under the federal Endangered Species Act for impacts to listed fish species, wildlife, and designated critical habitat. The BA's will provide technical information and supporting analysis of project effects on listed species and designated critical habitat, including proposed avoidance and minimization measures. Each BA will be prepared following the template provided on the Caltrans SER web site and they will be submitted to NMFS and the USFWS by Caltrans after County and Caltrans approval of the documents. ICF will also be available to discuss the project's impacts and proposed mitigation with the agencies as needed.

Bio-Acoustic Evaluation

Potential impacts related to pile driving will likely be a primary concern for this project. Therefore, ICF will prepare a Bio-Acoustic Evaluation, which will assess underwater sound levels based on proposed pile installation materials, methods, and noise attenuation methods, if warranted. We assume that sufficient information will be supplied by the project design engineers to evaluate potential effects based on technical guidance, metrics, and interim thresholds currently recommended by Caltrans and NMFS to assess pile driving impacts on listed fish species. This information includes size, type, and location of piles (including sheet piles), as well as the proposed timing, duration, rate, and types of pile driving (impact versus vibratory). This scope of work includes one meeting with project engineers to collect pile driving data.

Wetland Delineation**Perform Delineation**

Our wetland biologist and soil scientist will conduct a field study to delineate waters of the United States that may be subject to regulation by the Corps under Section 404 of the CWA. Waters of the United States will be delineated using the routine on-site methods described in the Corps' 1987 Wetland Delineation Manual (Environmental Laboratory 1987). The manual provides technical guidelines and methods for using a three-parameter approach to determine whether areas supporting positive indicators of hydrophytic vegetation, hydric soils, and wetland hydrology are jurisdictional wetlands. "Other waters of the United States" (i.e., streams and/or drainages) will be identified based on an observable ordinary high water mark. Other waters of the United States are seasonal or perennial water bodies, including lakes, stream channels, drainages, ponds, and other surface water features, that exhibit an ordinary high water mark but lack positive indicators for one or two of the three wetland parameters (33 CFR 328.4).

The boundaries of wetlands and other waters of the United States will be delineated, mapped, and documented using the Sacramento District of the Corps's Revised Minimum Standards for Acceptance of Preliminary Wetlands Delineations (November 30, 2001). Each feature will be identified with an alphanumeric number (e.g. W-1), mapped on a base map, flagged, and noted on a resource table. Boundaries will be obtained using GPS receivers accurate to less than 1 meter. Detailed data for each jurisdictional and non-jurisdictional wetland and other water of the United States identified on the project site will be gathered and noted in the table, including a determination of whether the wetland is adjacent to a water of the United States or is an isolated wetland. This resource table will be provided in an appendix to the delineation report. Enough data will be gathered to allow determination of whether or not a feature would be considered jurisdictional by the Corps. As part of the delineation, the wetland biologists will also identify wetlands and waters that may not be considered jurisdictional by the Corps but would be considered waters of the State of California. The boundaries of the delineation will be the boundaries of the proposed project as provided to ICF by Nolte and Stanislaus County.

Prepare Delineation Report

After the delineation is complete, we will prepare a report that documents the methods used to delineate wetlands and other waters of the United States and the results of the field delineation. The report will be consistent with the methods and reporting standards acceptable to the Corps. All data forms, photographs, and tables will be provided as appendices to the report. We will prepare a draft wetland delineation report for review by the County and Caltrans. We will revise the report based on any comments they may have into a preliminary wetland delineation report suitable for submittal to the Corps.

Conduct a Field Verification with the Corps and Respond to Comments

Caltrans will submit the preliminary delineation report to the Corps, Sacramento District, for verification. This scope of work includes the hours necessary to have an ICF wetland biologist accompany a Corps representative on a field verification visit and then respond to comments from the Corps to obtain verification. We assume that comments will be minor and will require no more than four (4) hours to revise the report into a final version. If additional time is required, it will be requested under separate scope and budget.

Assumptions

The scope of work for preparation of the BA's and underwater noise assessment assumes that assessment of project impacts and mitigation requirements will be limited to a single preferred project. Analysis of additional alternatives may require an amendment to this scope of work. It is assumed that a quantitative fish passage assessment will not be necessary and an assessment is not included. The potential for temporary delays in fish passage during construction will be addressed qualitatively in the NES and BAs.

5.2.2-4 Community Impact Assessment

Based on our preliminary review of the project information and lack of substantial residential uses in the vicinity of the site, it is anticipated that a Community Impact Assessment (CIA) technical memorandum will be adequate for the proposed project. The CIA memorandum will be prepared in accordance with Caltrans Environmental Handbook Volume 4: Community Impact Assessment. An ICF environmental specialist will review existing planning documents and identify potential beneficial and adverse land use impacts of the proposed project.

Since the proposed project would result in conversion of agricultural land for non-agricultural uses, a land evaluation site assessment (LESA) will be prepared as recommended by District guidelines (an AD 1006 form will be submitted by Caltrans to the Natural Resources Conservation Service [NRCS]). Results of LESA will be presented in the CIA memorandum. The memorandum will include the following information:

- Community profile
- Overview of potential impacts
- Detailed analysis of impacts on farmlands A
- Avoidance, minimization, and mitigation measures (if any)

Data from the 2000 U.S. Census will be used to identify characteristics of populations within census block groups or tracts as appropriate traversed by or adjacent to the proposed project. Community profile will include information regarding local project area, City, County, and the State of California to help identify regional and local trends in regards to demographics. Any loss of revenue due to the project will be identified. Potential impacts during the construction phase due to diminished access and circulations will be analyzed and measures to address these impacts proposed, if required. This scope of work assumes one round of consolidated review and comment by Nolte/County and Caltrans. A relocation impact statement is not included in this scope of work, as no displacements are anticipated. If additional community impacts or agricultural resources technical documentation is required, or if additional rounds of review are required, they can be provided under separate scope and cost.

5.2.2-5 Cultural Resources Technical Reports

Cultural resource studies for this proposed project will be performed according to the guidelines and recommended procedures outlined in Caltrans' Guidance for Consultants in accordance with Section 106 of the National Historic Preservation Act (NHPA). All work required for this contract will be supervised by professionals that meet the standards established by the U.S. Secretary of the Interior for work in archaeology, history, and architectural history. This work will allow Caltrans to comply with Section 106 of the NHPA. Cultural resource work will consist of several tasks, including drafting an area of potential effect (APE), performing pre-field research and field reconnaissance, and preparing reports.

Prefield research will consist of conducting a records search at the Central California Information Center at California State University Stanislaus to collect information on previous historical and archaeological studies and site listings within a minimum of 0.5-mile radius of the project area. ICF also will initiate Native American consultation through the Native American Heritage Commission, and will contact the Caltrans archaeologist or Native American liaison for direction regarding additional consultation with native groups or individuals potentially interested in the project. ICF will contact the Stanislaus County Planning Department, the County Historical Society and Museum, and knowledgeable local individuals and request information regarding the types of potential cultural resources in the study area.

A draft APE map for cultural resources will be prepared following the requirements of the Programmatic Agreement. ICF will prepare the map with mapping assistance from Nolte Associates and will submit the APE map to Caltrans for review and processing.

The APE for the project will be examined for archaeological and architectural resources. All archaeological resources will be documented on California Department of Parks and Recreation site record forms. It is assumed that no archaeological or historical resources other than buildings or structures will be identified in the APE and a maximum of two architectural resources more than 45 years of age will be identified. It is assumed that the architectural resources will not be eligible for listing and no further action will be required.

In accordance with Caltrans' SER guidance, ICF cultural resource specialists will prepare the appropriate technical reports for County and Caltrans review. We anticipate these to include an Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), and Historical Resources Evaluation Report (HRER).

5.2.2-6 Noise Study

ICF will prepare a noise technical memorandum summarizing the noise impact analysis. Noise will be evaluated under the requirements of 23CFR772, CEQA, and NEPA. A review of the project site conditions indicates that there is potentially one residence in the project area; however, based on these site conditions traffic noise impacts and consideration of noise abatement are not considered to be likely. This scope assumes that although the project is to be considered a Type 1 project as defined by 23 CFR 772.5(h); the project deliverable will be a technical memorandum (as advised by Caltrans) that includes the results of the screening procedure, construction noise analysis, and related conclusions. The screening procedure specified in the Caltrans Traffic Noise Analysis Protocol (Protocol) will be applied to the project. This scope of work assumes that no traffic noise impacts and consideration of noise abatement will be required. Construction noise will also be evaluated based on a list of potential construction equipment and timing/duration of their use provided by Nolte. If a complete Noise Study Report is required by Caltrans, a request for modification to this scope of work and cost estimate will be submitted.

5.2.2-7 Visual Impact Assessment – Technical Memorandum

A visual assessment technical memorandum will be prepared under the direction of a licensed Landscape Architect and based on FHWA's Visual Impact Assessment for Highway Projects. An ICF environmental specialist will conduct a background review and site visit of the project area to identify any scenic resources in the project area and any adverse visual impacts that might be introduced by the project. This will be coordinated with Nolte and the County to review the proposed project/features in the field. This information will be documented in a technical memorandum for

Caltrans and in the environmental document(s). The technical memorandum will include a description of the project setting, the proposed project, viewer groups, project effects, and mitigation, if necessary. This scope of work assumes one round of consolidated review and comment by Nolte/County and Caltrans.

ICF's scope of work does not include preparation of a visual impact assessment (VIA) report, photos, or computer-generated visual simulations. If it is determined that a VIA report, additional technical documentation, or additional rounds of review are required, they can be provided under separate scope and cost.

5.2.2-8 Water Quality Study

The Water Quality Study will be based on an early coordination meeting with Stanislaus County and Caltrans staff as recommended in the Local Assistance Procedures Manual. The water quality analysis will focus mainly on short-term construction effects on water quality in the San Joaquin River. These potential effects will be qualitatively evaluated by assessing changes in turbidity and suspended solids loads and the potential for hazardous materials spills (i.e., fuels, oils, solvents) in the construction area. The mitigation measures will be closely coordinated with the development of construction documents.

5.2.2-9 CEQA/NEPA Compliance

Initial Study/Mitigated Negative Declaration

After completion of the technical reports, including the additional technical reports identified in this 2010 revised scope, ICF will prepare an initial study/mitigated negative declaration (IS/MND). The IS/MND will include the detailed project description and an initial study checklist. Information documented in the technical reports will be used to prepare the IS/MND. Additional information needed to prepare the remaining checklist sections will be collected. All applicable mitigation measures identified in the technical reports and applicable to the CEQA analysis will be included in the IS/MND. A PDF copy of the administrative draft IS/MND will be published for County review. After consolidated written comments are received from Nolte and the County, we will prepare a public draft IS/MND and publish four (4) copies for the County to duplicate and distribute. A PDF copy suitable to use for additional copies will also be provided. ICF will attend one public hearing/meeting to present the findings of the document to either the planning commission or board of supervisors. ICF's scope of work assumes that comments from the public or agencies on the IS/MND will not require new analyses. ICF's scope also assumes that public notices, the mitigation monitoring plan, and other final CEQA documentation will be prepared by the County.

Categorical Exclusion

ICF will assist Caltrans in the completion of the Categorical Exclusion determination form. This assistance may include documenting mitigation commitments, summarizing conclusions of technical studies, and documenting applicable permit effective dates.

Task 5.3 Initial Site Assessment (ISA) and Lead - Asbestos Survey

Task 5.3.1 Initial Site Assessment

As part of the project, BASELINE Environmental Consulting (BASELINE) will be a sub consultant to ICF, in order to prepare an initial site assessment (ISA) and Lead-Asbestos Survey.

5.3.1-1 Initial Site Assessment

BASELINE will complete an ISA to evaluate potential risks associated with hazardous materials, hazardous waste, and contamination at the Project that could potentially affect proposed construction activities and/or operations, in accordance with guidance from Chapter 10 of the Caltrans Standard Environmental Reference (SER). As prescribed by the SER, tasks described below will be conducted in accordance with the American Society for Testing and Materials (ASTM) Standard E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard).

5.3.1-2 Regulatory Agency and Other Records Review

BASELINE will review existing records that will help identify recognized site conditions in connection with the project site. These records include federal and state regulatory agency lists and tribal records of hazardous waste generators, leaking underground storage tanks (USTs), landfills, military reservations, contaminated surface waters, and Superfund sites. These lists, as well as reasonably ascertainable existing documentation as cited below, will be reviewed to assess whether there were prior investigations or events and conditions, or institutional or engineering controls on the property and in the immediate vicinity, relating to spills, discharges, or other activities resulting in contamination or presence of hazardous substances and petroleum products. BASELINE will contract with an environmental database service to provide standard environmental record sources, which include published lists of regulatory agency investigations and/or enforcement actions, for facilities listed within the following distances of the project site, as designated in the ASTM Standard:

Federal:

- National Priorities List (NPL) within a 1-mile radius
- Resource Conservation and Recovery Act (RCRA) Corrective Actions Facilities (CORRACTS) List within a 1-mile radius
- Delisted NPL within a ½-mile radius
- Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) List within a ½-mile radius
- CERCLIS No Further Remedial Action Planned (NFRAP) List within a ½-mile radius
- RCRA non-CORRACTS Transportation, Storage and Disposal Facilities (TSD) List within a ½-mile radius
- RCRA Generator List for the project site and adjoining properties
- Institutional control/engineering control registries for the project site
- Emergency Response Notification System (ERNS) List for the project site and adjoining properties.

State/Tribal:

- NPL-equivalent lists of hazardous waste sites identified for investigation or remediation within a 1-mile radius
- CERCLIS-equivalent lists of hazardous waste sites identified for investigation or remediation within a 1/2-mile radius
- Landfill and/or solid waste disposal site lists within a 1/2-mile radius
- Leaking UST (LUST) lists within a 1/2-mile radius
- Voluntary cleanup sites within a 1/2-mile radius
- Brownfield sites within a 1/2-mile radius
- Registered UST lists for the project site and adjoining properties
- Institutional control/engineering control registries for the project site

In addition, records from the database service will be evaluated for environmental cleanup liens and activity and use liens (AULs) against the property that are filed or recorded under federal, state, tribal, or local laws.

BASELINE will enhance and supplement the standard environmental record sources with local and/or additional state or tribal records when, in their judgment, such additional records are readily ascertainable, sufficiently useful, accurate, and complete in light of the record review objective. Search distances for local records are generally not less than those specified for the equivalent federal and state record sources. Such types of records may include:

- Brownfields lists
- Lists of landfill/solid waste disposal sites
- Lists of hazardous waste/contaminated sites
- Lists of registered storage tanks
- Land records, for activity and use limitations
- Records of emergency release reports
- Records of contaminated water wells (e.g. public, domestic, agricultural, etc.).

Sources of such records may include the local department of health/environmental division, fire department, planning department, building permit/inspection department, local regional air pollution control agency, local/regional water control agency, and local utilities or public works departments.

5.3.1-3 Physical Setting Review

The physical setting review is required by the ASTM Standard to include a current United States Geological Survey (USGS) 7.5 Minute Topographic Map. The review may also include discretionary physical setting sources, e.g. for geologic and hydrogeologic information. This information may provide insight to the significance of off-site sources of contamination in relation to the Site. Where discretionary hydrogeologic information is available and reviewed, BASELINE will estimate the regional direction of groundwater flow and discuss how this might affect the potential for identified offsite sources of contamination to impact the project site.

Specific sources of physical setting information may include:

- United States Geological Survey reports and maps
- Information provided by public agencies (e.g., state department of water resources, local flood control district, local or county water agency)
- Information from previous BASELINE experience in the area
- Information provided by Stanislaus County (e.g., previous investigation or soils reports).

5.3.1-4 Historical Land Use Review

BASELINE will research historical information sources to develop a history of general types of previous uses of the project site and surrounding area (e.g., office, retail, residential, industrial, and manufacturing). Obvious uses of the project site will be identified from the present back to the project site's first developed use, or back to 1940, whichever is earlier. The review will include as many standard historical sources as are necessary and both reasonably ascertainable and likely to be useful. For the purpose of this review, "developed use" includes agricultural use and placement of fill dirt. The review will include documentation of gaps in the history of use. BASELINE notes that review of standard historical sources at less than approximately 5-year intervals is not required by the ASTM Standard, and if the specific use of the property appears unchanged over a period longer than 5 years, research of the use during that period is not required.

One or more of the following standard historical sources may be used, if readily available, to research the Site history:

- Aerial photographs
- USGS topographic maps
- Fire insurance maps (e.g., The Sanborn Library, LLC Fire Insurance Maps)
- Local street directories
- Property tax files
- Recorded land title records
- Building department records
- Zoning/land use records

5.3.1-5 Site Visit

BASELINE will perform a walking reconnaissance of the project site and associated structures to observe the property and evidence of past use as well as current use with the unaided eye or use of binoculars, and thereby obtain information indicating the likelihood of identifying Recognized Environmental Conditions (RECs), as defined by the ASTM Standard, in connection with the project site. The project site property and structures located on the project site will be observed to the extent not obstructed by dense vegetation, bodies of water or other physical obstacles. If site access is not available, the periphery of the project site will be viewed from all adjacent public thoroughfares. If roads or paths with no apparent outlet are observed on the project site, the potential for use of the road or path as an avenue for disposal of hazardous substances or petroleum products will be evaluated. Accessible common areas of the interior of commercial structures on the projects site (e.g., lobbies, hallways, utility rooms, recreation areas, etc.), maintenance and repair areas including boiler rooms, and a representative sample of occupied tenant spaces will be observed. Uses and environmental conditions will be noted and will be the subject of questions asked as part of interviews of owners, operators, and occupants as discussed later in this proposal.

The following will be noted during the Site visit:

- Geologic, hydrogeologic, hydrologic, and topographic conditions of the project site
- General description of structures or other improvements, including means of heating and cooling and fuel source
- Public thoroughfares adjoining the project site and roads, streets, and parking facilities on the project site
- Current use(s) of the project site, especially with respect to use, treatment, storage, disposal, or generation of hazardous substances or petroleum products
- Past use(s) of the project site and adjoining properties to the extent that past uses are visible (e.g., a structure or signs indicating a past use), especially with respect to use, treatment, storage, disposal, or generation of hazardous substances or petroleum products
- Obvious location(s) of suspected past and present chemical storage, application, use, and disposal areas
- Obvious location(s) of above-ground and USTs, drums, pipelines, wells, transformers and other electrical equipment or hydraulic equipment suspected to contain PCBs.
- Any pertinent information that the Client has or can obtain regarding as-built drawings, on other similar documents, for underground tanks, or other structures, is requested to be made available for use by BASELINE prior to completion of the ISA report
- Obvious environmental concerns as noted in the prior review of the aerial photography or other historical sources

Source of potable water supply; sewage disposal system (and septic systems, to the extent visually observed); and project site conditions will be photographically documented at the time of the site visit.

5.3.1-6 Vicinity Survey

BASELINE will perform an off-site reconnaissance of immediately adjoining properties to observe the properties' current use and past use(s) to the extent that past uses are apparent. This survey will be performed to note facilities that have an obvious potential to affect the environmental conditions at the project site (e.g. surface water drainage onto the subject Site).

5.3.1-7 Interviews

BASELINE will interview past and present owners and occupants, with the objective of obtaining information indicating RECs in connection with the project site. The interviews will include a "Key Site Manager," a person with good knowledge of the uses and physical characteristics of the property. Stanislaus County will be responsible for supplying the contact information, including name and telephone number, of the Key Site Manager.

In addition, the ASTM Standard requires that prior to the site visit; the property owner, Key Site Manager, and User are to be asked if they know whether there are any of the 14 specified "helpful documents". Documents, which will be requested include prior reports, permits, registrations, Material Safety Data Sheets, Hazardous Materials Business Plans, other regulatory reports, hydrogeologic and geotechnical reports, government notifications, risk assessments, and recorded AULs.

A reasonable attempt will be made to interview a reasonable number of site occupants. Interviews with a past owner, operator, or occupant will be performed to the extent that they have been identified and

that the information likely to be obtained is not duplicative of information already obtained from other sources. Interview questions may be asked in person, by telephone, or in writing.

Also, if the property is abandoned and there is evidence of potential unauthorized uses or uncontrolled access, then interviews will be conducted with owners and occupants of neighboring and nearby properties. Stanislaus County will be responsible for contacting neighboring property owners, if these conditions exist. BASELINE will attempt to interview the neighboring landowners once the names and telephone numbers have been provided. If the names are not provided BASELINE will comment on the significance of the "data gap" relative to the ability to identify environmental conditions indicating a release or threatened release.

Stanislaus County will be asked to provide BASELINE with information regarding the approximate right of way purchase price relative to its fair market value. This standard does not require that a real estate appraisal be obtained to ascertain fair market value. If this information is not provided, we will comment on the significance of the "data gap" relative to the ability to identify environmental conditions indicating a release or threatened release.

BASELINE will also make a reasonable attempt to interview at least one staff member of a local agency such as the fire protection district or Stanislaus County Environmental Resources Department that may have information regarding hazardous materials issues at or near the property.

5.3.1-8 Final Report Findings

BASELINE will provide a final report that will include an evaluation of the information obtained from the ISA. The report will identify the environmental professional who performed the ISA and the person(s) who conducted the project site reconnaissance and interviews. The report will include illustrations and pertinent regulatory agency documentation regarding the project site. The report will discuss findings, conclusions, and recommendations. Additionally, the ASTM Standard mandates that the report identify and discuss "data gaps" in the records, including "data failures." Should there be gaps in the project site history timeline and occupants for the project site, the report is required to list sources consulted to address such data gaps and comment upon the significance of such data gaps with regard to the ability to identify conditions indicative of releases and threatened releases of hazardous substances on, at, in, or to the project site. The ASTM Standard also requires that the Environmental Professional provide a written report with an opinion regarding additional appropriate investigation that may be necessary, if any. The opinion will be provided in the circumstance when greater certainty is required concerning the identified RECs.

If the ISA reveals evidence of areas of concern, BASELINE will present recommendations in the ISA report, and discuss these with Stanislaus County to outline a possible Preliminary Site Investigation (PSI) scope of services. A PSI is currently not included in our teams proposed scope of services.

Task 5.3.2 Asbestos Survey / Lead Paint Survey

SCA Environmental Inc. (SCA), under subcontract to BASELINE, will complete a pre-demolition inventory of asbestos-containing materials and lead-based paint at the Project site which could require control/abatement procedures

5.3.2-1 Asbestos Survey

A California Department of Occupational Safety and Health (DOSH) Certified Asbestos Consultant or Site Surveillance Technician will conduct an Asbestos Survey of the existing bridge structure in accordance with EPA regulations. The asbestos survey includes collecting representative bulk samples of suspected asbestos containing materials, laboratory analysis, and a report of findings with scaled diagrams showing the location and area estimates of materials that contain asbestos. It is our understanding that the bridge is scheduled for demolition at a future date. As the Project will disturb the soil, asbestos content in soils in the vicinity of the bridge structure will also be analyzed.

Collection of bulk samples requires the removal of small quantities of building materials. SCA estimates collection of eight samples for asbestos analysis; five samples of building materials and three samples of surface soils. The samples will be analyzed for asbestos content by Polarized Light Microscopy (PLM) analysis. The potential exists for the concrete buttresses to have Transite drain pipes. Also, the buttress section may have expansion joints filled with a non-friable ACM sheeting/board. In the event that the Transite and expansion joint materials are not accessible for sampling, they will be listed as assumed positive materials.

5.3.2-2 Lead Paint Survey

A California Department of Health Services Certified Lead Inspector/Assessor will conduct a Lead Containing Paint Survey of the existing bridge structure in accordance with US Housing and Urban Development regulations as a guideline. The survey includes collecting representative paint chip samples of suspected lead containing surface coatings associated with the structure, laboratory analysis, and a report of findings with scaled diagrams showing the location and area estimates of surface coatings that contain lead.

Collection of paint chip samples requires the collection of small quantities of paint chips. SCA estimates collection of four paint chip samples during the survey for laboratory analysis of lead content. The paint chip samples will be analyzed by Flame Atomic Absorption Spectrometry (Flame AAS). The results of SCA's asbestos/lead paint survey will be presented as a separate report of findings.

Task 6 Hydrologic and Hydraulic Analysis

The first task to be performed by Nolte's hydraulic engineers will be to coordinate with Stanislaus County to obtain the hydraulic studies prepared by West Consultants and any recent of ongoing floodplain analysis by the State of California. To date, Nolte has not received West Consultants hydraulic studies.

West Consultants has performed extensive hydrologic studies for this river reach. Therefore, Nolte has assumed that additional hydrologic studies will not be required and have not been included in our scope of work. Any survey work that can be obtained from the State of California will be used to supplement the project survey. Recent hydraulic studies obtained from the State of California will also be reviewed and used as appropriate to perform the hydraulic modeling for the project.

Task 6.1 Establish Existing Conditions

Stream cross sections prepared by Nolte will be utilized to develop a hydraulic model of the stream in the vicinity of the bridge.

The San Joaquin River hydraulic model will be developed for use in the COE's HEC-RAS computer program with the flood discharge(s) determined in West Consultants study. The hydraulic model will be used to determine water surface elevations (WSEL) with the existing bridge geometry.

Task 6.2 Analyze Flooding Impacts for Alternative Bridge Designs

The alternative bridge replacement designs will be evaluated to estimate their potential impacts on existing flood conditions. This analysis will consider impacts of bridge piers, bridge deck configurations, and approach roadway vertical alignments.

Following the selection and approval of the recommended bridge replacement alternative, a detailed analysis of the hydraulic impacts (both positive and negative) of the selected design will be conducted. For this task, the hydraulic model will be used to determine the WSEL (for an objective release). This hydraulic analysis will be consistent with the requirements of the *Caltrans Highway Design Manual*, chapter 800, paragraph 821.3.

The hydraulic model will also provide flow velocities upstream, within, and downstream of the structure. These velocities will be used to assess the potential for scour at the bridge abutments and piers, and will also be used to design protective measures to minimize scour at these locations.

Task 6.3 Hydrologic and Hydraulic Analysis Report

Using the data obtained from the literature search, input provided by the regulatory agencies, and the results of the hydraulic analysis, Nolte will prepare a hydrologic and hydraulic report. This report will include the appropriate items identified in *Local Programs Manual*, section 08, exhibit 08-3, "Checklist for Drainage Studies and Reports."

The report will summarize the hydraulic capacity requirements and existing flow conditions. The summary will also include a plot of the floodplain on the map prepared from the project's topographic survey. This summary report will also include the hydraulic parameters for the design of the bridge cross section. The parameters will include flow velocity, scour potential, recommended scour protection, pier selection criteria, approach channel configuration, and design water surface elevation.

Task 6.4 Contract Plans

Nolte will summarize pertinent hydraulic and hydrologic data on the contract plans. The data will include the frequency, magnitude, and pertinent water surface elevations for the design flood, base flood, overtopping flood, and flood of record, *if available*.

Deliverables:

- Four copies of the Draft Hydraulic Design Report
- Four copies of the Final Hydraulic Design Report
- Pertinent hydraulic and hydrologic information will be incorporated on the final contract plans

Task 7 Preliminary Engineering and Type Selection

Nolte will plan, design, and coordinate the required preliminary engineering documents for the project. This task will include the preparation of the bridge replacement alternatives, and the development of a Bridge Type Selection Report. Three possible bridge replacement alternatives will be investigated for the Crows Landing Road Bridge. Nolte will utilize the existing topographic survey mapping we have prepared as well as the proposed road alignment we previously developed for the preferred road alignment, Alternative 1 as the base for the development of the bridge replacement alternatives. The vertical profile and horizontal alignment of each bridge alternative will be based upon the preliminary roadway geometries for Alternative 1. A General Plan Sheet and Caltrans Type Selection Forms will be prepared to convey each alternative. Accompanying each replacement alternative will be a narrative description addressing pertinent information about that alternative.

A preliminary planning study cost estimate for each of the two replacement alternatives will also be prepared. Costs will be preliminary and will be prepared in accordance with Caltrans Standard Planning Study Cost Estimating practices. This information will be summarized and included in the Bridge Type Selection Report. Upon the completion of the preliminary engineering, geotechnical investigation, and the completion of the preliminary hydraulic study, Nolte will submit a Bridge Type Selection Report for the three possible bridge replacement alternatives. The report will be prepared to include a General Plan Sheet for each of the bridge replacement alternatives, as well as a layout sheet showing preliminary plan and profile information of the preferred road alignment, Alternative 1. A General Plan Cost Estimate and a descriptive narrative detailing the alternatives, and their pros and cons, will also be included.

The report will be accompanied by the draft geotechnical report and a draft hydrologic and hydraulic report. Final PS&E structure plans will be prepared based on the selection of a preferred bridge alternative by the County and the approval of these documents. The draft document will be submitted for review and comment by Stanislaus County and will be revised for final submittal.

Deliverables:

- Four sets of the Draft Bridge Type Selection Report, which includes:
- Four sets of the Draft Geotechnical Report
- Four sets of the Draft Hydrologic and Hydraulic Reports
- Four sets of the Final Bridge Type Selection Report

Task 8 Right-of-Way Engineering Services

Right-of-way Engineering services for the project will include:

- Review Preliminary Title Reports (as provided by the County) for adjacent properties to be affected by the project
- Surveys necessary to determine existing right-of-way location in relation to existing improvements
- Right-of-way Plat Maps and Legal Descriptions for Needed Easements. A maximum of four easements have been included in the proposed budget.

Additional easements will be considered extra services.

Note: Right-of-Way Appraisal and Acquisition services are not a part of this proposal.

Deliverables:

- Two copies of signed Plat Maps and Legal Descriptions for each of the affected parcels.

Task 9 Utility Coordination

Nolte will provide utility coordination by contacting Stanislaus County, Pacific Gas & Electric Company, Pacific Bell, Turlock Irrigation District (TID), and Kinder Morgan to identify the locations of existing utilities and the requirements for planned utility relocations for this project. Coordination with the utilities will occur in three basic steps.

The first will be to send project limit drawings to all of the affected utility companies and request information related to location of the existing utilities. Then the existing utilities will be plotted on preliminary alignment drawings and resubmitted to the utility companies, for verification, review of required relocations, and for the determination of additional facilities that should be provided for future utility services. Finally, once the utility information has been incorporated into the plans, Nolte will resubmit the plans to the utility companies for final review and approval

Deliverables:

- Two sets of Project Limit Drawings to be submitted to each affected utility company
- Two sets of plans to be submitted to each affected utility for their final review

Task 10 Preliminary (30%) Bridge and Roadway Plans

Upon receipt of written documentation from Stanislaus County identifying the preferred bridge type for the project, Nolte will prepare a Preliminary Design for the selected alternative (one alternative).

The preliminary design will consist of the Bridge General Plan Sheet, Roadway, and Plan and Profile Sheets, and Construction Staging Plans. The plans will be prepared in English units and will provide enough data to convey a complete understanding of the project.

Deliverables:

- Four sets of Plan and Profile Sheets, Preliminary Staging Plans, and the Bridge General Plan Sheet (11"x 17")

Task 11 Preliminary (30%) Construction Cost Estimates

Nolte will prepare preliminary construction costs to accompany the Preliminary Bridge and Roadway Plans. The costs will be based on preliminary quantities of materials as determined during the Preliminary Engineering Design.

Costs will be estimated for approximate quantities of structural concrete, piles, excavation, backfill, bridge railing, traffic control system, roadway materials, and import borrow. Construction cost estimates will also include estimates for applicable utility relocations, temporary construction easements, and any right-of-way costs. The cost estimate spreadsheets will be developed using Microsoft Excel.

Deliverables:

- Four sets of preliminary construction cost estimates for the Preliminary Design.

Phase II - Final Design

Task 12 Final Plans and Special Provisions

After the environmental documents have been approved and acceptance has been given on the 30% Preliminary Plans, Nolte will begin the design work and preparation of the PS&E. This phase will include the development of the bridge and roadway plans which will be prepared in accordance with the Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. This phase will also include the preparation of Special Provisions to accompany the State of California Standard Specifications.

Task 12.1 Intermediate (65%) PS&E

The initial step of the final design phase will be the development of the intermediate (65%) submittal of the plans, special provisions, and estimate (PS&E). A detailed description of the design subtasks follow:

Task 12.1.1 Bridge Design

Nolte will prepare a full structural design on the selected bridge alternative identified in the Bridge Type Selection Report. The design will be conducted in accordance with:

- Caltrans Bridge Design Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria

A detailed description of Nolte's bridge design subtasks follows:

Superstructure Design - The superstructure will be designed to meet LRFD requirements specified by Caltrans. Vertical loads will include HL-93, Permit, and Alternative Vehicle live loads as well as prescribed dead loads. The seismic design will adhere to the requirements specified in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual. The analysis of the bridge superstructure will utilize the CT Bridge computer program for live loads, used by Caltrans. In conjunction with the design calculations, Nolte will prepare the Typical Section Sheet of the plans, the Deck Reinforcing Sheets, Girder Details, and Girder Layout Sheets.

Substructure Design - The support reactions from the superstructure will be used to design the substructure components. The substructure system will incorporate structure movement, drainage, structure approach, and seismic requirements. The substructure items will be designed in accordance with the Caltrans Bridge Design Specifications Manual for vertical loading and lateral loading. Nolte will prepare the Foundation Plan Sheets, the Abutment Plan and Details Sheets, and the Pier Detail Sheets for the structure in conjunction with the design calculations for the substructure.

Seismic Design - After member sizes have been determined during the Superstructure and Substructure designs, Nolte will analyze the bridge for seismic loading. Information that will be used to determine the design seismic loads includes the maximum ground acceleration, and depth to bedrock. This information is to be supplied by Parikh. Once Nolte has obtained the site parameters, this information will be coupled with the structural parameters of the bridge to determine seismic loads and reactions. Requirements in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers

Manual will be used to determine the loading. The Caltrans approved SAP2000 computer program will be used to distribute the loads to the components of the structure. This analysis will then be used to design the lateral load resisting system of the bridge

Task 12.1.2 Roadway Design

Nolte will refine the selected horizontal and vertical roadway alignment developed in our 30% submittal package. Nolte will design roadway cross sections and construction details as part of this task. Detailed earthwork calculations will be performed as well. Drainage systems and construction staging requirements also be developed.

Task 12.1.3 65% Plans and Special Provisions Preparation

Concurrently with the design efforts for your project, Nolte will prepare the 65% PS&E. This phase will include the development of the bridge and roadway plans, including roadway layout, drainage, signing and striping. These plans will be prepared in accordance with the Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. This task will also include the preparation of Special Provisions to accompany the State of California Standard Specifications. Environmental mitigation requirements, if required, will be incorporated into the development of these documents.

Plans -The plan sheets will be prepared in English units. Nolte intends to use AutoCAD Civil 3D. We will develop our drawing files using Stanislaus County's standard sheet format. We anticipate roadway layout plans to be at a scale of 1"=40' or 1"=20', and roadway construction details to be at a scale of 1"=10' unless otherwise requested by the County. Bridge plans will be at the required feet and inch scales.

Plans for all submittals will include the following:

- Title Sheet & Key Map
- Roadway Typical Cross Section Sheet
- Roadway Plan and Profile Sheets
- Construction Detail Sheets
- Temporary Erosion/Pollution Control Sheets
- Roadway Drainage Plan
- Utility Plan
- Signing and Striping Plan
- Bridge General Plan
- Bridge Foundation Plan
- Abutment Detail Sheets
- Bridge Typical Section Sheet
- Bridge Girder Layout Sheet
- Bridge Railing Plan
- Log of Test Borings Sheet

Special Provisions -Nolte will use the most current version of the Standard Special Provisions available from Caltrans, May 2006, and will revise the Standard Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word.

Task 12.1.4 Intermediate (65%) PS&E Submittal

Upon completion of this portion of work and after the environmental documents have been approved for your project, Nolte will submit for review and comment the 65% PS&E package.

Deliverables

- Four full-size (22x34) sets of 65 Percent Plans
- Four sets of half-size (11x17) 65% Plans
- Four sets of annotated 65% Draft Technical Special Provision
- Four copies of the 65% Construction Cost Estimate
- “Red Line” set of plan with County review comments on the Preliminary (30%) Submittal

Task 12.2 Response to Review Comments/ 95% PS&E Submittal***Task 12.2.1 Response to Review Comments / 95% PS&E Revisions***

Upon receipt of the County, State, and other review agency comments, revisions will be made to the Plans, Specifications and Special Provisions in preparation for the 95 percent submittal package. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions. The project Special Provisions will be also finalized in Caltrans' standard format for inclusion in the Bid Documents along with the boilerplate portion provided by Stanislaus County.

Task 12.2.2 95% PS&E Submittal

A complete set of checked Plans, Specifications, and Construction Cost Estimate will be submitted to San Benito County and Caltrans for final review and approval.

Deliverables

The 95% submittal will include items listed below:

- Four sets of full size blue line 95 percent plans (22"x34")
- Four sets of half size 95 percent plans
- Four sets of annotated Special Provisions
- Four copies of the Construction Cost Estimate
- Four sets of the Final Foundation Report with Log of Test Borings
- Four sets of the Final Hydrologic and Hydraulic Report
- “Red lined” set of plans with County review comments on the 65% submittal

Task 13 Final PS&E Submittal

Design comments on the 95 percent PS&E submittal made by San Benito County and Caltrans will be incorporated into the Final Plans Special Provisions and Estimates, as appropriate.

The final PS&E will include the following items:

- Checked Structural Bridge Plans
- Final Roadway Plans
- Special Provisions for Construction
- Engineer's Estimate
- Resident Engineer's Files

The final drawings, special provisions, and estimates will be prepared in accordance with the Local Programs Manual and presented to Stanislaus County at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

Deliverables:

- One set of full size (24x36) Plans signed and stamped on Mylar
- One set of half size (11x17) Plans signed and stamped on Mylar
- One camera-ready set of Special Provisions, including San Benito County's Boiler Plate as provided by the County
- Four sets of Quantity Calculations
- Four sets of signed and stamped bridge calculations
- Compact Disk containing electronic files of the signed contract plans (Half and full size PDF files), special provisions (Microsoft Word), and estimate (Microsoft Excel)
- "Red lined" set of plans with County review comments on the 95% submittal

Task 14 Independent Design Check

At the 65% complete stage of the project, a comprehensive Quality Control Review of the Plans, Specifications, and Construction Cost Estimate will be performed by a senior staff member. In addition, an independent bridge design check will be conducted. The independent design check will be performed on the 65 percent plan set by an engineer not involved in the initial design of the project. It will consist of a thorough review of the Bridge Plans and Draft Special Provisions. The design checker for action or response will prepare a list of issues to be addressed by the designer and a set of independent check calculations.

Task 15 Construction Cost Estimate

A Marginal Estimate will be prepared as an estimate of probable construction cost for the project. This estimate will be based on quantity take-off calculation performed and checked by the designer and checker and unit cost information for each of the items listed. The unit cost data will be based on past relevant experience with similar projects; including any Stanislaus County construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.

Task 16 Traffic Control Plan

Nolte will develop a plan regarding the sequencing of the construction of the Crows Landing Road Bridge to minimize disruption to local traffic during construction. Traffic control for construction will consist of a traffic control plan. It will be developed to provide two travel lanes during construction at all times. The Construction Traffic Handling Plans will include temporary signing, striping, and temporary K-rail required during construction. This plan will be delivered with appropriate submittals identified in Tasks 12 and 13.

Task 17 Permitting

Throughout the Final Plans and Special Provisions Task, ICF will assist Nolte with the permitting for the Crows Landing Road Bridge project. Based on the draft PES form, we are assuming that a lease from the State Lands Commission (SLC) is not required for the project. Submitting a lease application can be added to the scope of work and estimated cost if the permit is determined to be necessary. The following efforts during the permitting process will be conducted.

Task 17.1 Section 404 Permit

Task 17.1.1 Section 404 Permit Application

Based on ICF's current understanding of the project, this scope assumes the project will qualify for nationwide permit authorization. The work effort will include preparation and submittal to the U.S. Army Corps of Engineers (Corps) of a Section 404 nationwide permit preconstruction notification package (PCN); preparation of a conceptual mitigation plan (below); and coordination with Stanislaus County and the Corps to assist with nationwide permit authorization. The PCN will include information regarding compliance with Section 401 of the CWA, the Endangered Species Act, and Section 106 of the National Historic Preservation Act. We will use research and studies done as part of preparation project studies and the tasks in the remainder of this scope of work to provide supporting documentation.

If it is determined by the Corps that an individual permit is needed for the project, a separate scope and cost estimate would be prepared for the additional work effort required.

Task 17.1.2 Prepare Conceptual Mitigation/Restoration Plan

Based on the delineation and an evaluation of the project effects, ICF's resource scientists will prepare a conceptual mitigation and restoration plan. The plan will describe the project's impacts on wetlands and other waters of the United States, and will describe habitat restoration, creation and /or enhancement measures to offset these impacts. These measures will be designed for implementation adjacent to the project site, if feasible. Additional effort outside this scope of work may be required if on-site mitigation is not feasible. The plan will also identify monitoring requirements. The mitigation plan will be submitted to Corps and CDFG as part of the Preconstruction Notification and the application for a streambed alteration agreement (see below). This plan will be suitable for soliciting agency input on the proposed mitigation.

A detailed mitigation plan, prepared according to the Corps Sacramento District guidelines, will be required prior to construction and is not part of this scope of work, nor is the mitigation design or mitigation performance monitoring that will need to be conducted after mitigation implementation. After the Corps approves the conceptual plan, a separate scope and cost estimate can be submitted for preparation of the detailed plan and mitigation design and performance monitoring.

17.2 Water Quality Certification

Section 401 of the CWA requires that the discharge of dredged or fill material into waters of the United States, including wetlands, does not violate state water quality standards. As required by Section 404, water quality certification must be obtained for permit compliance. In addition, the Porter-Cologne Water Quality Act regulates activities that could have an effect on the quality of waters in the State of California. A 401 Water Quality Certification issued by the Regional Water Quality Control Board (RWQCB) will constitute compliance with Porter-Cologne. This water quality certification is separate

from authorization under the National Pollutant Discharge Elimination System, which is not a part of this scope of work and will likely be requested by the construction contractor.

ICF will prepare the 401 application for review and signature by the County. Upon County authorization, we will submit the application to the Central Valley RWQCB. A certification fee, provided by the County, must be included in the package. The request for water quality certification is generally submitted at the same time as the PCN (above); however, the issuance of the Section 401 certification requires completing the CEQA process before certification is provided. As such, we assume that the IS/MND is sufficient to cover the Central Valley RWQCB action of issuing their water quality certification.

17.3 Streambed Alteration Agreement

A streambed alteration agreement, in compliance with California Fish and Game Code, is required when projects will substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake. ICF will prepare and submit an application package for a Streambed Alteration Agreement to the CDFG. The application package will describe the project features, construction period, construction methods, impacts on vegetation, fish, and wildlife, and the proposed mitigation/restoration plan (described above).

ICF will revise a draft version of the application once based on comments from the County. The County will be required to pay an application fee to CDFG. However, CDFG requires completing the CEQA process before the final streambed alteration agreement is issued. As such, we assume that the IS/MND will be sufficient to cover CDFG action of issuing the final agreement.

17.4 Assist with Coast Guard Bridge Permit

A Coast Guard permit is required to construct a new bridge or causeway or reconstruct or modify an existing bridge or causeway across navigable waters of the U.S. Nolte Associates will take the lead and ICF will assist Nolte Associates by providing the environmental documentation required for this permit. ICF assumes that the documentation needed will come from environmental studies and reports prepared for the project. No new figures, research, or fieldwork is included in this work effort.

17.5 Assist with Reclamation Board Encroachment Permit

Nolte will take the lead and ICF will assist Nolte with the preparation of an application for a Reclamation Board Encroachment Permit by completing the Environmental Assessment Questionnaire portion of the application (DWR Form 3615a, rev. Jan 2009). Of the 19 questions included in the questionnaire, questions 3, 4, 5, 17 and 19 may require that Nolte or the County provide information beyond what ICF has available. ICF assumes that the remaining questions can be sufficiently answered using environmental studies and reports prepared for the project. No new figures, research, or fieldwork is included in this work effort. ICF will provide one draft version of the questionnaire for Nolte and County review. ICF will revise the questionnaire based on comments received and will provide a final version for submission to the Reclamation Board with the remainder of the application package. Attached to the final questionnaire version will be copies of available environmental permits required to be included with the questionnaire.

17.6 Permitting Requirements for In-Water Geotechnical Borings

Concurrent with the proposed project being analyzed and documented in the tasks above, an ICF regulatory permitting specialist will assist Nolte in determining the permitting requirements for proposed in-water geotechnical borings in the San Joaquin River. The borings are needed to identify the appropriate design of the bridge footings. It is assumed two borings (one at each proposed footing) will be required. Effort will include RWQCB notification and inquiries with agencies including but not limited to: CDFG, United States Coast Guard, and the Corps, as necessary. Based on the regulatory permitting specialist's findings regarding what additional permitting requirements will need to be met prior to conducting the geotechnical borings, an additional request for a revised scope and budget may need to be submitted for consideration and approval.

Task 18 Construction Bid Assistance

Nolte will assist Stanislaus County during the pre-bid opening. If requested, we will suggest any pre-qualification criteria for the construction bidder. In addition, Nolte will prepare required addenda to be distributed to the bidders, and answer technical questions relative to the plans, special provisions, and quantity estimates.

Task19 Review Construction Submittals (NIC)

EXHIBIT C

CONSULTANT'S FEE SCHEDULE

**Crows Landing Road Bridge Replacement
Stanislaus County**

September 10, 2010

Fee Estimate

Task No.	Task	Total Fee Spent on Bridge Replacement Strategy Justification	Revised Total Project Fee July 2007	Original Contract Amount	2007 Additional Fee Requested	Proposed 2007 Total Fee	Fee Spent To Date 8-6-10	2010 Additional Fee Required	2010 Total Fee	Remaining Total Fee 8-6-10
PHASE I - Preliminary Engineering, NEPA/CEQA Documentation										
Phase / Task										
1	Project Management									
	Management and Review Meetings	\$ 20,294	\$ 81,724	\$ 18,790	\$ 62,934	\$ 81,724	\$ 37,141	\$ 30,000	\$ 111,724	\$ 74,583
	QA/QC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000
2	Existing Document Review / Review Existing Bridge	\$ 29	\$ 10,960	\$ 9,149	\$ 1,811	\$ 10,960	\$ 29	\$ -	\$ 10,960	\$ 10,931
3	Survey & Mapping									
	Aerial Photomapping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,160	\$ 6,160	\$ 6,160	\$ -
	Topographic Survey and Mapping	\$ 3,822	\$ 25,342	\$ 9,520	\$ 15,822	\$ 25,342	\$ 26,396	\$ 6,500	\$ 31,842	\$ 5,446
	San Joaquin River Topographic Survey And Mapping	\$ 16,005	\$ 23,545	\$ 2,900	\$ 20,645	\$ 23,545	\$ 4,025	\$ (5,000)	\$ 18,545	\$ 14,520
4	Geotechnical Investigation									
	Pre-drill Services	\$ -	\$ 4,400	\$ 9,350	\$ (4,950)	\$ 4,400	\$ -	\$ 1,468	\$ 5,868	\$ 5,868
	Clearing and Grading for Field Access(Task Deleted)	\$ -	\$ 16,500	\$ -	\$ 16,500	\$ 16,500	\$ -	\$ (16,500)	\$ -	\$ -
	Field Exploration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Rotary Wash Borings	\$ -	\$ 82,500	\$ 51,150	\$ 31,350	\$ 82,500	\$ -	\$ 27,594	\$ 110,094	\$ 110,094
	Cone Penetrometer Test (CPT)	\$ -	\$ 6,600	\$ -	\$ 6,600	\$ 6,600	\$ -	\$ 1,540	\$ 8,140	\$ 8,140
	Lab Testing	\$ -	\$ 7,150	\$ 4,950	\$ 2,200	\$ 7,150	\$ -	\$ 6,809	\$ 13,959	\$ 13,959
	Geotechnical Report Preparation	\$ -	\$ 31,200	\$ 13,750	\$ 17,450	\$ 31,200	\$ -	\$ 1,360	\$ 32,560	\$ 32,560
5	Environmental Clearance Documents									
	Preinvestigation Services	\$ 7,963	\$ 18,690	\$ 12,804	\$ 5,886	\$ 18,690	\$ 17,618	\$ 7,458	\$ 26,148	\$ 6,530
	Environmental Technical Studies & CEQA / NEPA Documents	\$ 4,668	\$ 126,328	\$ 52,745	\$ 73,583	\$ 126,328	\$ 21,783	\$ 62,773	\$ 189,101	\$ 167,318
	Initial Site Assessment (ISA) & Lead - Asbestos Survey	\$ -	\$ 8,030	\$ -	\$ 8,030	\$ 8,030	\$ -	\$ 5,340	\$ 13,370	\$ 13,370
6	Hydrological and Hydraulic Analysis	\$ -	\$ 31,640	\$ 13,365	\$ 18,275	\$ 31,640	\$ -	\$ -	\$ 31,640	\$ 31,640
7	Preliminary Engineering and Type Selection									
	Extra Work Seismic Strategy Update (2007)	\$ 23,273	\$ 23,273	\$ -	\$ 23,273	\$ 23,273	\$ 23,273	\$ -	\$ 23,273	\$ -
	Additional Cost Estimate (2007)	\$ 6,116	\$ 6,116	\$ -	\$ 6,116	\$ 6,116	\$ 6,116	\$ -	\$ 6,116	\$ -
	Bridge Replacement Justification (2008 - 2009)	\$ 39,716	\$ 39,716	\$ -	\$ 39,716	\$ 39,716	\$ 41,684	\$ 1,968	\$ 41,684	\$ -
	Additional Geotechnical Investigations (2008-2009)	\$ 6,857	\$ 6,857	\$ -	\$ 6,857	\$ 6,857	\$ 6,857	\$ -	\$ 6,857	\$ -
	Preliminary Engineering Roadway	\$ 4,450	\$ 14,730	\$ 2,500	\$ 12,230	\$ 14,730	\$ 11,136	\$ -	\$ 14,730	\$ 3,594
	Preliminary Engineering Structural	\$ 13,562	\$ 36,462	\$ 14,710	\$ 21,752	\$ 36,462	\$ 27,185	\$ -	\$ 36,462	\$ 9,277
8	Right-of-Way Engineering Services	\$ 395	\$ 21,405	\$ 5,940	\$ 15,465	\$ 21,405	\$ 7,628	\$ 5,000	\$ 26,405	\$ 18,777
9	Utility Coordination	\$ 1,140	\$ 11,920	\$ 5,660	\$ 6,260	\$ 11,920	\$ 10,022	\$ 10,000	\$ 21,920	\$ 11,898
10	Preliminary (30%) Bridge and Roadway Plans									
	Roadway Plans	\$ 15,318	\$ 46,628	\$ 6,000	\$ 40,628	\$ 46,628	\$ 15,318	\$ 4,500	\$ 51,128	\$ 35,810
	Bridge Plans	\$ 900	\$ 13,820	\$ 8,825	\$ 4,995	\$ 13,820	\$ 1,165	\$ 5,000	\$ 18,820	\$ 17,655
11	Preliminary (30%) Construction Cost Estimates	\$ 2,324	\$ 15,144	\$ 5,325	\$ 9,819	\$ 15,144	\$ 2,324	\$ -	\$ 15,144	\$ 12,820
PHASE II - Final Design										
12	Final Plans and Special Provisions									
	Roadway Plans	\$ -	\$ 99,270	\$ 19,430	\$ 79,840	\$ 99,270	\$ -	\$ 16,250	\$ 115,520	\$ 115,520
	Bridge Plans	\$ -	\$ 114,145	\$ 40,060	\$ 74,085	\$ 114,145	\$ -	\$ 20,000	\$ 134,145	\$ 134,145
13	Final PS&E Submittal	\$ -	\$ 18,735	\$ 4,000	\$ 14,735	\$ 18,735	\$ -	\$ -	\$ 18,735	\$ 18,735
14	Independent Design Check	\$ -	\$ 25,960	\$ 21,580	\$ 4,380	\$ 25,960	\$ -	\$ 6,040	\$ 32,000	\$ 32,000
15	Construction Cost Estimate	\$ -	\$ 33,720	\$ 9,140	\$ 24,580	\$ 33,720	\$ -	\$ -	\$ 33,720	\$ 33,720
16	Traffic Control Plan	\$ -	\$ 11,360	\$ 4,430	\$ 6,930	\$ 11,360	\$ -	\$ 20,265	\$ 31,625	\$ 31,625
17	Permitting									
	Project Permitting (Nolle)	\$ -	\$ 5,200	\$ 5,200	\$ -	\$ 5,200	\$ -	\$ 5,000	\$ 10,200	\$ 10,200
	Project Permitting (ICF)	\$ -	\$ 28,282	\$ 16,157	\$ 12,125	\$ 28,282	\$ -	\$ 3,343	\$ 31,625	\$ 31,625
	Geotechnical Drilling Permit (ICF)	\$ -	\$ 14,080	\$ -	\$ 14,080	\$ 14,080	\$ -	\$ 920	\$ 15,000	\$ 15,000
	Geotechnical Drilling Biological Compliance Monitoring (Deleted)	\$ -	\$ 8,580	\$ -	\$ 8,580	\$ 8,580	\$ -	\$ (8,580)	\$ -	\$ -
18	Construction Bid Assistance	\$ -	\$ 12,540	\$ 5,625	\$ 6,915	\$ 12,540	\$ -	\$ -	\$ 12,540	\$ 12,540
19	Review Construction Submittals (NIC)	\$ -	\$ -	\$ 5,640	\$ (5,640)	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 166,832	\$ 1,082,553	\$ 378,695	\$ 703,857	\$ 1,082,552	\$ 265,660	\$ 245,208	\$ 1,327,760	\$ 1,061,900

Bridge Replacement Strategy Justification Fee :	\$ 166,832
Original Bridge Replacement Design Fee :	\$ 378,695
PA / ED And PS&E Fee :	\$ 1,160,928
Total Fee :	\$ 1,327,760
Additional Fee Request :	\$ 949,065

EXHIBIT D

PROJECT SCHEDULE

Crows Landing Road Bridge Over San Joaquin River Project Schedule

