

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

DEPT: Public Works

BOARD AGENDA # \*C-1

Urgent

Routine

AGENDA DATE December 16, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering Services to NCM Engineering Corporation of Gold River, California for the Project Approval & Environmental Document Phase of the Sperry Road at Interstate 5 Interchange Project in Stanislaus County

STAFF RECOMMENDATIONS:

1. Award a contract for All-Inclusive Engineering Services to NCM Engineering Corporation of Gold River, California for the Project Approval & Environmental Document (AP&ED) Phase of the Sperry Road at Interstate 5 Interchange Project in Stanislaus County.
2. Authorize the Director of Public Works to execute a contract with NCM Engineering in the amount of \$998,033.11.
3. Approve the Cooperative Agreement between the County of Stanislaus and the California State Department of Transportation for the Project Approval and Environmental Document Phase.
4. Authorize the Chairman of the Board to sign the Cooperative Agreement between the County of Stanislaus and the California Department of Transportation for the Project Approval and Environmental Phase.

FISCAL IMPACT:

At this time, \$998,033.11 is needed to fund the contract for All-Inclusive Engineering and Project Delivery Services with NCM Engineering. On October 15, 2013, a contribution agreement with the City of Patterson was executed to define the roles and responsibilities between the two agencies. Per the agreement, the City of Patterson is to contribute 70%, not to exceed \$700,000 of the funds for this phase, while the County is to contribute 30%, not to exceed \$300,000. The County's contribution will come from Diablo Grande Mitigation Fees that have been collected through the development of the Diablo Grande Subdivision, within the Road Trust Fund. Public Works' staff time to administer the contract will be funded through the Department's budget.

BOARD ACTION AS FOLLOWS:

No. 2014-637

On motion of Supervisor Withrow, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

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

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for All-Inclusive Engineering Services to NCM Engineering Corporation of Gold River, California for the Project Approval & Environmental Document Phase of the Sperry Road at Interstate 5 Interchange Project in Stanislaus County

**DISCUSSION:**

Project Background

The purpose of the Sperry Road Interchange project is to increase the traffic operations and safety, while reducing vehicular congestion and emissions at the interchange at Sperry Road and Interstate 5 (I-5). This is the PA&ED phase of the project and will finalize the environmental documents necessary to design and construct the new infrastructure.

With continued industrial and commercial growth in the City of Patterson, and private residential growth in the Diablo Grande community in the hills of the Pacific Coast Range, the future traffic demand along the Sperry Road Corridor will require increased capacity at this local interchange connection with I-5. Upon approval of the Diablo Grande Community, mitigation measures were adopted in the form of traffic impact fees for future traffic operations projects.

In July 2002, a Project Study Report was developed for this location and alternatives were proposed and recommended for further study. In October 2006, a supplemental Project Study Report was prepared narrowing the project alternatives. The PA&ED effort will build upon these Project Study Reports.

On October 15, 2013, a contribution agreement with the City of Patterson was executed to define the roles and responsibilities between the two agencies. The purpose of the Contribution Agreement for the PA&ED phase of the Sperry Road Interchange project is to facilitate cooperation between the City of Patterson and the County for the PA&ED phase of the Sperry Road Interchange Project at Interstate 5. The County will be the lead agency on the project.

As lead agency, the County will facilitate all administrative tasks as well as oversee the consultant's development of the project. This includes solicitation of proposals for the work to be done on the PA&ED phase. County Public Works' staff will act as the Project Manager on this project. The City of Patterson will participate as a partner in project development, but will not be directly involved in the administration of the contracts.

Contract Award

On August 29, 2014, five proposals were submitted for review by various consulting firms. Public Works staff, in conjunction with Caltrans staff and City of Patterson staff reviewed the proposals and selected NCM Engineering Corporation of Gold River, California as the most qualified consultant based on the results of the following evaluation criteria:

- Understanding of the work to be performed;
- Experience with similar projects;
- Qualifications and availability of staff;
- Familiarity with State and Federal procedures;
- Demonstrated technical ability; and
- Demonstration of professional and financial responsibility.

All proposals were evaluated based on qualifications only. Along with the proposal, consultant fees were submitted in a separate sealed fee envelope and were not part of the evaluation process. A sealed fee envelope was opened only for the most qualified proposal.

Approval to Award a Contract for All-Inclusive Engineering Services to NCM Engineering Corporation of Gold River, California for the Project Approval & Environmental Document Phase of the Sperry Road at Interstate 5 Interchange Project in Stanislaus County

The following is a list of consultants that submitted proposals:

- Dokken Engineering
- Mark Thomas & Company, Inc.
- NCM Engineering
- Quincy Engineering
- Rajappan & Meyer

Proposals were reviewed by staff from Stanislaus County Public Works, Caltrans, and the City of Patterson. Scores were combined and the following is the final ranking:

1. NCM Engineering
2. Rajappan & Meyer
3. Dokken Engineering
4. Mark Thomas & Company, Inc.
5. Quincy Engineering

NCM Engineering will be responsible for delivering all aspects of the project including, but not limited to:

- Alternative Development and Geometric Approvals
- Detailed engineer's estimate
- Department of Transportation coordination and approval
- California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Documentation.

This phase of the project will identify the type of interchange, any necessary structures and other improvements needed for capacity and operational improvements for both CEQA and NEPA final environmental approval. Patterson is collecting development fees for future phases of the project, including final design and construction.

Upon PA&ED phase closeout, the County and the City of Patterson will determine the next step for further development of the project, including funding sources for the right-of-way and construction phases of the project.

The proposal also includes two optional tasks, which are not included in the contract. The optional scopes are for a Bridge Feasibility Study for a fee of \$40,972 and the all-inclusive design engineering services in the amount of \$298,307.62 for the construction of improvements to mitigate the impacts of near term development. Once funding is identified, the Department will request approval from the Board of Supervisors to amend the contract for the additional scope of work.

Public Works staff recommends awarding a contract in the amount of \$998,033.11 to NCM Engineering of Gold River, California.

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### Cooperative Agreement

A Cooperative Agreement is required between Stanislaus County and the California Department of Transportation. The purpose of the agreement is to define the roles and responsibilities of each agency during the PA&ED phase of the project. This agreement does not require any funding.

Additional agreements, or amendments to this agreement will be required for future phases of the project. These agreements or amendments will be presented to the Board of Supervisors for approval when necessary.

Public Works staff recommends approving the Cooperative agreement with the California Department of Transportation.

### **POLICY ISSUES:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, Effective Partnerships and A Well Planned Infrastructure System by providing the Public Works Department with resources necessary to complete the PA&ED phase of the Sperry Road Interchange Project in cooperation with the City of Patterson and the California Department of Transportation.

### **STAFFING IMPACT:**

There are no staffing impacts associated with this item

### **CONTACT PERSON:**

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

### **ATTACHMENTS:**

1. Contract for All-Inclusive Engineering Services
2. Cooperative Agreement between Stanislaus County and California Department of Transportation

AM/dm

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**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into this 9th day of December, 2014, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and NCM Engineering Corporation, 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 agrees 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.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## 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 Ninety-Eight Thousand Thirty-Three and 11/100 Dollars (\$998,033.11)**. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each 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, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

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

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

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), 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 and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has 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) Ongoing 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 of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers 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. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") 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, (collectively, "losses") 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. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

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 and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days 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.

6.5. The foregoing provisions shall survive the term and termination of 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: Steve Mislinski, PE; Vice President
- b. Lead/Manager: n/a

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.

<p><b><u>If to County:</u></b>  Andrew Malizia,  Stanislaus County Public Works  1716 Morgan Road  Modesto, CA 95358</p> <p>Fax No.: (209) 541-2505  Phone No.: (209) 525-4126</p>	<p><b><u>If to Consultant:</u></b>  Steve Mislinski, PE, Vice President  NCM Engineering Corporation  111344 Coloma Road, Ste. 225  Gold River, CA 95670</p> <p>Fax No.: (916) 706-3528  Phone No.: (916) 706-1646</p>
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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, unless such disclosure is required by law.

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.

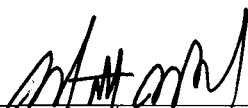
7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.


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**

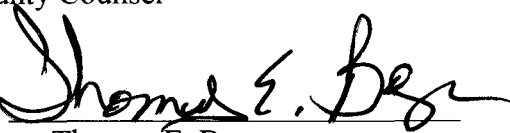
**NCM ENGINEERING CORPORATION**

By:   
Matt Machado, Director  
Department of Public Works

By:   
Steve Mislinski, PE  
Vice President

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel



**EXHIBIT A**  
**COUNTY'S REQUEST FOR PROPOSAL**



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE, LS**  
**Director, County Surveyor**

**Chris Brady, PE**  
**Deputy Director - Construction/Roads/Bridges**

**Colt Esenwein, PE**  
**Deputy Director - Engineering/Survey/Fleet**

**David Leamon, PE**  
**Deputy Director - Development/Traffic**

**Kathy Johnson**  
**Assistant Director - Finance/GIS/HR/Transit**

[www.stancounty.com/publicworks](http://www.stancounty.com/publicworks)

**STANISLAUS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS FOR**  
**SPERRY ROAD AT INTERSTATE 5 (I-5)**  
**INTERCHANGE PROJECT**  
**ALL-INCLUSIVE PA&ED SERVICES**

**County Project Number: 9456**

Invitation Date: **July 25, 2014**  
Questions Deadline: **5:00 PM, August 15, 2014**  
Last Addendum: **5:00 PM, August 19, 2014**  
Proposal Due Date: **5:00 PM, August 22, 2014**

Any questions regarding this RFP should be submitted in writing to Andrew Malizia at [andrew.malizia@stancounty.com](mailto:andrew.malizia@stancounty.com) or by fax at (209) 541-2509.

## **I. INTRODUCTION**

The Stanislaus County Public Works Department (County) is the lead agency for the Sperry Road at Interstate 5 Interchange Project and is soliciting qualified firms for All-Inclusive Environmental and Engineering (PA&ED) Services. The purpose of this Request for Proposals (RFP) is to select a consultant to prepare an Environmental Document, Project Report, and preliminary Plans and Estimates for the Interstate 5/Sperry Road Interchange in Stanislaus County. In addition to the PA&ED described, there will be additional optional tasks. These include a bridge feasibility study for the Sperry Road bridge over the California Aqueduct and the completed design for near term operational improvements that can be completed with a Caltrans encroachment permit.

The selection committee will evaluate all Technical Proposals submitted. The selection considerations for evaluating the proposal are included in this request following the “Proposal Requirements” section. The committee will interview the top three selected consultant teams based on qualification and understanding of work and will select the consultant deemed by the committee to be the most qualified and responsive. This Request for Proposals will follow the Caltrans One-Step RFP process as described in Chapter 10 of the Local Assistance Procedures Manual.

## **II. PROJECT DESCRIPTION**

The interchange project is located along Interstate 5 at Sperry Road and is a local gateway into the City of Patterson (City). Stanislaus County, in coordination with the City, seeks to improve the interchange at Interstate 5 to accommodate the impacts of industrial and commercial growth within the City.

Interstate 5 in the vicinity is currently a 4-lane freeway facility running generally north-south. Sperry Road is a 2 lane facility traversing east-west and crosses under Interstate 5. A Project Study Report (Appendix A) was completed in July 2002, and included 3 build alternatives along with a no build alternative. The alternatives included a roundabout and two configurations with signalized intersections.

The interchange project is listed as a Tier 1 Project in the Regional Transportation Plan (RTP). The project will require coordination with County Staff, City of Patterson Staff, and California Department of Transportation (Caltrans).

A PSR was completed in July 2002 and an updated Project Fact Sheet was completed in 2006 (Appendix B). Firms are encouraged to explore ways to utilize any existing data that could reduce cost and expedite the delivery of the project.

In 2013, an alternative analysis (Appendix C) was performed for the City of Patterson to investigate alternatives that could increase capacity and improve operations of the interchange to accommodate planned development. The alternatives were done at a programming level scale with large contingencies to determine which alternatives could

roughly fit within the Caltrans encroachment process, Permit Engineering Evaluation Report (PEER) process, and the Full Oversight process. The objective of the alternative development was to gain as much capacity in the near term as possible for the encroachment and PEER project alternatives, therefore a two-way left turn lane was not included as the addition of dedicated turn-lanes operated at an acceptable Level of Service for a longer period of time. Development of the Full Oversight Project alternative was limited to improvements that would avoid replacement of the undercrossing structures at I-5 and the aqueduct bridge on Sperry Avenue. Improvements to the aqueduct bridge were limited to widening (assumed retrofit).

Stanislaus County wishes to receive full environmental clearance for the project which will also include optional tasks:

- Feasibility study for bridge number 38C-0053 over the California Aqueduct
- 100% PS&E package of an encroachment permit project with a five to ten-year design life.

The main project improvement scope is expected to provide relief of existing congestion with a 20 year design life.

### **III. SCOPE OF SERVICES**

Services are anticipated to generally include, but not limited to, preparation of all technical and final environmental documents for the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), preliminary design, preparation of project report, and permit strategy report. See Attachment 1 – Scope of Services for detailed information about the requested services. Consultants shall include additional tasks and modify the scope of services provided as they see fit.

Firms invited to participate in the interview process shall use the latest Caltrans Work Breakdown Structure (WBS), conforming to Caltrans' *Workplan Standards Guide for the Delivery of Capital Projects*. Consultants shall allow adequate time in the schedule for all required Quality Peer reviews.

### **IV. SCHEDULE OF WORK**

It is anticipated to award a Consultant contract by October 28, 2014 and to have CEQA and NEPA documents finalized by May of 2017. Consultant shall propose a schedule based on their available resources and all tasks.

### **V. SCOPE AND FEE REQUIREMENTS**

Only that information specifically requested shall be submitted. If a Consultant recognizes a more efficient method of accomplishing specific tasks or items, the Consultant's fees shall reflect

the County's requested work, and the cost increase/savings for the more efficient method shall be noted separately. In order to be considered a responsive and responsible proposer, the following information shall be included with the scope and fee proposal:

- Detail Scope of Services;
- Organizational Chart;
- Schedule and deadlines in Microsoft Project 2010 format;
- Staffing Plan;
- Proposed Team – Complete for prime consultant and all key subconsultants;
- Key Personnel names and classifications – Key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff Resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- References;
- Fee Schedule provided in a separate, sealed envelope.

## **VI. MATERIALS FURNISHED BY COUNTY**

A copy of all previous project documents, including the I-5/Sperry Road Project Study Report, prepared and approved by Caltrans September 05, 2002, can be found at:

[www.modestoplanroom.com](http://www.modestoplanroom.com)

## **VII. LOCAL AGENCY RELATIONSHIP**

The I-5/Sperry Road Interchange is a project on the State Highway System and is within the boundaries of Stanislaus County, but is a direct gateway into the City of Patterson and as such, will be developed in close coordination with Caltrans District 10 and the City of Patterson. Design and construction of the project is funded through local development fees. Although all agencies will cooperatively work together in developing and constructing the project, the project will be implemented by a contract awarded and administered by Stanislaus County (COUNTY). COUNTY will be responsible for, and will be the sole point of contact for all contractual matters. The Consultant shall take direction only from COUNTY and shall regularly inform COUNTY of project progress and outstanding issues.

## **VIII. PROPOSAL REQUIREMENTS**

- A. The proposal shall not exceed 20 pages (or 10 double-sided pages), including a cover letter. Resumes are not included in the 20 page limit, but no more than one sheet per resume, except for the principals, which may not exceed 2 pages each and no more than 3 principals may be listed (i.e. Project Engineer, Engineer, Principal in charge). Any attachments/appendixes (such as Scope and Fee requirements from Section V and

supplemental questionnaire) will not be counted as part of the 20-page proposal limit. A digital copy of the proposal, in PDF format, shall be included with the original proposal.

- B. Detail Scope of Services may be attached as an appendix at the end of the proposal. Detail Scope of Services shall not show any fees. **The County has provided an anticipated scope of services as Attachment 1 – Scope of Services. The Scope of Services provided is a guideline to generally describe the work to be done. Consultant is to provide their own Detailed Scope of Services.**
- C. The objective of this request is to obtain a proposal from qualified consulting firms. The proposal should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in civil engineering design and the environmental sciences and the availability and commitment of the firm and its team. Elaborate or glossy proposals are neither expected nor desired.
- D. In its proposal to the County for doing all-inclusive (turnkey) consulting work for the Project, the consultant will provide County with an outline of all tasks, using Caltrans WBS, necessary to provide County with a final environmental documents. WBS outline will not be counted as part of the 20-page proposal limit.
- E. The proposal should contain a detailed scope of work that demonstrates the requisite knowledge and experience and addresses anticipated requirements. The proposal should include all required tasks, as either proposed or optional services. The proposal should describe the methodology to be used, specific work to be performed, outcomes and work products.
- F. The Consultant shall follow Caltrans Local Agency Procedure Manual (LAPM) for Federal Aid projects.
- G. **Risk Matrix:** As relevant studies are developed for this project, it is possible that discoveries might be made that would require the consultant to perform additional work for this project. Therefore, with this proposal, the consultant is to include a risk matrix that identifies potential risks and analyzes them as to cost, scope and schedule impacts. Risk Matrix will not be counted as part of the 20-page limit.
- H. **Supplemental Questions:** Consultants are to respond to the following supplemental questions. Responses are limited to 2 additional pages. Consultant may address the questions in the body of the proposal. No additional pages will be given to the 20 page proposal limit if included within the proposal. If addressed within the body, consultant should be clear that they are responses to the supplemental questions. Responses to these supplemental questions will be rated as part of the criteria of “Understanding of the work to be done” and “Capability of developing innovative or advanced techniques”.

- a. What are the biggest challenges your project team has identified on this project and how is your team prepared to deal with them? This may include coordination, environmental issues,
  - b. What cost saving opportunities has your project team identified?
  - c. Has your project team identified any opportunities to streamline the delivery of this project, and if so how?
- I. The Consultant must include in their proposal a preliminary engineering construction cost estimate for budgeting purposes for all anticipated proposed construction alternatives.

**J. DBE Requirements**

- a. The agency has established a DBE goal for this contract of **15.6%**
- b. Use attachment(s) 3, 4, 5, etc.

**K. Financial Management and Accounting System Requirements**

A consultant contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

A pre-award, risk-based audit may be required by Caltrans pursuant to Chapter 10.3 – A&E Consultant Audit and Review Process of the Local Assistance Procedures Manual. Consultant shall be prepared to provide the County all necessary documentation to complete a pre-award audit in a timely manner. In the event of a pre-award audit, the project award will be delayed approximately 45 days.

**IX. SELECTION PROCEDURE**

The County shall select the Consultant based on the following procedure:

1. Receive and evaluate technical proposals.
2. Develop final ranking of Consultants.
3. Notify Consultants of the results.
4. Interview top-ranked consultants (If necessary).
5. Negotiate Contract with top ranked Consultant.

If an agreement on the scope of services and compensation cannot be reached, negotiations with the top ranked Consultant will be closed, and negotiations with the next-highest ranked Consultant will be opened. The process is repeated until a contract is successfully negotiated.

## **X. PROPOSAL SUBMITTAL**

Only that information specifically requested shall be submitted. If a Consultant recognizes a more efficient method of accomplishing specific tasks or items, the Consultant's fees shall reflect the County's requested work, and the cost increase/savings for the more efficient method shall be noted separately. In order to be considered a responsive and responsible proposer, the following information shall be included with the scope and fee proposal:

- Detail Scope of Services
- Fee Schedule (IN A SEPARATE, SEALED ENVELOPE)
- Schedule and deadlines in Microsoft Project 2010 format
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm
- References

**If you wish to be considered for the I-5/Sperry Road Interchange project, submit your proposal to this office by 5:00 p.m., on August 22, 2014 to:**

Andrew Malizia, PE  
Associate Civil Engineer  
Stanislaus County Department of Public Works  
1716 Morgan Road  
Modesto, CA 95358

or by email [andrew.malizia@stancounty.com](mailto:andrew.malizia@stancounty.com)

Three hard copies of proposal must be submitted to the County. Also, provide an electronic copy of your proposal (not including contents inside sealed Fee Schedule envelope) in PDF format. Include with the proposal, in a **SEPARATE, SEALED ENVELOPE**, your fee proposal. The fee proposal must separate the project into functional tasks (Project Management, Environmental, ROW, Traffic, etc.), and provide the associated fees (not to exceed amount) that define the work to be accomplished. The fee proposal shall include hourly rates for staff and unit prices for various tasks for this project. Sub-consultant fees must be clearly indicated (if applicable).

The successful firm shall be required to enter into a Professional Design Services Agreement with Stanislaus County for the work to be performed. A sample Professional Design Services Agreement is included with this Request for Proposal. The consultant shall state in the submitted proposal that the firm has reviewed the Sample Professional Design Services Agreement, will meet all of the terms and conditions if selected by the County for the requested services, and be able to sign agreement as-is with no changes.

The proposals will be evaluated, at a minimum, based on the criteria outlined in Exhibit 10-B Suggested Evaluation Sheet - Attachment 8.



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

A copy of this Request for Proposals is available for viewing and download on the Modesto Reprographics website at [www.modestoplanroom.com](http://www.modestoplanroom.com). Please contact Modesto Reprographics at (209) 544-2400 for assistance using the website if needed.

All questions regarding this request must be submitted in writing. Questions shall be submitted to Andrew Malizia at [andrew.malizia@stancounty.com](mailto:andrew.malizia@stancounty.com) or fax to (209) 541-2509.

#### ATTACHMENTS

- 1) Scope of Services
- 2) Sample Fee Proposal
- 3) Exhibit 10-I - Notice to Proposers DBE Information - Update form
- 4) Exhibit 10-J - Standard Agreement for Sub-Consultants/DBE Participation
- 5) Exhibit 10-O1 - Local Agency Consultant DBE commitment - Required to be submitted with proposal
- 6) Exhibit 10-O2 - Local Agency Consultant DBE Information - Required to be submitted with proposal
- 7) Sample Design Services Agreement
- 8) Exhibit 10-B - Suggested Evaluation Sheet
- 9) Exhibit 10-K - Required to be submitted with proposal
- 10) Exhibit 10-F

**EXAMPLE**

**Scope of Services**

**By and between**

**Stanislaus County**

**And**

**TBD**

**For**

**ENGINEERING AND ENVIRONMENTAL SERVICES**

**Interstate 5 at Sperry Road Interchange**

**Stanislaus County, California**

## **SCOPE OF SERVICES**

### **OVERVIEW**

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Stanislaus County will utilize the services of CONSULTANT to prepare the Environmental Document, Project Report, and Preliminary Design and Estimates for the Interstate 5 (I-5)/Sperry Road Interchange in Stanislaus County, CA.

Coordination between COUNTY, CONSULTANT, and other local agencies will be accomplished through the COUNTY Project Manager or his designee and designated representatives from the local agencies. The COUNTY Project Manager for this contract is Andrew Malizia, Associate Civil Engineer.

CONSULTANT shall be required to perform all professional and technical services necessary to prepare the final environmental document.

### **PROJECT LOCATION AND DESCRIPTION**

The interchange project is located along Interstate 5 at Sperry Road and is a local gateway into the City of Patterson (City). Stanislaus County, in coordination with the City, seeks to improve the interchange at Interstate 5 to accommodate the impacts of industrial and commercial growth within the City.

Interstate 5 in the vicinity is currently a 4-lane freeway facility running generally north-south. Sperry Road is a 2 lane facility traversing east-west and crosses under Interstate 5. A Project Study Report (Appendix A) was completed in July 2002, and included 3 build alternatives along with a no build alternative. The alternatives included a roundabout and two configurations with signalized intersections.

The interchange project is listed as a Tier 1 Project in the Regional Transportation Plan (RTP). The project will require coordination with County Staff, City of Patterson Staff, and California Department of Transportation (Caltrans).

A PSR was completed in July 2002 and an updated Project Fact Sheet was completed in 2006 (Appendix B). Firms are encouraged to explore ways to utilize any existing data that could reduce cost and expedite the delivery of the project.

In 2013, an alternative analysis (Appendix C) was performed for the City of Patterson to investigate alternatives that could increase capacity and improve operations of the interchange to accommodate planned development. The alternatives were done at a programming level scale with large contingencies to determine which alternatives could roughly fit within the Caltrans encroachment process, Permit Engineering Evaluation

Report (PEER) process, and the Full Oversight process. The objective of the alternative development was to gain as much capacity in the near term as possible for the encroachment and PEER project alternatives, therefore a two-way left turn lane was not included as the addition of dedicated turn-lanes operated at an acceptable Level of Service for a longer period of time. Development of the Full Oversight Project alternative was limited to improvements that would avoid replacement of the undercrossing structures at I-5 and the aqueduct bridge on Sperry Avenue. Improvements to the aqueduct bridge were limited to widening (assumed retrofit).

Stanislaus County wishes to receive full environmental clearance for the project which will also include an optional task for a feasibility study for bridge number 38C-0053 over the California Aqueduct, and another task for 100% PS&E of an encroachment permit project with a five to ten-year design life. The main project improvement scope is expected to provide relief of existing congestion with a 20 year design life.

## **APPLICABLE STANDARDS**

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All documents shall be prepared in accordance with current Caltrans and Stanislaus County regulations, policies, procedures, manuals, and standards. Additionally, Consultants shall allow adequate time in the schedule for all required Quality peer reviews.

## **SERVICES PERFORMED BY CONSULTANT**

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CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the project.

## **GENERAL DESCRIPTION OF REQUIRED SERVICES**

- A. CONSULTANT shall carry out the directions as received only from COUNTY's Project Manager or designee. In addition, CONSULTANT shall cooperate with other agencies, and other CONSULTANTS providing services for this project and for adjacent projects, as necessary.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify COUNTY's Project Manager of these concerns, together with reasons there for.
- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by

CONSULTANT for the Project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by COUNTY, and/or COUNTY's designee for peer reviews, overall project consistency, and verification of implementation of CONSULTANT Quality Assurance/Quality Control process.

- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to COUNTY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- E. The title sheet for reports, each final plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- F. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- G. COUNTY reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from COUNTY. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by COUNTY.
- H. CONSULTANT shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by COUNTY. CONSULTANT shall perform all changes in accordance with the terms and conditions of this Contract.
- I. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to COUNTY who will then forward said files to CALTRANS. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- J. CONSULTANT shall submit 30% plans on CD using in AutoDesk Civil 3D format used by the COUNTY. CONSULTANT shall verify the latest version of software used prior to submittal.
- K. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.
- L. In the event that non-standard features are necessary, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following COUNTY directions.

- M. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project.
- N. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform COUNTY prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with adjacent projects.

## **SCOPE OF SERVICES**

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Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest Caltrans Work Breakdown Structure (WBS). Listed on the following pages are a sample Scope of Services; the sample Scope of Services is not necessarily all-inclusive. **CONSULTANT should feel free to propose modifications and/or changes that would be appropriate to complete the Project Report, Environmental Document, and GADs & Estimates of this project.**

The following example scope of services serves only as a guide for the PA&ED portion of the interchange project.

COUNTY requests that in addition to the PA&ED of the interchange improvements, the following tasks be proposed:

- A Feasibility study for the Sperry Road Bridge 38C-0053 over the California Aqueduct.
- An optional task for 100% Plans Specifications & Estimate of an encroachment permit sized improvement project is analyzed for a five to ten year design life as determined by the Project Development Team. This improvement should utilize the work performed for the interchange project to streamline the encroachment project.

## **PROJECT MANAGEMENT [100.10]**

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### **PROJECT MANAGEMENT [100.10]**

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with COUNTY, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the COUNTY and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to COUNTY Project Manager.

Deliverables:

- Monthly Progress Reports
- Preparation, monitoring, updating of CPM Project Schedule (MS Project???)

### **COORDINATION AND MEETINGS [100.10-1]**

CONSULTANT Project Manager shall conduct regular meetings with COUNTY, and shall conduct meetings and coordination with other stakeholders, including Caltrans, City, and other agencies, in monthly Project Development Team (PDT) meetings or technical

workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- PDT meeting notices, agendas, handouts/exhibits, and minutes.

### **ADMINISTRATION [100.10-2]**

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider COUNTY and other agency peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform File System in hard copies and electronic format. CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan, Communication Management Plan, and a Risk Management Plan; CONSULTANT Project Manager will be responsible for adherence to all applicable COUNTY administrative policies and procedures.

Deliverables:

- Project Schedule
- Project Master Files
- QA/QC Plan, Communication Management Plan, and Risk Management Plan

### **PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT [160]**

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#### **REVIEW UPDATED PROJECT INFORMATION [160.05]**

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

Deliverables:

- Project Records Files

#### **ENGINEERING STUDIES [160.10]**

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of



viable Project Build Alternatives, selection of the preferred alternative, preparation of design exceptions (if required), identification of right of way needed and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the current Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance.

CONSULTANT will be responsible for obtaining any right of entry permits required for field work. No field work shall be performed until all stakeholders have been contacted in coordination with the COUNTY's Project Manager.

Deliverables:

- Preliminary Layouts appropriate for Draft Project Report
- Draft and Final Design Exceptions (if required)

### **TRAFFIC STUDIES [160.10-1]**

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each alternative.

The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems.

In addition to the ultimate build alternatives, at least one interim alternative shall be analyzed to mitigate existing and planned near term traffic congestion. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, encroachment life (5-10) year, opening year, and a design horizon (20 year).

Deliverables:

- Traffic Report

## **HYDRAULICS/HYDROLOGY STUDIES [160-10.2]**

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for each of the project build alternatives. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- Storm Water Data Report

## **RIGHT OF WAY DATA SHEETS [160.10-3]**

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for each build alternative. This task shall include preliminary utility location work, which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- ROW Data Sheets

## **PRELIMINARY MATERIALS REPORT [160.10-4]**

CONSULTANT shall prepare a Preliminary Materials Report, which shall provide recommendations for pavement structure, pavement type, proposed pavement design life, and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

Deliverables:

- Preliminary Materials Report
- Pavement Life Cycle Cost Analysis

## **DRAFT PROJECT REPORT [160.15]**

CONSULTANT shall prepare a Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features shall be closely coordinated with the COUNTY Project Manager and Caltrans to confirm acceptability by the COUNTY and Caltrans. Following the Draft Project Report, a Final Project Report is to be completed per task 180.05.

Deliverables:

- Draft Project Report

## **GADS, BASE MAPS AND PLAN SHEETS FOR PA&ED DEVELOPMENT [160.45]**

CONSULTANT shall prepare the Geometric Approval Drawings (GADs) for the preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff.

CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- GADs

## **ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT [165]**

### **GENERAL ENVIRONMENTAL STUDIES [165.10]**

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA) and other applicable environmental laws and regulations, including the National Environmental Policy Act (NEPA). Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the COUNTY Project Manager or designee. All environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance.

Prior to any field work being performed, CONSULTANT shall be responsible for obtaining all required right of entry permits for duration of field work and shall contact all stakeholders in coordination with the COUNTY Project Manager.

CONSULTANT and County team to determine with Caltrans staff which technical studies are to be performed and to what level. **CONSULTANT should list ALL studies that they feel should be required as tasks.**

CONSULTANT shall complete all aspects of environmental review as required under NEPA and CEQA and obtain all permits required to comply with applicable federal, state and local environmental laws and regulations. CONSULTANT shall pro-actively coordinate environmental review and permitting activities in consultation with the County's Project Manager. CONSULTANT will be expected to provide the County with active leadership in environmental review and permit decision-making, and in the identification of opportunities to simplify environmental processing, and to minimize cost and time delays.

CONSULTANT shall coordinate with environmental permitting agencies to identify and resolve potential environmental issues as early in the decision-making process as feasible.

CONSULTANT shall support Caltrans in making its NEPA determination by providing needed technical support, and by coordinating with Caltrans' environmental staff in the preparation and review of an environmental impact document and technical studies as required.

CONSULTANT shall complete all required aspects of the CEQA review process for the County as Lead Agency, including preparation of draft environmental documents, conduct of the public review process, preparation of responses to comments, preparation of final documents, and filing of all required notices. All CEQA work shall conform to the latest version of the State CEQA Guidelines.

The CONSULTANT shall, based on its experience, specify and explain the anticipated level of NEPA and CEQA review needed for the project, and describe the scope of work necessary to complete these processes. This would include identification of the required environmental impact review documents, the number and type of supporting technical studies, and work required to ensure that the NEPA and CEQA processes are completed in a timely fashion and adequately documented in accordance with the applicable standards.

Consultant shall identify and explain environmental permit requirements for the project and describe the scope of work required to obtain each permit. Potential permit requirements may include, but are not limited to the following:

- Section 404 Nationwide Permit from the U.S. Army Corps of Engineers
- Section 7 consultation with NMFS and USFWS
- Section 401 Water Quality Certification (or waiver, if applicable) from the California Regional Water Quality Control Board
- Streambed Alteration Agreement from the Department of Fish and Game

## **ENVIRONMENTAL DOCUMENT (INITIAL STUDY/ENVIRONMENTAL ASSESSMENT)**

### **[165.25]**

Based on the Project Study Report, the environmental document is anticipated to be an Initial Study with a Mitigated Negative Declaration pursuant to CEQA and Environmental Assessment with a Finding of No Significant Impact (EA/FONSI) pursuant to NEPA. Caltrans will act as the lead agency and COUNTY as a responsible agency under CEQA, and Caltrans will act as the lead agency for NEPA pursuant to FHWA delegation. CONSULTANT shall prepare a combined IS/EA following available templates on the SER.

CONSULTANT shall prepare a Notice of Completion (NOC) and circulate the IS pursuant to the California Office of Planning and Research, State Clearinghouse guidelines. CONSULTANT shall prepare an Environmental Commitment Record (ECR) and will be

responsible for the incorporation of applicable environmental conservation measures into the project final design.

Deliverables:

- Initial Study/Environmental Assessment
- Notice of Completion
- Environmental Commitment Record

## **PERMITS & AGREEMENTS [170]**

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### **DETERMINE REQUIRED PERMITS & OBTAIN PERMITS [170.05]**

CONSULTANT is responsible for identifying and obtaining all permits and agreements that are required to complete the project construction when feasible during the environmental process. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments (such as maps and other exhibits), identify funds necessary for the permit application, and submitting the permits where applicable.

The CONSULTANT shall provide the County with a Permit Strategy Report outlining potential impacts and permitting required for the construction of the project, as well as the permitting schedule and preliminary permit applications.

Discussions and negotiations with permitting agencies shall only be performed in consultation with the COUNTY Project Manager or designee. Permits may include NPDES, 401, 404, 6102 and others.

Deliverables:

- Various Construction Permits
- Permit Strategy Report

## **PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED) [180]**

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### **FINAL PROJECT REPORT [180.05]**

Preceded by task 160.15, CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- Final Project Report

### **FINAL ENVIRONMENTAL DOCUMENT [180.10]**

Subsequent to circulation of the IS, CONSULTANT shall prepare responses to comments received from the public and reviewing agencies. Preparation of the responses shall be conducted in consultation with the COUNTY Project Manager or designee. Responses to comments received shall be processed according to Caltrans guidelines and incorporated into the final Environmental Document. CONSULTANT shall prepare a Negative Declaration (ND) for Caltrans approval. If necessary, CONSULTANT may prepare a Notice of Determination pursuant to CEQA requirements.

Deliverables:

- Responses to Comment
- Negative Declaration/Finding of No Significant Impact
- Final Environmental Document (IS/ND and EA/FONSI and responses to comments)
- Notice of Determination

## **PREPARE BASE MAPS AND PLAN SHEETS [185]**

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### **MAPPING AND SURVEYS [185.10]**

CONSULTANT shall perform survey control work and engineering surveys necessary to produce the mapping for final design. CONSULTANT shall perform the necessary work to establish the project design file and CADD base maps. CONSULTANT will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and proposed utilities within the project area. CONSULTANT will be responsible for obtaining any right of entry permits required for field survey work.

Deliverables:

- Design Survey and Mapping Data

### **PRELIMINARY DESIGN [185.15]**

CONSULTANT shall update and prepare engineering base maps to be utilized towards final design. Design activities under this task shall include, but not be limited to the following:

- Horizontal and Vertical Alignment - Typical Cross Sections
- Super Elevations – Earthwork
- Intersection/Interchange Design - Review of Geometric Design
- Exceptions to Design Standards - Includes Delineation Support
- Conceptual stage construction plans

Deliverables:

- Design Base Maps

### **ENGINEERING REPORTS [185.20]**

CONSULTANT shall update and prepare engineering reports and perform work necessary to finalize project design reports needed to establish design parameters and complete the project design. Engineering reports and activities under this task may include the following:

- Hydrology and Hydraulics - Geotechnical Design Report
- Pavement Design - Materials
- Soundwall Design (if necessary) - Transportation Management Plan

Deliverables:

- Final Engineering Reports

### **RIGHT OF WAY REQUIREMENTS [185.25]**

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the ROW process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements. This task includes determination of potential utility conflicts and consultation with affected agencies.

**Deliverables:**

- ROW Requirements Map
- Utility Conflicts Map



## **OPTIONAL TASKS**

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### **BRIDGE FEASIBILITY STUDY (38C-0053)**

CONSULTANT shall provide a Bridge Feasibility Study for the bridge structure crossing the California Aqueduct (38C-0053) adjacent to the interchange. The report shall determine if a retrofit is feasible to meet all current seismic and design standards and accommodate additional lanes required for the interchange project.

CONSULTANT shall coordinate with Department of Water Resources (DWR) and Caltrans to determine the feasibility of a retrofit versus a replacement.

### **ENCROACHMENT PROJECT (100% PS&E)**

CONSULTANT shall propose to utilize the existing technical documentation from the base project to develop, as a Project Development Team, 100% Plans, Specifications, and Estimate of an improvement project with a 5-10 year design life. The project shall provide 5-10 years of an acceptable Level of Service at the Sperry Road interchange.

The CONSULTANT shall keep the construction cost of the permit project under \$1 Million dollars to meet the requirements of the Caltrans Encroachment Permit Process.

The CONSULTANT shall provide support to the COUNTY in obtaining the Permit from Caltrans.

## **LIST OF APPENDICES**

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**APPENDIX A: 2002 PROJECT STUDY REPORT (PSR)**

**APPENDIX B: 2006 PROJECT FACT SHEET**

**APPENDIX C: 2013 ALTERNATIVE ANALYSIS**

**APPENDIX D: BRIDGE REPORTS**

## **Attachment 2**

# **Sample Fee Proposal**

This is a "sample" for consultant's fees. The task shown below are for example purposes only and are not to be use to define project scope. <div style="border: 1px solid black; padding: 2px; width: fit-content;">Total cost for listed resources in \$</div>		Name of Prime Consultant						Sub-Consultant 1			Optional Services			Grand Total Hours	Other Direct Costs	Grand Total Cost	Optional Cost	
		Name Title	Name Title	Name Title	Name Title	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs					Total Cost
		\$	\$	\$	\$													
NO.	Task Description																	
1	Project Management																	
	1.1																	
	1.2																	
2	Topographic Survey																	
	2.1																	
	2.2																	
3	Geotechnical Investigation																	
	3.1																	
	3.2																	
4	Environmental / Permitting																	
	4.1																	
	4.2																	
5	Public Outreach																	
	5.1																	
	5.2																	
6	Right of Way																	
	6.1																	
	6.2																	
7	PS&E																	
	7.1																	
	7.2																	
8	Construction Support																	
	8.1																	
	8.2																	
TOTAL HOURS																		
TOTAL COST																		

\*Other Direct Costs such as material reproduction, travel, and project specific materials, etc. shall be included in overhead rate and not charged separately.

# **Attachment 3**

## **Exhibit 10-I**

### **Notice to Proposers**

### **DBE Information**



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE, LS**  
**Director, County Surveyor**

**Chris Brady, PE**  
**Deputy Director - Construction/Roads/Bridges**

**Colt Esenwein, PE**  
**Deputy Director - Engineering/Survey/Fleet**

**David Leamon, PE**  
**Deputy Director - Development/Traffic**

**Kathy Johnson**  
**Assistant Director - Finance/GIS/HR/Transit**

[www.stancounty.com/publicworks](http://www.stancounty.com/publicworks)

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of **15.6 %**

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### **3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.



- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

# **Attachment 4**

## **Exhibit 10-J**

### **Standard Contract Provisions for Subconsultant/DBE Participation**

## **EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**

### **1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

### **2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

### **3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

### **4. Prompt Payment of Funds Withheld to Subconsultants**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

### **5. DBE Records**

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

**6. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

# **Attachment 5**

## **Exhibit 10-O1**

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
<b>Local Agency to Complete this Section</b>		10. Total % Claimed  _____ %	
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____		13. Preparer's Title _____	
21. Date _____		14. Date _____	
22. Local Agency Representative Title _____		15. (Area Code) Tel. No. _____	
23. (Area Code) Tel. No. _____			

**Distribution:** (1) Original – Consultant submits to local agency with proposal  
(2) Copy – Local Agency files

**INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT****Consultant Section**

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:**

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.



# **Attachment 6**

## **Exhibit 10-O2**

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed \$ _____	14. Total % Claimed _____ %
20. Local Agency Contract Number: _____			
21. Federal-aid Project Number: _____		15. Preparer's Signature _____	
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		16. Preparer's Name (Print) _____	
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____		17. Preparer's Title _____	
25. Date _____			
26. Local Agency Representative Title _____		18. Date _____ 19. (Area Code) Tel. No. _____	
27. (Area Code) Tel. No. _____			
<b>Caltrans to Complete this Section</b>			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____		30. Date _____	
29. DLAE Signature _____			

- Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

**INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION****Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

# **Attachment 7**

## **Sample Design Services Agreement**

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and \_\_\_\_\_, 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 agrees 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

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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.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## 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 \_\_\_\_\_ . Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

## SAMPLE

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each 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, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million



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Dollars (\$1,000,000), 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), combined single limits, per occurrence and aggregate.

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

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), 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 and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has 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) Ongoing 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

## SAMPLE

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 of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers 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. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnatee") 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, (collectively, "losses") 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. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnatee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without limitation, the right to implied indemnity.

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 and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnatee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days 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,

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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.

6.5. The foregoing provisions shall survive the term and termination of 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: \_\_\_\_\_
- b. Lead/Manager: \_\_\_\_\_

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

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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.

<u>If to County:</u>	<u>If to Consultant:</u>
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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, unless such disclosure is required by law.

## SAMPLE

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.

## SAMPLE

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.

**SAMPLE**

**(SIGNATURES ON THE NEXT PAGE)**



**SAMPLE**

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

**COUNTY OF STANISLAUS**

**CONSULTANT**

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

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By: \_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**SAMPLE**

**EXHIBIT A  
COUNTY'S REQUEST FOR PROPOSAL**

**SAMPLE**

**EXHIBIT B  
CONSULTANT'S RESPONSE**

**SAMPLE**

**EXHIBIT C  
CONSULTANT'S FEE SCHEDULE**

**SAMPLE**

**EXHIBIT D  
PROJECT SCHEDULE**

# **Attachment 8**

## **Evaluation Sheet**

# **Attachment 9**

## **Evaluation Sheet**

## EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET

<b>SUGGESTED EVALUATION SHEET*</b>		
Criteria	Maximum Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
<b>Total</b>	<b>100</b>	

## \*Notes:

1. To maintain the integrity of a competitive negotiation/qualifications based selection procurement, the total of all allowable non-qualifications based evaluation criterion (such as locality preference or DBE participation) cannot exceed ten (10) percent of the total evaluation criteria. The ten percent limitation applies only to non-qualifications based evaluation criterion and should not be considered as a limitation for specific DBE contract goals established by a contracting agency in accordance with its approved DBE program. (see [http://www.fhwa.dot.gov/programadmin/172qa\\_07.cfm](http://www.fhwa.dot.gov/programadmin/172qa_07.cfm)).
2. For projects other than "Architectural & Engineering" services, as defined in Section 10.1, cost is one of the criteria, or may be the sole criterion. DBE participation by the consultant shall not be used as one of those criteria listed above.
3. The evaluation criteria and suggested maximum points shown above are not mandatory, but are recommended in the interest of maintaining consistency among the hundreds of agencies utilizing federal or state funds.
4. The evaluation criteria and weighted value must be identified in the RFP. If the RFP has different evaluation criteria or weighed values then the information above would have to be changed to match.
5. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and requirements are met.

**Distribution:** Local Agency Project Files



## **Attachment 9**

### **Exhibit 10-K**

# **Consultant Certification of Contract Costs and Financial Management System**

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ \_\_\_\_\_ and the number of States in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: \_\_\_\_\_

Consultant Certifying (Print Name and Title):

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

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

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

# **Attachment 10**

## **Exhibit 10-F**

### **Certification of Consultant, Commissions & Fees**

**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

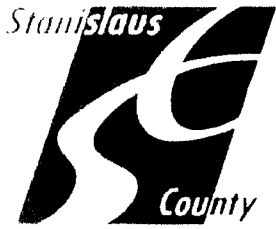
- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Distribution:** 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE, LS**  
**Director, County Surveyor**

**Chris Brady, PE**  
**Deputy Director - Construction/Roads/Bridges**

**Colt Esenwein, PE**  
**Deputy Director - Engineering/Survey/Fleet**

**David Leamon, PE**  
**Deputy Director - Development/Traffic**

**Kathy Johnson**  
**Assistant Director - Finance/GIS/HR/Transit**

[www.stancounty.com/publicworks](http://www.stancounty.com/publicworks)

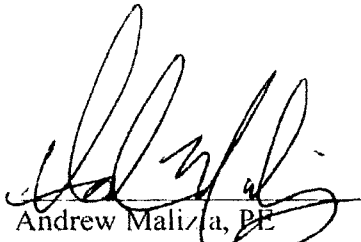
**ADDENDUM NO. 1**

**TO REQUEST FOR PROPOSALS FOR  
SPERRY ROAD AT INTERSTATE 5 (I-5)  
INTERCHANGE PROJECT**

**ALL-INCLUSIVE PA&ED SERVICES**

**County Project Number : 9456**

**By:**

  
\_\_\_\_\_  
Andrew Malizia, PE  
Associate Civil Engineer

**DATE: August 15, 2014**

**DUE DATE: August 22, 2014, 5:00PM**

**PAGE 1 OF 3**

**TO ALL PROPOSERS:**

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR PROPOSALS, AND SHALL BE USED IN PREPARATION OF THE PROPOSALS SUBMITTED FOR THE WORK. CONSULTANT SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PLACE PROVIDED IN THE PROPOSAL.

<b>RESPONSES TO INQUIRIES</b>
-------------------------------

1. *Regarding the 20 page limit on the proposal, does a single 11"x17" sheet count as one page or does it count as two pages towards the page limit?*

**RESPONSE:** 11x17" shall count as one page only, but should only be used for exhibits.

---

2. *Under Item H. Supplemental Questions, a., the RFP states "This may include coordination, environmental issues," This sentence appears to trail off. Are there additional items the County wants us to provide? If so, please provide the remaining issues.*

**RESPONSE:** The sentence should have read "This may include coordination, environmental issues, etc...". Please provide your own responses to what your project team has identified as the biggest challenges for this project.

---

3. *Under Item X. Proposal Submittal, the RFQ states that (3) hard copies must be submitted, along with an electronic copy in PDF format. Do you only want one PDF emailed to you? Or do you want us to include an electronic copy on CD?*

**RESPONSE:** Please include the PDF on CD, DVD, or USB Storage device.

---

4. *"Would it be possible to get the As-builts for the IC structures and the bridge over the aqueduct?"*

**RESPONSE:** The as-builts for the Sperry Road Bridge over the Aqueduct have been attached to this addendum. The County does not have a copy of the existing IC structure as-builts.

---

5. *"Can you explain the intent for requesting PS&E Phase WBS 185 tasks for the PA & ED phase. Is it to save money by including detailed mapping and surveys during PA & ED and also update the preliminary design and engineering reports, right of way requirements and utility conflict maps for the selected alternative?"*

**ADDENDUM NO. 1**

**FOR THE: SPERRY ROAD AT INTERSTATE 5 (I-5) INTERCHANGE PROJECT**

**BIDS DUE: FRIDAY, AUGUST 22, 2014 5:00pm**

**DATE: AUGUST 15, 2014**

**RESPONSE:** Task 185 was erroneously featured in the example scope of services. Please propose on the PA&ED phase and the optional tasks listed. As stated in the RFP, the included scope of services is to serve as a guide and consultants are to provide a detailed scope of services that they feel will complete the PA&ED phase.

Also included are two optional tasks that should be included in the proposed scope.

- 
6. *"The RFP lists the project as on Sperry "Road." However, on Google map street view, Sperry is listed as an "Avenue" and has signs indicating it is Sperry Avenue."*

**RESPONSE:** Please refer to the subject road as Sperry Road.

---

<b>CLARIFICATIONS</b>
-----------------------

- The minimum font sized used on the proposal shall be 12-point and the minimum margin size shall be 0.75".



*California Department of Transportation  
Division of Maintenance*

*Structure Maintenance and Investigations*

---

**B**<sub>RIDGE</sub>

**I**<sub>NSPECTION</sub>

**R**<sub>ECORDS</sub>

**I**<sub>NFORMATION</sub>

**S**<sub>YSTEM</sub>

---

The requested documents have been generated by BIRIS.

These documents are the property of the California Department of Transportation and should be handled in accordance with Deputy Directive 55 and the State Administrative Manual.

Records for “Confidential” bridges may only be released outside the Department of Transportation upon execution of a confidentiality agreement.



DEPARTMENT OF TRANSPORTATION  
Structure Maintenance & Investigations

Bridge Number 38C0053  
Facility Carried SPERRY AVENUE  
Location 0 1 MI E OF I 5  
City  
Inspection Date 08/20/2009

## Bridge Inspection Report

Inspection Type  
 Routine  FC  Underwater  Special  Other

STRUCTURE NAME CALIFORNIA AQUEDUCT

### CONSTRUCTION INFORMATION

Year Built	1967	Skew (degrees)	22
Year Widened	N/A	No of Joints	0
Length (m)	49 4	No of Hinges	0

Structure Description RC continuous "T" girder (4) on RC solid wall pier and winged abutments all on CIDH concrete piles

Span Configuration 2 @ 24 5 m

### LOAD CAPACITY AND RATINGS

Design Live Load	MS-18 OR HS-20		
Inventory Rating	46 metric tonnes	Calculation Method	LOAD FACTOR
Operating Rating	76 8 metric tonnes	Calculation Method	LOAD FACTOR
Permit Rating	PPPPP		
Posting Load	Type 3 <u>Legal</u>	Type 3S2 <u>Legal</u>	Type 3-3 <u>Legal</u>

### DESCRIPTION ON STRUCTURE

Deck X-Section	0 1 m br, 0 2 m cu, 10 0 m, 0 2 m cu, 0 1 m br		
Total Width	10 6 m	Net Width	10 0 m
Rail Description	Metal Beam Barrier Rail with W6 posts	No of Lanes	2
Min Vertical Clearance	Unimpaired	Rail Code	0000

### DESCRIPTION UNDER STRUCTURE

Channel Description Concrete lined -- trapezoidal

### CONDITION TEXT

#### CONDITION OF STRUCTURE

At the time of this investigation, there was 6' (1 8 m) freeboard at the downstream (right) side of Pier 2. Inspection of the soffit and substructure was performed from both abutments.

At Abutment 1 the AC approach has severe alligator cracks with potholes on the westbound departure lane, and the left shoulder is heaved up approximately 3" (75 mm).

At Abutment 3, the AC approach on westbound lane has 0 25" (6 mm) wide transverse cracks along the entire lane width with approximately 3 2' (1 0 m) long potholes. The eastbound AC departure lane has pattern cracks. Both shoulders are heaved up approximately 3" (75 mm).

There are two full height 0 04" (1 0 mm) wide vertical cracks at Abutment 3 face between Girders 2 & 3, and one full height 0 03" (0 8 mm) wide vertical crack between Girders 1 and 2. This condition appears to be stable and no change was observed.

There is a 3" (8 0 cm) horizontal offset at the right side of Abutment 1 end diaphragm from the abutment seat.

There is no P-marker at the right side of Abutment 1.

CONDITION TEXT

A 24" (0 6 m) section of concrete end curb has broken at the left approach curb at Abutment 3

The end diaphragm above Abutment 1 has 0 06" (1 5 mm) wide diagonal cracks adjacent to Girders 1, 2 and 3. The most severe cracks observed between Girders 1 & 2, which are full length from the bottom of the Abutment 1 face to the soffit interface

The portion of Abutment 1 supporting Girder 1 has a spall of 3' (0 9 m) long x 20" (0 5 m) height, with several exposed reinforcing bars. The 0 25" (6 mm) wide horizontal crack at anchor bolt level propagates from the bottom of Girder 1 to top of Girder 2. See attached photos dated 08/20/2009

LOAD CAPACITY

The load capacity was summarized for this structure using the Load Factor method. The Inventory and Operating ratings were revised from 45 3 to 46 0 (RF = 1 42) and 76 1 to 76 8 (RF = 2 37) metric tonnes respectively. The summary is based on the BDS Frame Rate output for this bridge dated 06/15/1979

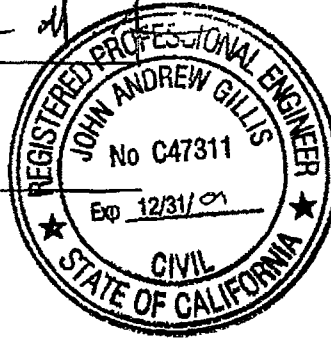
<u>ELEMENT INSPECTION RATINGS</u>									
E#Elem	Element Description	Env	Total	Units	Qty in each Condition State				
					St 1	St 2	St 3	St 4	St 5
101 13	Concrete Deck - Unprotected w/ AC Overlay	2	520	sq m	520	0	0	0	0
101 110	Reinforced Conc Open Girder/Beam	2	198	m	198	0	0	0	0
101 210	Reinforced Conc Pier Wall	2	11	m	11	0	0	0	0
101 215	Reinforced Conc Abutment	2	23	m	13	10	0	0	0
101 252	Cast-In-Drilled Hole Concrete Pile	2	1	ea	1	0	0	0	0
101 337	Metal Railing (W6X25 Posts)	2	128	m	128	0	0	0	0

WORK RECOMMENDATIONS

RecDate	08/20/2009	EstCost	\$	Clean the reinforcing bars and repair the
Action	Sub-Patch spalls	StrTarget	2 YEARS	concrete spall at Abutment 1 supporting
Work By	LOCAL AGENCY	DistTarget		Girder 1
Status	PROPOSED	EA		
RecDate	08/16/2001	EstCost	\$	Install a reflectorized P-marker at the
Action	Bridge-Install Sign	StrTarget	2 YEARS	right side near Abutment 1
Work By	LOCAL AGENCY	DistTarget		
Status	PROPOSED	EA		
RecDate	09/28/1999	EstCost	\$	Repair the approach AC at both abutments
Action	Appr Roadway-Repair	StrTarget	2 YEARS	
Work By	LOCAL AGENCY	DistTarget		
Status	PROPOSED	EA		
RecDate	09/28/1999	EstCost	\$	Repair the broken concrete rail curb on
Action	Railing-Repair	StrTarget	2 YEARS	the left of Abutment 3
Work By	LOCAL AGENCY	DistTarget		
Status	PROPOSED	EA		

Inspected By Le Ronnie H *Ronnie H*

*John Andrew Gillis*  
Registered Civil Engineer



STRUCTURE INVENTORY AND APPRAISAL REPORT

\*\*\*\*\* IDENTIFICATION \*\*\*\*\*

(1) STATE NAME- CALIFORNIA 069  
 (8) STRUCTURE NUMBER 38C0053  
 (5) INVENTORY ROUTE (ON/UNDER)- ON 140022390  
 (2) HIGHWAY AGENCY DISTRICT 10  
 (3) COUNTY CODE 099 (4) PLACE CODE 00000  
 (6) FEATURE INTERSECTED- CALIFORNIA AQUEDUCT  
 (7) FACILITY CARRIED- SPERRY AVENUE  
 (9) LOCATION- 0 1 MI E OF I 5  
 (11) MILEPOINT/KILOMETERPOINT 0  
 (12) BASE HIGHWAY NETWORK- NOT ON NET 0  
 (13) LRS INVENTORY ROUTE & SUBROUTE 00  
 (16) LATITUDE 37 DEG 27 MIN 50 SEC  
 (17) LONGITUDE 121 DEG 10 MIN 44 SEC  
 (98) BORDER BRIDGE STATE CODE - SHARE  
 (99) BORDER BRIDGE STRUCTURE NUMBER

\*\*\*\*\* STRUCTURE TYPE AND MATERIAL \*\*\*\*\*

(43) STRUCTURE TYPE MAIN MATERIAL- CONCRETE CONT  
 TYPE- TEE BEAM CODE 204  
 (44) STRUCTURE TYPE APPR MATERIAL- OTHER/NA  
 TYPE- OTHER/NA CODE 000  
 (45) NUMBER OF SPANS IN MAIN UNIT 2  
 (46) NUMBER OF APPROACH SPANS 0  
 (107) DECK STRUCTURE TYPE- CIP CONCRETE CODE 1  
 (108) WEARING SURFACE / PROTECTIVE SYSTEM  
 A) TYPE OF WEARING SURFACE- BITUMINOUS CODE 6  
 B) TYPE OF MEMBRANE- NONE CODE 0  
 C) TYPE OF DECK PROTECTION- NONE CODE 0

\*\*\*\*\* AGE AND SERVICE \*\*\*\*\*

(27) YEAR BUILT 1967  
 (106) YEAR RECONSTRUCTED 0000  
 (42) TYPE OF SERVICE ON- HIGHWAY 1  
 UNDER- WATERWAY 5  
 (28) LANES ON STRUCTURE 02 UNDER STRUCTURE 00  
 (29) AVERAGE DAILY TRAFFIC 1517  
 (30) YEAR OF ADT 1976 (109) TRUCK ADT 2  
 (19) BYPASS DETOUR LENGTH 8 KM

\*\*\*\*\* GEOMETRIC DATA \*\*\*\*\*

(48) LENGTH OF MAXIMUM SPAN 24 4 M  
 (49) STRUCTURE LENGTH 49 4 M  
 (50) CURB OR SIDEWALK LEFT 0 2 M RIGHT 0 2 M  
 (51) BRIDGE ROADWAY WIDTH CURB TO CURB 10 0 M  
 (52) DECK WIDTH OUT TO OUT 10 6 M  
 (32) APPROACH ROADWAY WIDTH (W/SHOULDERS) 12 2 M  
 (33) BRIDGE MEDIAN- NO MEDIAN 0  
 (34) SKEW 22 DEG (35) STRUCTURE FLARED NO  
 (10) INVENTORY ROUTE MIN VERT CLEAR 99 99 M  
 (47) INVENTORY ROUTE TOTAL HORIZ CLEAR 10 0 M  
 (53) MIN VERT CLEAR OVER BRIDGE RDW/ 99 99 M  
 (54) MIN VERT UNDERCLEAR REF- NOT H/RR 0 00 M  
 (55) MIN LAT UNDERCLEAR RT REF- NOT H/RR 0 0 M  
 (56) MIN LAT UNDERCLEAR LT 0 0 M

\*\*\*\*\* NAVIGATION DATA \*\*\*\*\*

(38) NAVIGATION CONTROL- NO CONTROL CODE 0  
 (111) PIER PROTECTION- CODE  
 (39) NAVIGATION VERTICAL CLEARANCE 0 0 M  
 (116) VERT-LIFT BRIDGE NAV MIN VERT CLEAR M  
 (40) NAVIGATION HORIZONTAL CLEARANCE 0 0 M

\*\*\*\*\* SUFFICIENCY RATING \*\*\*\*\*

SUFFICIENCY RATING = 90 4  
 STATUS  
 HEALTH INDEX 97 1  
 PAINT CONDITION INDEX = N/A

\*\*\*\*\* CLASSIFICATION \*\*\*\*\*

(112) NBIS BRIDGE LENGTH- YES Y  
 (104) HIGHWAY SYSTEM- NOT ON NHS 0  
 (26) FUNCTIONAL CLASS- MAJOR COLLECTOR RURAL 07  
 (100) DEFENSE HIGHWAY- NOT STRAHNET 0  
 (101) PARALLEL STRUCTURE- NONE EXISTS N  
 (102) DIRECTION OF TRAFFIC- 2 WAY 2  
 (103) TEMPORARY STRUCTURE-  
 (105) FED LANDS HWY- NOT APPLICABLE 0  
 (110) DESIGNATED NATIONAL NETWORK - NOT ON NET 0  
 (20) TOLL- ON FREE ROAD 3  
 (21) MAINTAIN- COUNTY HIGHWAY AGENCY 02  
 (22) OWNER- OTHER STATE AGENCY 21  
 (37) HISTORICAL SIGNIFICANCE- NOT ELIGIBLE 5

\*\*\*\*\* CONDITION \*\*\*\*\*

(58) DECK 7  
 (59) SUPERSTRUCTURE 7  
 (60) SUBSTRUCTURE 6  
 (61) CHANNEL & CHANNEL PROTECTION 8  
 (62) CULVERTS N

\*\*\*\*\* LOAD RATING AND POSTING \*\*\*\*\*

(31) DESIGN LOAD- MS-18 OR HS-20 5  
 (63) OPERATING RATING METHOD- LOAD FACTOR 1  
 (64) OPERATING RATING- 76 8  
 (65) INVENTORY RATING METHOD- LOAD FACTOR 1  
 (66) INVENTORY RATING- 46  
 (70) BRIDGE POSTING- EQUAL TO OR ABOVE LEGAL LOADS 5  
 (41) STRUCTURE OPEN POSTED OR CLOSED- A  
 DESCRIPTION- OPEN NO RESTRICTION

\*\*\*\*\* APPRAISAL \*\*\*\*\*

(67) STRUCTURAL EVALUATION 6  
 (68) DECK GEOMETRY 5  
 (69) UNDERCLEARANCES VERTICAL & HORIZONTAL N  
 (71) WATER ADEQUACY 8  
 (72) APPROACH ROADWAY ALIGNMENT 6  
 (36) TRAFFIC SAFETY FEATURES 0000  
 (113) SCOUR CRITICAL BRIDGES 8

\*\*\*\*\* PROPOSED IMPROVEMENTS \*\*\*\*\*

(75) TYPE OF WORK- REPLACE FOR DEFICIENC CODE 31  
 (76) LENGTH OF STRUCTURE IMPROVEMENT 59 544 M  
 (94) BRIDGE IMPROVEMENT COST \$757 000  
 (95) ROADWAY IMPROVEMENT COST \$76 000  
 (96) TOTAL PROJECT COST \$1 136 000  
 (97) YEAR OF IMPROVEMENT COST ESTIMATE 1999  
 (114) FUTURE ADT 2081  
 (115) YEAR OF FUTURE ADT 2027

\*\*\*\*\* INSPECTIONS \*\*\*\*\*

(90) INSPECTION DATE 08/09 (91) FREQUENCY 48 MO  
 (92) CRITICAL FEATURE INSPECTION (93) CFI DATE  
 A) FRACTURE CRIT DETAIL- NO MO A)  
 B) UNDERWATER INSP- YES 60 MO B) 01/08  
 C) OTHER SPECIAL INSP- NO MO C)

38C0053 CALIFORNIA AQUEDUCT 0.1 MI E OF I 5  
113 - PHOTO-Sub-Damage/Deterioration

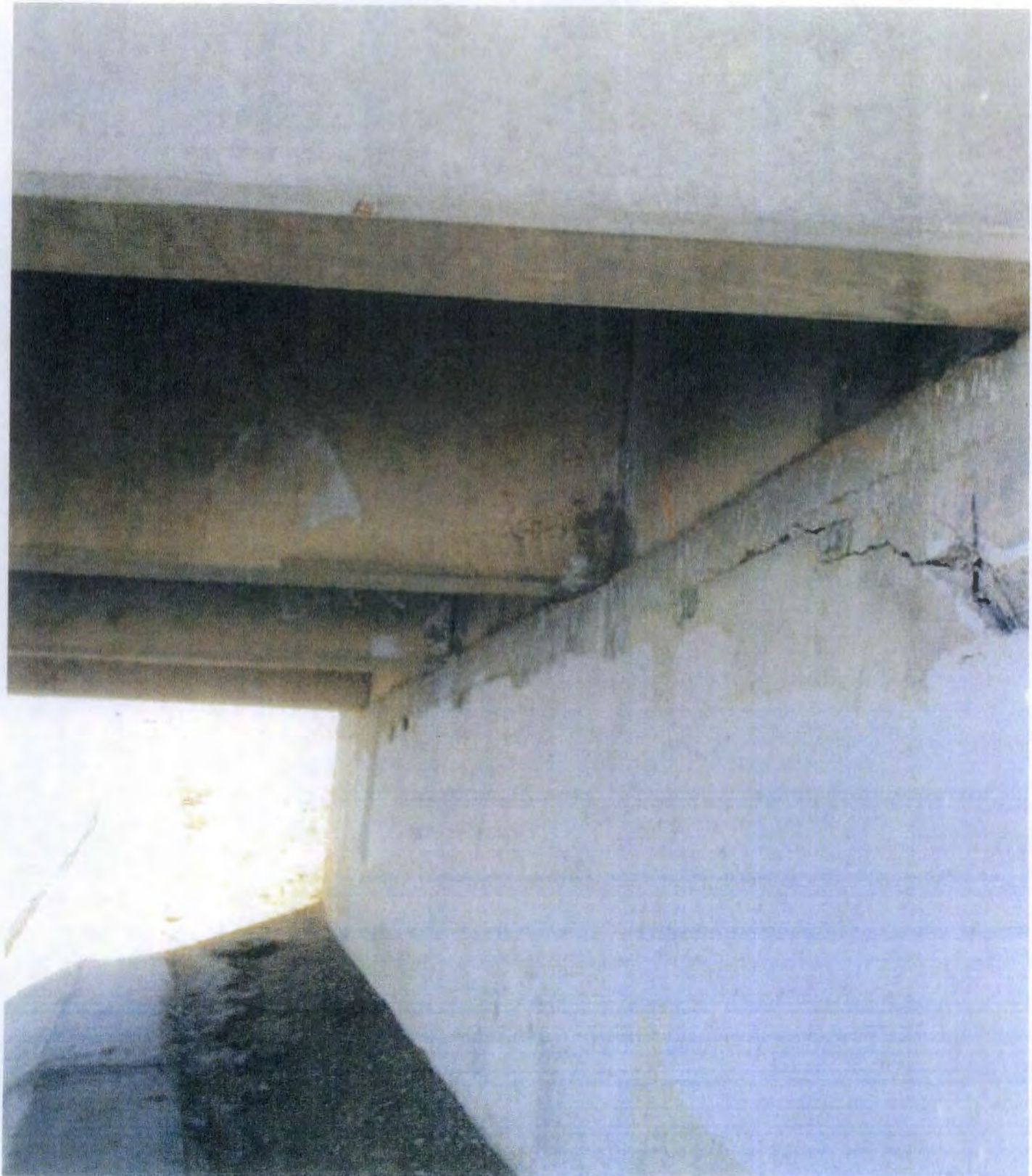


Photo No. 1  
Abutment 1



38C0053 CALIFORNIA AQUEDUCT 0.1 MI E OF I 5  
113 - PHOTO-Sub-Damage/Deterioration



Photo No. 1  
Spall at Abutment 1 face under Girder 1.

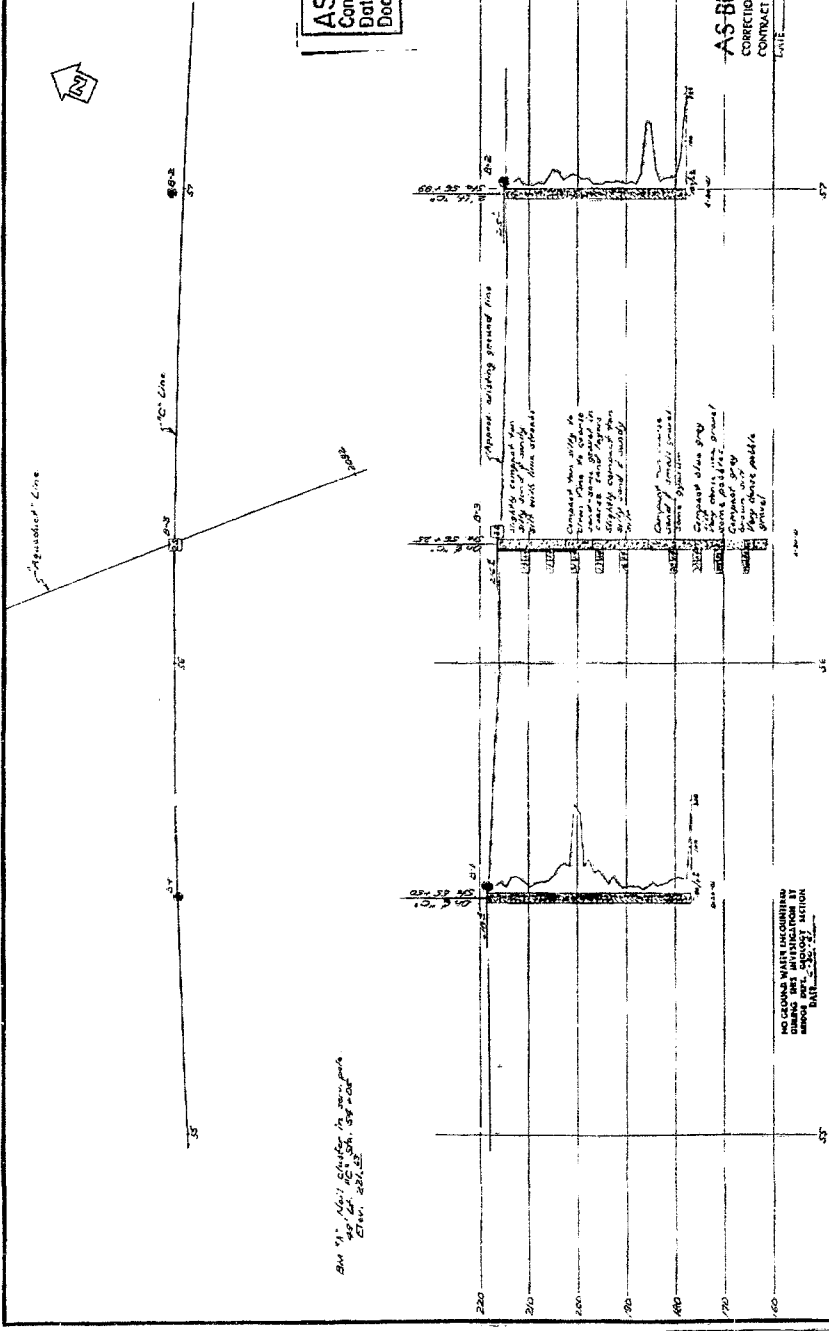
APPROVED

DATE	12/17/27
BY	[Signature]
SCALE	1" = 10'
PROJECT	California Advelect Bridge
NO.	35453-2
SHEET	11
TOTAL SHEETS	12
DATE	12/17/27
BY	[Signature]

MAY 1 1928

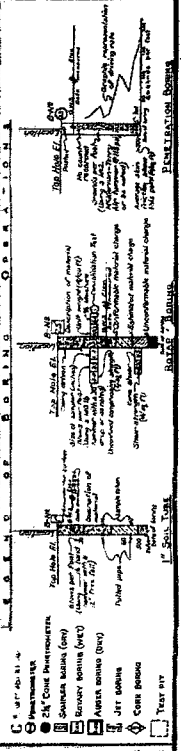
**AS BUILT PLANS**  
Contract No. 20-0-0-0-5-5-5  
Date Completed             
Document No. 00000057

**AS BUILT**  
CORRECTIONS BY             
CONTRACT NO.             
DATE           



BM 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

**AS BUILT**  
CORRECTIONS BY             
CONTRACT NO.             
DATE           



**LEGEND OF EARTH MATERIALS**

1	GRAVEL	10	CLAY	19	SHALLOW WATER
2	SAND	11	CLAY WITH SILT	20	WATER TABLE
3	SILT	12	CLAY WITH SAND	21	WATER TABLE
4	CLAY	13	CLAY WITH GRAVEL	22	WATER TABLE
5	CLAY WITH SILT	14	CLAY WITH SAND	23	WATER TABLE
6	CLAY WITH SAND	15	CLAY WITH GRAVEL	24	WATER TABLE
7	CLAY WITH GRAVEL	16	CLAY WITH SAND	25	WATER TABLE
8	CLAY WITH SAND	17	CLAY WITH GRAVEL	26	WATER TABLE
9	CLAY WITH GRAVEL	18	CLAY WITH SAND	27	WATER TABLE

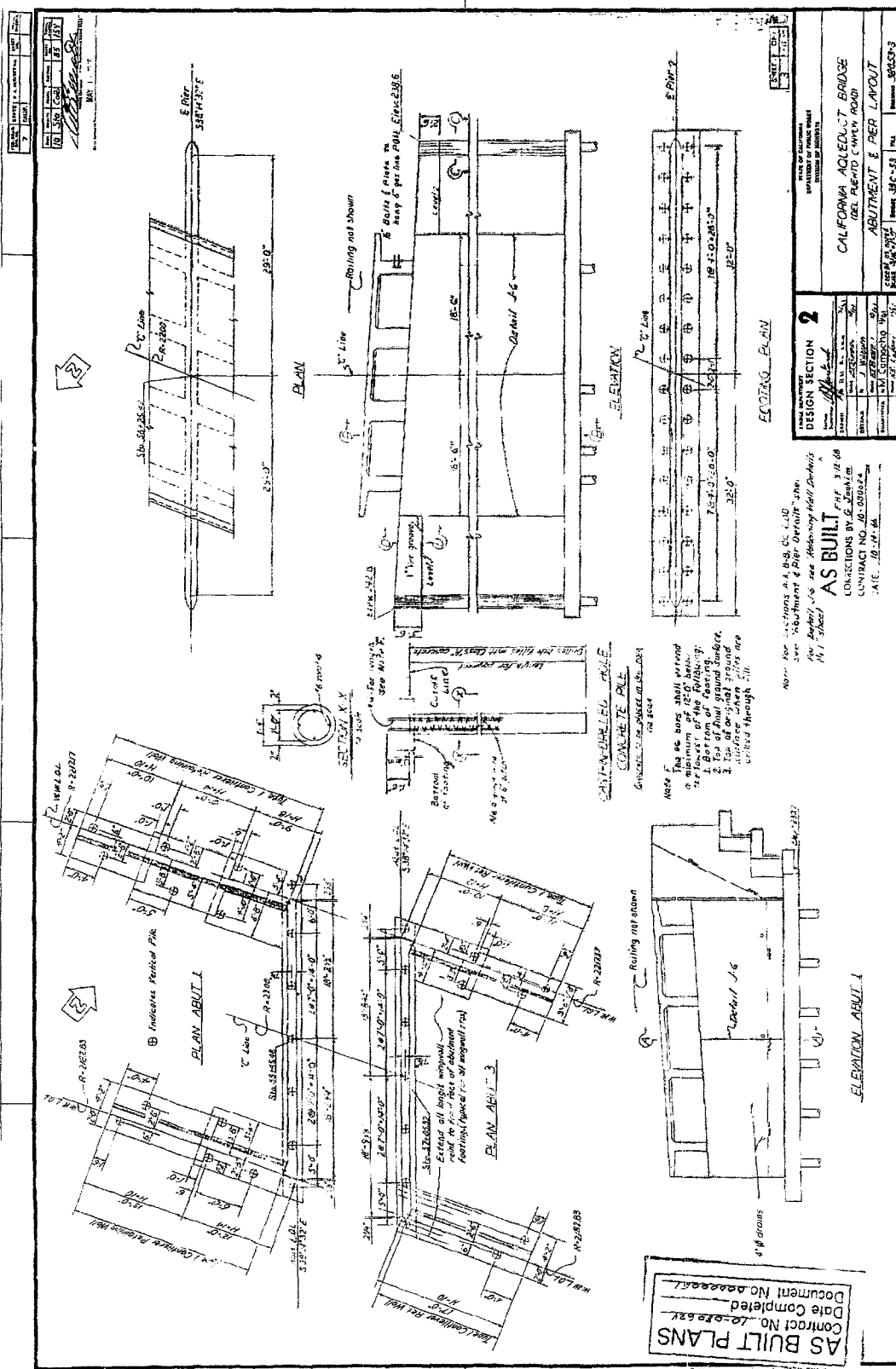
**NOTE**  
Classification of soil material in this log is based on visual inspection and is not to be considered as a laboratory test.

**CALIFORNIA ADVELECT BRIDGE**  
DEL PUERTO ENTRANCE ROAD

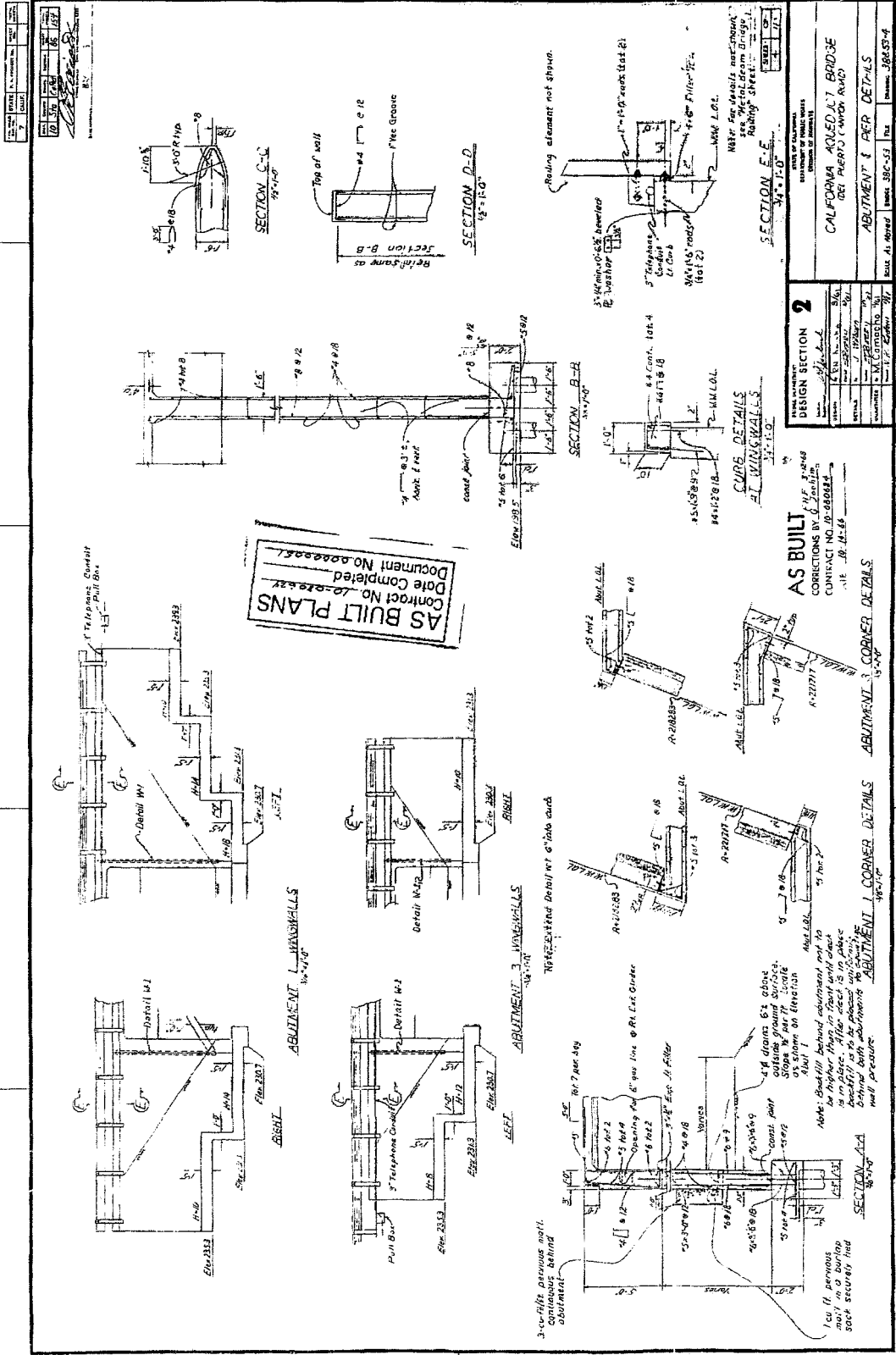
**LOG OF TEST BORINGS**  
Sheet 11 of 12 Sheet 35453-2 (11)

FILE NUMBER 35453-2/11 DRAWING NO. AR-35453-2





DESIGN SECTION 2	
DATE	10-11-64
BY	E. J. JONES
CHECKED BY	J. J. JONES
APPROVED BY	J. J. JONES
DATE	10-11-64
PROJECT	CALIFORNIA AQUEDUCT BRIDGE
LOCATION	ABUTMENT & PIER LAYOUT
SCALE	AS SHOWN
PROJECT NO.	10-0-2-6-2
DATE	10-11-64
BY	E. J. JONES
CHECKED BY	J. J. JONES
APPROVED BY	J. J. JONES
DATE	10-11-64



DESIGN SECTION 2

CALIFORNIA AQUEL J.7 BRIDGE  
 DET. AERO'S WORK RWD  
 ABUTMENT & PIER DETAILS

SCALE: As Shown

DATE: 5/11/55

PROJECT: 36857-4

AS BUILT PLANS  
 Contract No. 10-0-20-22  
 Date Completed  
 Document No. 0000001

AS BUILT  
 CORRECTIONS BY...  
 CONTRACT NO. 10-0-20-22

ABUTMENT 1 CORNER DETAILS  
 ABUTMENT 2 CORNER DETAILS

SECTION A-A CORNER DETAILS  
 SECTION A-A CORNER DETAILS

SECTION A-A  
 Note: Backfill behind abutment not to be higher than...  
 backfill to be placed within...  
 behind both abutments...  
 wall pressure.

3-50-#12z previous mat.  
 continuous behind  
 abutment.

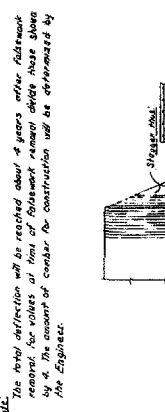
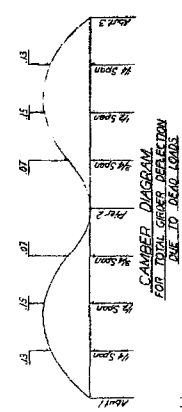
Note: Backfill behind abutment not to be higher than...  
 backfill to be placed within...  
 behind both abutments...  
 wall pressure.

Referenced Detail #1 of this card





NO. 7	DATE	BY	CHECKED
7			



U-16 Span Length  
No. Operations from the above may be made unless otherwise approved by the Engineer.

**AS BUILT**  
CORRECTIONS BY S. J. SCHUBERT  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
SCALE AS SHOWN  
DATE 10-12-58

CALIFORNIA HIGHWAY DEPARTMENT  
DIVISION OF HIGHWAYS  
SAN FRANCISCO OFFICE  
SAN FRANCISCO, CALIF.

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

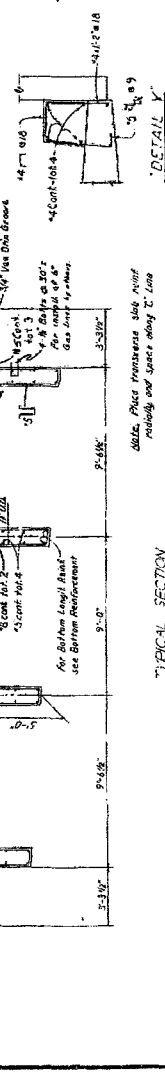
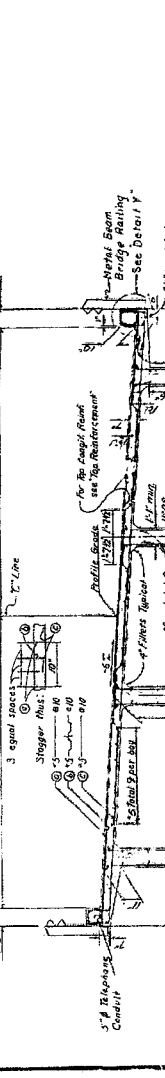
DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58



U-16 Span Length  
No. Operations from the above may be made unless otherwise approved by the Engineer.

**AS BUILT**  
CORRECTIONS BY S. J. SCHUBERT  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
SCALE AS SHOWN  
DATE 10-12-58

CALIFORNIA HIGHWAY DEPARTMENT  
DIVISION OF HIGHWAYS  
SAN FRANCISCO OFFICE  
SAN FRANCISCO, CALIF.

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

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CONTRACT NO. 10-2-26668  
DATE 10-12-58

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CONTRACT NO. 10-2-26668  
DATE 10-12-58

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DATE 10-12-58

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CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

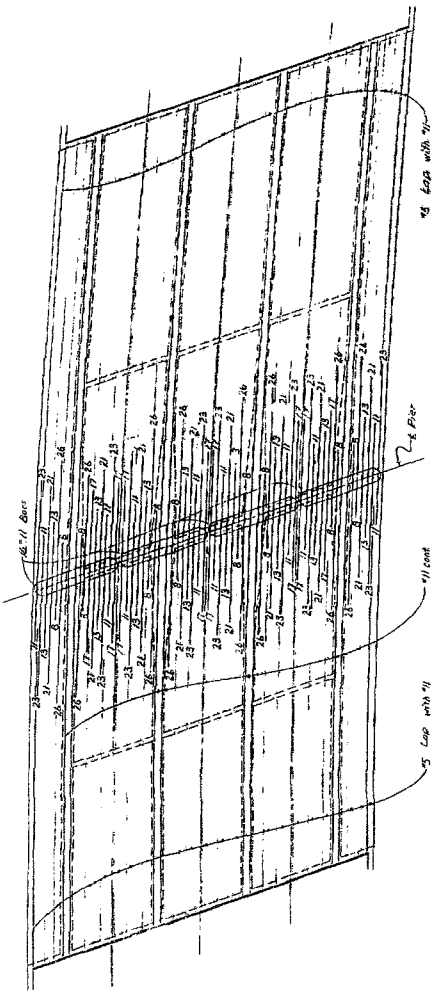
DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DESIGN SECTION 2  
CONTRACT NO. 10-2-26668  
DATE 10-12-58

DATE	REV	BY	CHK
10/15/54	1	J. J. [Signature]	[Signature]
11/11/55	2	[Signature]	[Signature]

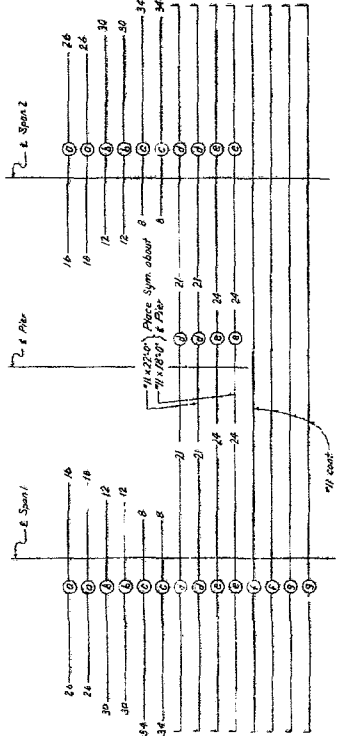


Notes: All bars are 7/8\"/>

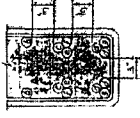
Numbers at end of bars indicate distance in feet from E. Bent for top reinforcement and from W. Bent for bottom reinforcement. All lengths in feet. All dimensions permitted near E. Bent in vicinity of bottom reinforcement assumed in feet.

All spaces between bars shall be made up to 12\"/>

TOP REINFORCEMENT



BOTTOM REINFORCEMENT



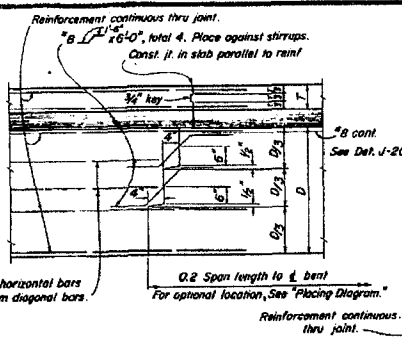
**AS BUILT** FIF 3-18-54  
 No As Built Correction of Form of Girder  
 CORRECTIONS BY G. J. [Signature]  
 CONTRACT NO. 12-020001  
 DATE 10-15-54

**AS BUILT PLANS**  
 Contract No. 12-020001  
 Date Completed  
 Document No. 000001

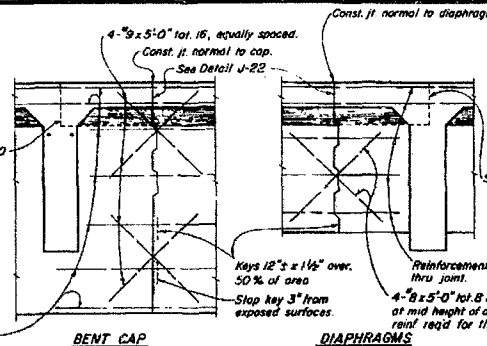
SHEET	OF
8	11

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS	
CALIFORNIA ACCESSION BRIDGE OVER ALBERTO CAMON ROAD	
GIRDER REINFORCEMENT	
SCALE: ARCH	Sheet No. 38-53
PROJECT: 12-020001	DATE: 10-15-54
DESIGN SECTION	2
DESIGNED BY: J. J. [Signature]	CHECKED BY: [Signature]
DATE: 10-15-54	DATE: 10-15-54

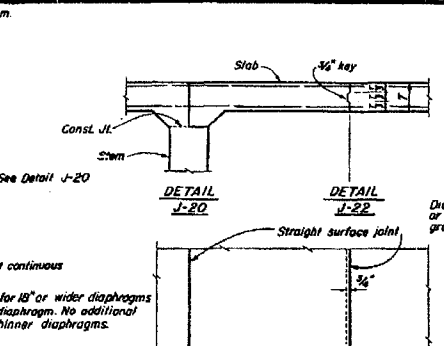
REVISED SHEET NO. 31  
 DATE 10-27-66  
 PROJECT DEL PUERTO CANYON ROAD  
 SHEET NO. 31 OF 122  
 MAY 11 1966



**TRANSVERSE GIRDER CONSTRUCTION JOINTS**  
 DETAIL J-3

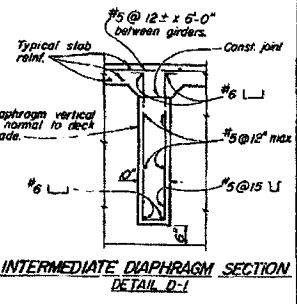


**BENT CAP LONGITUDINAL CONSTRUCTION JOINTS**  
 DETAIL J-4

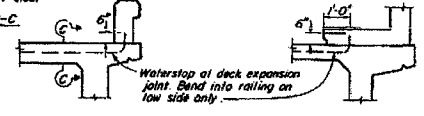
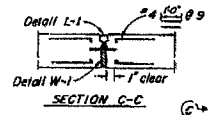
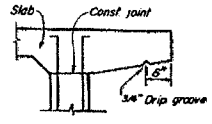
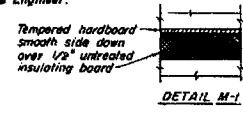


**DECK SLAB LONGITUDINAL CONSTRUCTION JOINTS**

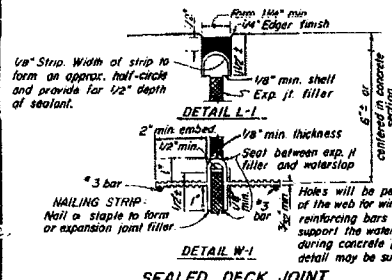
Note: Longitudinal construction joints in slab, if required, are to be located at edge of traffic lanes except as approved by the Engineer.



**INTERMEDIATE DIAPHRAGM SECTION**  
 DETAIL D-1



**DECK AND SIDEWALK JOINTS**  
 DETAIL G-1



**SEALED DECK JOINT**  
 DETAIL W-1

**AS BUILT PLANS**  
 Contract No. 12-08642Y  
 Date Completed \_\_\_\_\_  
 Document No. 00000001

No. 12 Built Corrections  
**AS BUILT**  
 CORRECTIONS BY: J.H. 3 12 66  
 CONTRACT NO. 12-08642Y  
 DATE 10-14-66

MODIFIED STANDARD		STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS	
CALIFORNIA AQUEDUCT BRIDGE (DEL PUERTO CANYON ROAD)			
STANDARD DETAILS NO. 1			
DATE	REV.	BY	CHK.
10-14-66	1	J.H.	J.H.

Check Tracing in change  
 28.2 11-11-63

Rev. added plate  
 10-14-61

Revised drawings  
 12-11-61

Word 2 notes to  
 10-14-61

changed post  
 12-11-61

defined expansion  
 12-11-61

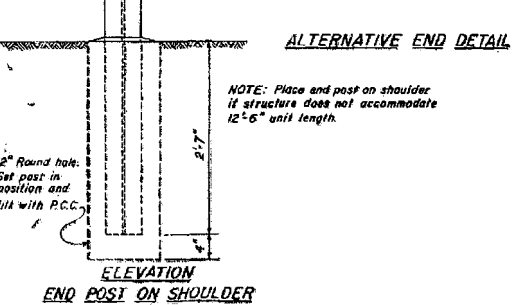
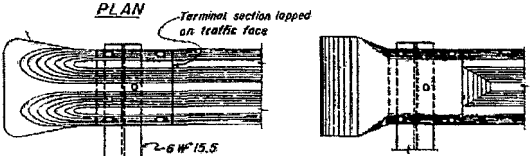
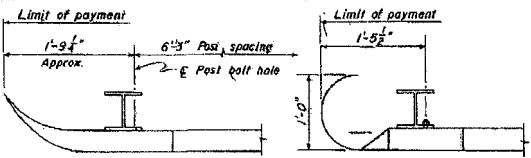
12" Round hole  
 12-11-61

Set post in  
 12-11-61

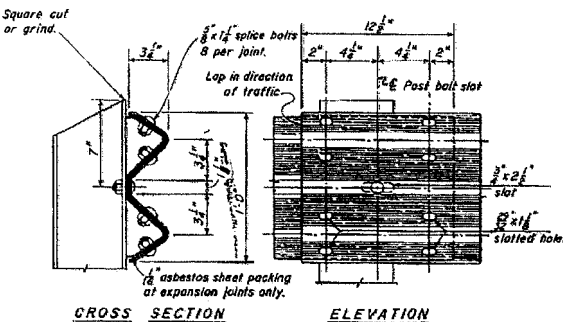
fill with P.C.C.  
 12-11-61

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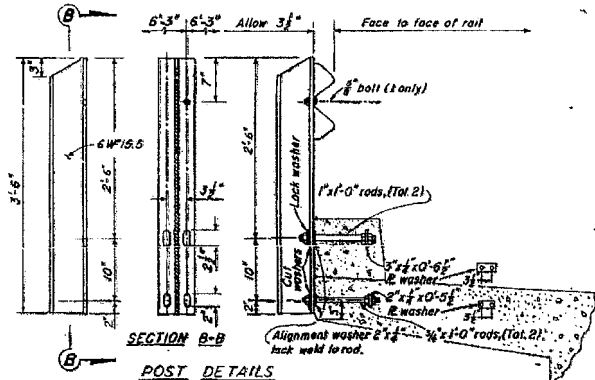


NOTE: Place and post on shoulder if structure does not accommodate 12'-6" unit length.



RAIL SPLICE  
 Scale: 3"=1'-0"

**Notes:**  
 At rail splice nearest expansion joint in bridge deck, slot holes in movable section of rail to allow some amount of movement as is provided in bridge deck. Place 1/8" asbestos sheet packing between rail elements. Adjust bolts to provide sliding fit and set threads.  
 Use 3'-6" posts whenever possible. All anchor rods to have hex. nuts. Provide lock washers for top anchor rods. Weld 2 1/2" x 4 1/2" plates on 6" posts when using 1 1/2" anchor rods. Contractor to provide metal shims to align posts. Space posts to clear expansion joints by 1'-0" min. to E post. Posts and anchors to be galvanized after fabrication. Railings on retaining walls to be placed after walls are backfilled. Bend rods if necessary to maintain minimum clearance on super-elevated slabs.  
 6H22.5 posts may be substituted for 6WF15.5 posts at Contractor's option.  
 2 1/2" x 4" x 1/4" plates shown on 6WF15.5 posts not required on 6H22.5 posts.



**AS BUILT PLANS**  
 Contract No. 10-070637  
 Date Completed  
 Document No. 00000051

No. 12 Built Corrections  
**AS BUILT**  
 CORRECTIONS BY 3 Jochem  
 CONTRACT NO. 10-070637  
 DATE 12-14-66

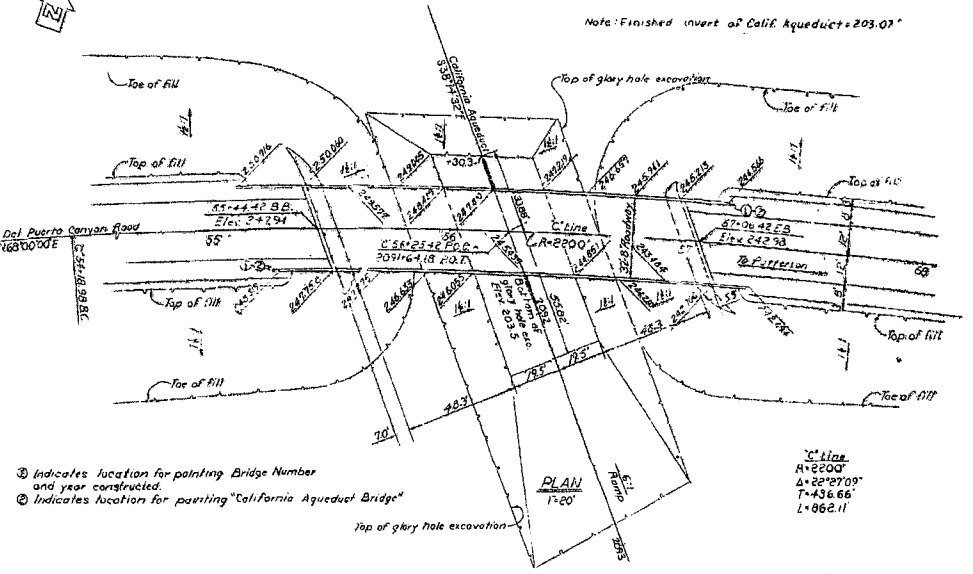
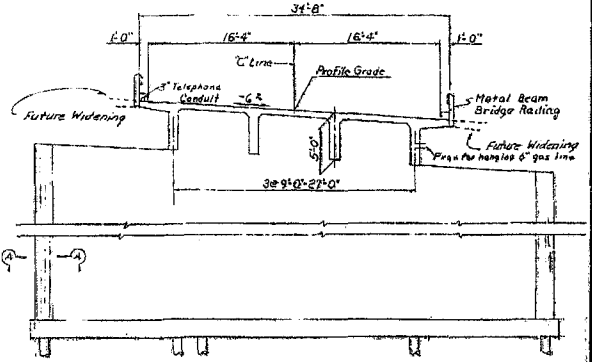
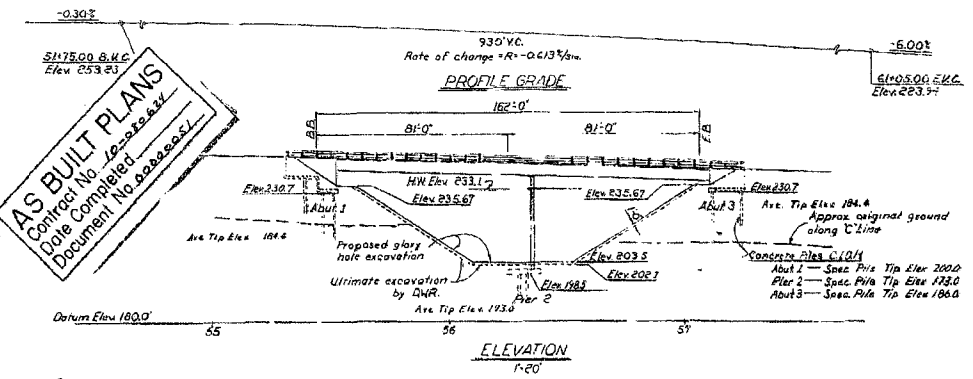
4/64	STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS	X3-B-02
CALIFORNIA AQUEDUCT BRIDGE (DEL PUERTO CANYON ROAD)		
METAL BEAM BRIDGE RAILING		
38C-93	34C-1-B	10/21/62



I-005(20) 433

ITEM	QUANTITY	UNIT	PRICE	TOTAL
STRUCTURE EXCAVATION (BRIDGE)	570	C.Y.		
STRUCTURE BACKFILL (BRIDGE)	335	C.Y.		
PREVIOUS BACKFILL MATERIAL	15	C.Y.		
14" C.I.D. W. CONCRETE PILING	7,000	L.F.		
"CLAS" "A" CONCRETE (BRIDGE)	590	C.Y.		
WATERSTOP	46	L.F.		
BAR REINFORCING STEEL (BRIDGE)	101,000	LB.		
METAL BEAM BRIDGE RAILING	120	L.F.		

**AS BUILT PLANS**  
 Contract No. 10-0926-27  
 Date Completed  
 Document No. 00000001



**TYPICAL SECTION**  
 3/4"=1'-0"

**INDEX TO PLANS**

SHEET NO.	TITLE
1	General Plan
2	Foundation Plan & Grid Grades
3	Abutment & Pier Layout
4	Abutment & Pier Details
5	Type & Reinforcing Wall
6	Retaining Wall Details No. 1
7	Typical Section & Center Layout
8	Order Reinforcement
9	Standard Details No. 1
10	Metal Beam Bridge Railing
11	Log of Test Borings

Permanent reference elevations taken on copper nails set in concrete curb at designated locations.

**AS BUILT**  
 F.H.F. 3-12-68  
 CORRECTIONS BY E. Jochim  
 CONTRACT NO. 10-080626  
 10-18-66

③ Indicates location for painting Bridge Number and year constructed.  
 ② Indicates location for painting "California Aqueduct Bridge"

FOR GENERAL NOTES SEE "Foundation Plan & Grid Grades"

DESIGN SECTION	NO.
2	

STATE OF CALIFORNIA	DEPARTMENT OF PUBLIC WORKS	DIVISION OF HIGHWAYS
CALIFORNIA AQUEDUCT BRIDGE (DEL PUERTO CANYON ROAD)		
LOCATED 3 MILES WEST OF PATTERSON		
GENERAL PLAN		
SCALE AS NOTED	BRIDGE 38C-53	FILE DRAWING 38C53-1

83

DATE	11/17/55
BY	[Signature]
CHECKED	[Signature]
SCALE	AS SHOWN

**GENERAL NOTES**

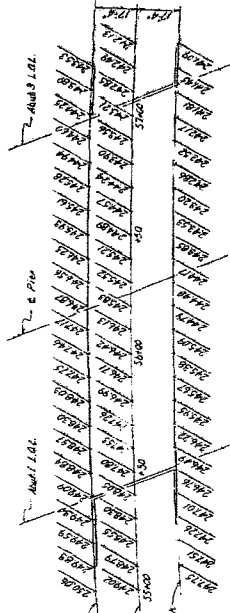
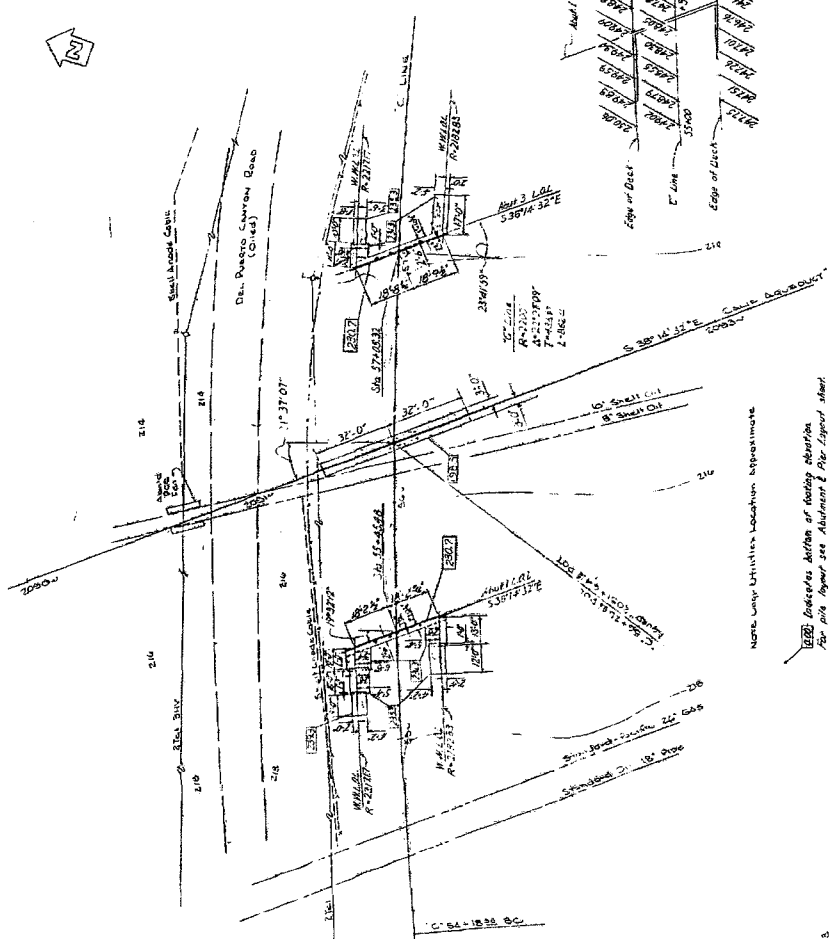
Specifications: L.S.H.O. under B61 with sections and as supplemented by Bridge Planning and Design Manual

PILE LOCATION: 1120-516-44 and Alternative

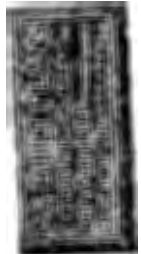
UNIT STRAINS: A-20,000 psi  
n=10  
A-1200 psi

PILE CAPACITY: 45 Tons Type: CLDX

No. 2 Dev'l. Corrections  
**AS BUILT**  
CORRECTIONS BY: P.H.F. 3-24-60  
CONTRACT NO. 10-06-06-018  
DATE: 3-27-55



Note: Elevations are figured under 16 profile line of 10' format along 1" line. These elevations do not include camber.



MAN: 218  
11/17/55  
11/17/55  
11/17/55

DESIGN SECTION	
PROJECT	CALIFORNIA AQUEDUCT BRIDGE
DATE	11/17/55
BY	[Signature]
CHECKED	[Signature]
SCALE	AS SHOWN

FOUNDATION PLAN & GRID GRADES	
SCALE	1"=20'
DATE	11/17/55
BY	[Signature]
CHECKED	[Signature]

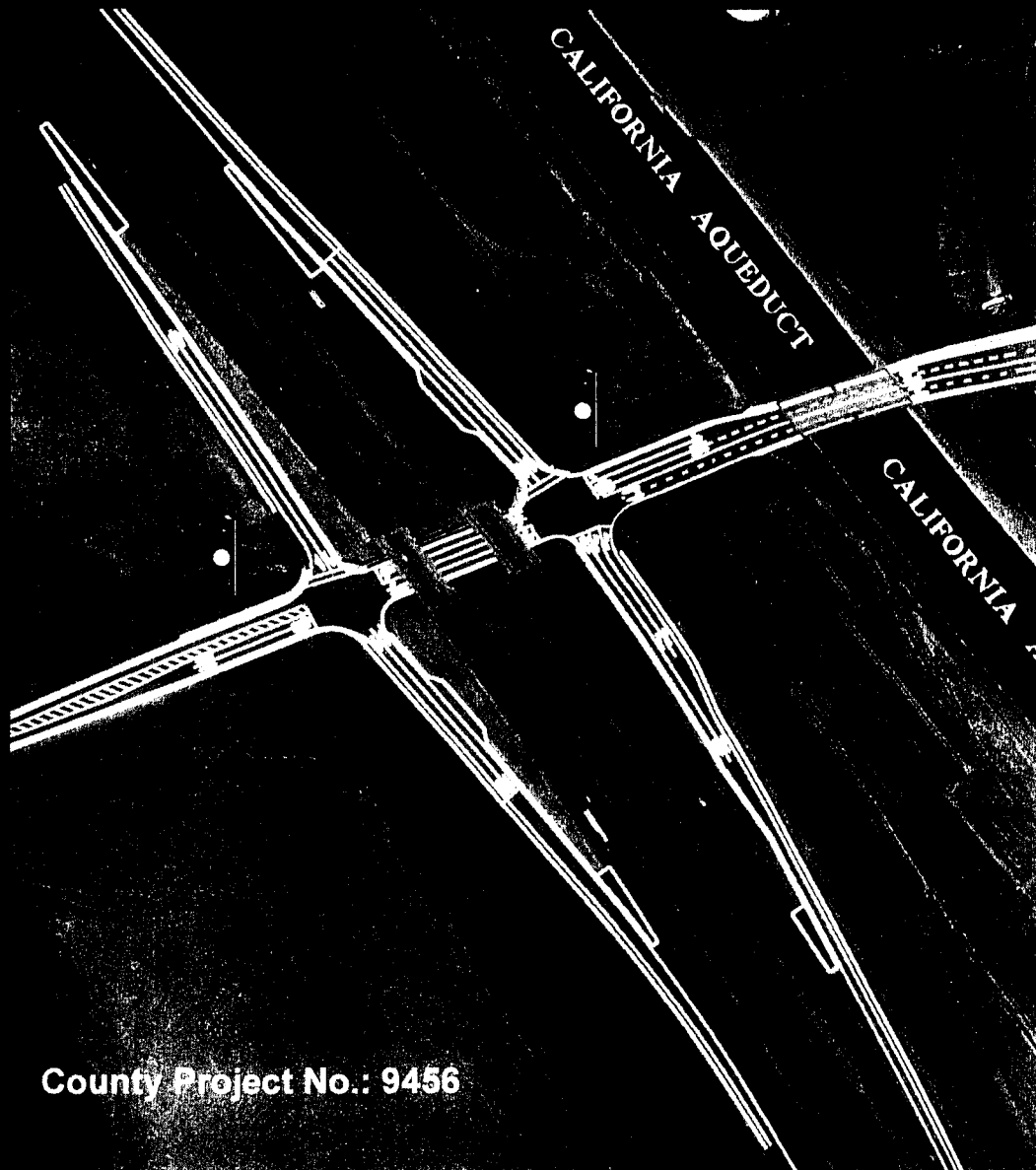
**EXHIBIT B**  
**CONSULTANT'S RESPONSE**

Prepared for: Stanislaus County Department of Public Works  
August 22, 2014

**NCM**

# Sperry Road at Interstate 5 (I-5) Interchange Project

All-Inclusive Services for PA & ED



County Project No.: 9456

## Detailed Scope of Work

The NCM team has developed a comprehensive scope of services using the Caltrans Workplan Standards Guide for Capital Outlay Projects release 11.0, dated July, 2014. By following these standards, our team will ensure the success of the project as the Work Breakdown Structure (WBS) clearly defines all tasks necessary for completion of projects in State right of way. In addition, using these Caltrans standards will facilitate scope review and approval by Caltrans oversight.

### 100 Project Management

The NCM project manager will undertake a proactive, solutions based management approach that will include facilitation of meetings, directing, supervising and coordinating the work, implementing the NCM QC/QA process and maintaining budget, scope and schedule.

NCM's project implementation is geared toward quickly identifying and resolving project issues and meeting established goals. It is tailored for individual projects as specific needs are identified. The organizational structure was developed to address this multidisciplinary project. This process features:

- Initiation and Planning
- Execution and Control
- Administration

#### 100.10 Project Management PA&ED Component

##### 100.10.05 Initiation and Planning

Upon receipt of a notice to proceed for the project, NCM would initiate the internal project control and administration tools necessary to manage the project. These tasks include:

- Initialize project accounting
- Order necessary insurance certificates
- Set up the project filing system
- Finalize the work breakdown structure and project schedule
- Complete the project communication plan
- Develop the project specific quality assurance plan
- Develop the project specific risk management plan
- Document the project CAD standards
- Issue subconsultant agreements
- Organize and schedule a project kickoff meeting

### Communication Plan

NCM's project manager will serve as our single point of contact for the Sperry Road at Interstate 5 Interchange project. In this capacity he will be responsible for:

- Serving as primary contact with the County and other agencies, as required, to meet project needs.
- Managing the NCM team, including the authority to make decisions on behalf of the team and to commit corporate resources to meet project requirements.
- Scheduling and internally coordinating the team's work.
- Ensuring that the project's technical/professional and contractual requirements are thoroughly fulfilled.
- Establishing clear lines of communication both internally and externally.
- Chairing all progress meetings and being the primary respondent to the County.
- Initiating and maintaining a quality management program tailored to the project.
- Managing an effective project controls system that delivers high quality work on time and under budget

The effectiveness of our communication with the County and all project participants is crucial to a successful project. NCM is dedicated to fostering a productive communication process and to providing proactive design issue resolution, working as an extension of County staff. NCM will prepare a project communications protocol that will be disseminated to the project staff and copied to the County.

### Quality Assurance and Quality Control

**Edward Ng, PE**, will be responsible for quality assurance/quality control. The time devoted to QA/QC is anticipated to be approximately three percent of the total effort for the Project. NCM principals have a long-standing commitment to quality and have made it a core part of the company's culture. Upon notice to proceed, NCM would develop a project-specific quality assurance plan. This plan specifically addresses the needs and challenges of the project. The quality assurance plan includes the following items:

- QA/QC organization chart, description of responsibilities, and program description
- Client-mandated quality requirements
- Summary of subconsultant QA program and oversight requirements
- Identification of key quality issues and actions
- List of controlled documents

- Assignment of QA/QC reviewers for quality-controlled products
- List of implementing procedures
- Plan for adherence to client procedures, standards, and guidelines
- Identification of project-specific QA training

#### **Oversight of subconsultants**

NCM believes that all subconsultants are an extension of its organization. For this reason, a critical element of the QA program is ensuring that each subconsultant has an approved QA plan that is consistent with the project quality requirements, demonstrably effective, and practical to implement.

The NCM quality program has an extensive QA program procedure for its subconsultants. This procedure requires the review and approval of each subconsultant's QA plan, and includes a system for rating subconsultant performance.

NCM bases its selection and oversight of subconsultants on several factors, including the firm's experience with and knowledge of each subconsultant's performance; the complexity of the tasks that are to be performed; and client-specified requirements.

#### **Risk Management**

NCM principals, having worked directly for Caltrans throughout their careers, have gained a thorough understanding of Caltrans Risk Management protocols and procedures. As such, NCM utilizes a similar risk management approach to that used by Caltrans. The NCM risk management approach includes a process for identifying, assessing, managing and monitoring risks associated with project delivery processes, involved agencies and stakeholders, and project components and features. For the Sperry Road at Interstate 5 Interchange project, NCM will develop a project specific risk management plan with the following elements:

- Protocol for identification of project risks, including risk register/matrix for documenting and monitoring status
- Process for assessing the type(s) of impact, probability of occurrence and level of impact to the project scope, schedule and/or cost
- Processes for developing mitigation strategies and monitoring the status of each risk
- Identification of technical/independent reviewers for highly technical or critical path engineering design/documents and for critical path environmental studies and documents

The risk management plan will also contain a full contact list for the project decision team and will define specific agency decision makers for each risk identified.

#### **100.10.10 Execution and Control Coordination & Meetings**

NCM will perform coordination and meeting-related tasks for the duration of the project. The tasks will include:

- Coordinate with the County and the project team in order to define key issues and goals; prepare the final project scope of work, schedule, and work plan
- Hold monthly project development team (PDT) coordination and status meetings; prepare agenda, meeting minutes, and action items
- Document decisions/activities required to keep the project on schedule
- Identify challenges that may impact items of work and, therefore, schedule and budget
- Discuss recommendations and solutions to address issues and keep project on track
- Coordinate the work of the consultant team with activities performed by the City resources to maintain performance within the budget limitations
- Perform quality assurance of all deliverables

PDT meetings will be held to track the overall project and facilitate the flow of information between the County and the NCM team. Agendas, minutes showing action items, submittal logs, and data request logs will be prepared by NCM within five working days of the meeting. The kickoff meeting will be considered the first PDT meeting, and will be used to transfer relevant existing information to the appropriate design team members. Up to 30 PDT meetings are assumed based on the preliminary schedule. It is anticipated that PDT meetings will be scheduled as more focused meetings to discuss specific technical and environmental aspects of the project. For focused meetings, attendance will be limited to those team members directly involved or impacted by the subject matter.

#### **100.10.xx Administration**

NCM will perform administrative tasks for the duration of the project. The tasks will include:

- Prepare monthly invoice and progress reports
- Address progress of work, including updates to project schedule
- Prepare a critical path method (CPM) schedule using Microsoft Project format

- Identify primary tasks and define estimated start and completion dates
- Update the schedule at significant milestones and as required to keep the team informed of potential

### **Master CPM Schedule**

A master CPM schedule will be prepared by NCM within the first two weeks following issuance of the notice to proceed. The schedule will include major project milestone dates and agency review periods for project submittals. Prior to each progress (PDT) meeting, the CPM schedule will be reviewed against project progress, and an action plan will be developed if necessary to ensure the project stays on schedule. The schedule will be updated monthly and distributed at the monthly PDT meetings and submitted with monthly invoices.

### **Project Administration**

Project files will be maintained for the duration of this project. Status reports and billing statements will be prepared following the end of each calendar month. This task includes preparation and distribution of meeting minutes, project correspondence, billings and submittals and assumes a project timeline of 2-1/2 years.

*100.10 Deliverables:* Communication, Quality Assurance, and Risk Management Plans, monthly progress reports, schedule updates and invoices, and meeting agendas and minutes.

## **160 Preliminary Engineering Studies**

### **160.05 Updated Project Information**

The NCM team will collect data from previous studies and relevant adjacent projects and will review and assess the data to identify any additional information that may be needed during the preliminary engineering and environmental studies.

### **160.10 Engineering Studies**

#### **160.10.10 Traffic Forecasts/Modeling**

##### **Develop Traffic Forecasts**

TJKM will take a lead role in performing the necessary traffic forecasting activities. We have completed many modeling projects with Caltrans and are fully aware of the expectations and requirements of the modeling work. This work will utilize the StanCOG countywide travel demand model and will be conducted in close consultation with County, City, StanCOG and Caltrans staff. Forecasts will be developed for Encroachment life (5-10) year, expected opening year and the proposed design year (2040), and for the No Build and Build alternatives. Future year No Build will include any assumed baseline roadway

improvements as agreed to. Specific activities to be performed include:

- Review StanCOG Regional Travel Demand Model – As it relates to the study area, review the current model network and recommend modifications to the existing and future networks as necessary to ensure the networks are coded correctly and in sufficient detail to provide reasonable traffic projections in the study area. These recommendations will be submitted to the County, the City of Patterson, and StanCOG for concurrence prior to any modifications being made to the model. TJKM is currently working with the StanCOG model for the Crows Landing Project so we are very familiar with the model.
- Document study area model validation – Run the base year model and compare outputs to observed conditions within the study area. These results will be documented in a memorandum for submittal to and acceptance by Caltrans. This subtask does not include making modifications to the base year model if the validation is not deemed acceptable.
- Define alternative coding requirements – Identify any model network modifications necessary to reflect the assumed future No Build (assumed baseline improvements) and proposed Build alternatives. These proposed modifications will be submitted to the County, City of Patterson and StanCOG for concurrence prior to any modifications being made to the model.
- Conduct future year model runs and review model outputs – Once the necessary model network modifications are made, run the future year AM and PM peak period models for the No Build and Build alternatives. Review the demand forecasts for reasonableness with respect to growth levels and the re-distribution of traffic under the Build alternatives.
- Perform post-processing adjustments – Outputs from the Model will not be used directly in the operational analysis. Instead, changes in the demand between the base and horizon year Model models will be added to existing traffic demands. A critical element of this process will be "balancing" of the forecasts to provide reasonable consistency in the traffic demand flows between adjacent facilities (i.e. balancing the departing demands at one intersection and approach demands at a downstream intersection).
- Forecast technical memorandum – The future year traffic demands for each alternative will be documented in a Technical Memorandum. This memo

will include methodology for adjusting the model output provided by the StanCOG Model to develop the adjusted traffic demands that will be used for the traffic analysis. This memorandum will be submitted to the County, City of Patterson, StanCOG and Caltrans for review and acceptance.

#### **Develop Future Year Traffic No Build Synchro Models**

Develop AM and PM peak Synchro models that reflect No Build conditions for the opening year and future design year (20 year or 2040). Specific steps in this task include:

- Update models to reflect future year assumed baseline improvements, traffic demand inputs, and ramp metering inputs – These models will build from those developed in previous tasks, and will incorporate the baseline roadway improvements and the traffic demand forecasts developed in earlier task.
- Conduct preliminary model runs – Once the models have been updated, they will be run and checked for reasonableness. As necessary, adjustments to the model inputs or parameters will be made.
- Present preliminary results – The 2040 No Build models will be presented to the County, the City of Patterson, StanCOG, Caltrans and stakeholders for review and acceptance. Based on any comments received, refinements will be made.
- Generate 2040 No Build MOEs – The refined No Build models will be re-run and a full set of MOEs generated.

#### **Develop Future Year Traffic (Day of Opening and 2040) Build /Synchro Models**

TJKM will use the Synchro model to evaluate up to three build alternatives, and generate MOEs for comparison to the future year No Build conditions. The results from this model may then be used to assess other design alternatives or refinements. Specific steps in this task include:

- Define Build alternative design – Our Team will work with the County, City of Patterson and Caltrans to define the alternative Build design to the level of detail needed to support the modeling.
- Code future Year Build Synchro models – The No Build models developed earlier will be modified to reflect Build designs. The model demand inputs will also be modified, as necessary, to reflect Build conditions.
- Conduct model runs – Once the models have been updated, they will be run and checked for

reasonableness. As necessary, adjustments to the model inputs or parameters will be made.

- Present preliminary results – The 2040 Build results will be presented to the County, City of Patterson, StanCOG, Caltrans and stakeholders for review and acceptance. Based on any comments received, refinements will be made.
- Generate Day of Opening and 2040 Build MOEs – The refined Build models will be re-run and a full set of MOEs generated

*160.10.10 Deliverables:* Traffic Forecasting Memorandum – Draft and Final.

#### **160.10.15 Geometric Plans for Project Alternatives:**

For up to four alternatives as described in the body of our proposal, NCM will develop horizontal and vertical geometry, cross sections, typical sections, superelevations and study construction staging. Geometric design will be based on the Highway Design Manual and County and City Standards.

*160.10.15 Deliverables:* Geometric plans for project alternatives.

#### **160.10.25 Hydraulics/Hydrology Studies**

The NCM team will conduct a preliminary Drainage Impact Study to determine existing hydrology and drainage systems within the Project area. The impact of the Project improvements will be documented, and recommendations for conceptual drainage improvements will be included in a technical report. The planning-level cost estimate for drainage improvements will also be included in the report.

*160.10.25 Deliverables:* Drainage Impact Study Report – Draft and Final.

#### **160.10.35 Traffic Operational Analysis**

##### **Define Existing Traffic Conditions**

Prepare a summary of existing traffic operating conditions within the study area during the weekday AM and PM peaks. This task is comprised of the following key subtasks:

- Data Collection
  - Compile background data from available traffic information related to the study corridor from existing sources. Relevant information may include traffic volumes, congestion patterns, travel times and speeds, truck volumes, and collision rates. Existing sources may include Caltrans Truck Volume Book, TASAS accident database, SWITRS and other recent regional and local studies. As mentioned earlier, TJKM



has collected recently intersection volumes and truck volumes near the interchange.

- Conduct study area field reconnaissance visits during each analysis period. The purpose of these field reviews is to verify field conditions (e.g. lane geometrics, traffic control, ITS/TOS elements, and signing), and ensure an in-depth of understanding key operational issues, bottleneck locations and existing queues, and traffic flow patterns.
- Safe Pedestrian and Bike Access. It is important to provide safe access for pedestrian and bicycles. Our Team has extensive experience from working on similar projects, is fully aware of the pros and cons of different options evaluated for the project. We will work from start to identify different options and in consultation with City staff identify the best option to provide safe pedestrian and bicycle access. We will also have community involvement early on so that the input from the community can be taken into consideration during the PA&ED phase of the project.
- Develop Traffic Demand Estimates – Traffic counts and observations of bottlenecks and queuing will be used to estimate a set of balanced, hourly travel demand volumes for the freeway mainline, ramps and adjacent intersections.
- Develop Existing Conditions AM and PM Peak Hour Synchro Models – using the data compiled or collected in this task, our Team will develop AM and PM peak hour Synchro models encompassing all study intersections and freeway segments and will then use these models to generate level-of-service (LOS) for each intersection taking into account vehicles, pedestrians and bicycles.
- Prepare Existing Conditions Technical Memorandum to summarize the existing traffic operational conditions, including study intersection LOS and accident history, as part of a Technical Memorandum.

#### **Develop Existing Traffic Conditions Synchro Model**

Develop AM and PM peak period Synchro models that simulate existing conditions. Steps in this task include:

- Code Synchro Model Network to reflect the study area boundaries defined.
- Calibrate/Validate Model – Traffic operational models will be calibrated/validated to replicate existing conditions based on the data collected and field

observations to agreed upon calibration/validation requirements in the earlier task.

- Generate MOEs – Use outputs from the models developed in this task, along with collected data to field observations to describe existing conditions.
- Review models – Present the model and outputs to the County, the City of Patterson, Caltrans and Stakeholders for review. Based on any comments received, refinements will be made and the models re-run.

Document the model development and calibration process – Summarize the existing condition model development and calibration as part of a Technical Memorandum. This memo will identify any adjustments made to the model default parameters (i.e. base factors, speed, capacity, traffic fleet composition, link specific sensitivity factors, etc).

#### **Traffic Operational Analysis**

The purpose of this task is to provide travel forecasting and traffic operational analysis services to support the preparation of the Environmental Document (ED). This will include preparation of a Traffic Operations Analysis Report (TOAR).

The scope of work and associated budget assumes the following:

- Analysis will be conducted for both the weekday AM and PM peak periods (2 to 3 hours) to take into account peak spreading along the corridor.
- In addition to existing conditions, analysis will be conducted for the following:
  - Encroachment life (5-10) year,
  - Opening year,
  - No Build and
  - Design horizon (20 year – Assumed to be 2040)
- Forecasting activities will be performed using the STANCOG travel demand model. Activities will be performed with STANCOG involvement for regional consistency.
- The study area facilities will include the segment of I-5 segment north and south of Sperry Avenue plus the following intersections:
  - Sperry Ave/I-5 NB Ramp
  - Sperry Ave/I-5 SB Ramp
  - Sperry Ave/Rogers Road

- For the study freeway segment, the traffic analysis model will be developed using HCM 2010 for the operational analysis. The model will encompass the study freeway segment and will include the freeway mainline and all ramps.
- Ramp metering, where applicable, will be simulated.
- For the arterial intersections, a Synchro model will be developed covering the weekday AM peak hour and PM peak hour.
- The results from these models may then be used to assess other design alternatives or refinements.
- Level of service analysis at the study intersections will be conducted taking into account pedestrians and bicycles. Analysis for pedestrians and bicycles along Sperry Avenue will be conducted to provide safe pedestrian and bicycle access.

#### **Confirm Traffic Operational Analysis Requirements**

In consultation with the County, the City of Patterson, and Caltrans TJKM will confirm the traffic operational analysis methodology. Specific analysis processes and procedures to be addressed in this subtask include:

- Confirm Horizon Year(s);
- Define Future Year Baseline Network assumptions, including those related to ramp metering;
- Confirm analysis network and boundaries for operational analysis modeling;
- Confirm analysis methodology/tools;
- Confirm operational model calibration/validation requirements; and
- Review Measures of Effectiveness (MOEs).

#### **Prepare Traffic Operations Analysis Report**

Prepare a Traffic Operations Analysis Report summarizing the traffic operational analysis results for the I-5/Sperry Avenue interchange subarea in a format suitable for inclusion within the Environmental Document. This task will involve documentation of the results from tasks completed earlier. At a minimum, the report will have the sections identified below and all the informational memorandums, technical memorandums, and backup calculations included in Appendices.

- Introduction
- Existing Traffic Conditions
- Future Traffic Forecasts
- Evaluation of Alternatives
- Recommendations

Our Team will prepare an administrative draft report for review by the County, City of Patterson, StanCOG and Caltrans. We will meet to discuss the administrative draft report, will address all comments, and prepare a draft report for submittal.

*160.10.35 Deliverables:* Traffic Operations Analysis Report – Draft and Final.

#### **160.10.40 Updated Right of Way Data Sheet**

Identify and assess R/W requirements for alternatives to identify potential impacts and to support preliminary R/W cost estimates. NCM will develop R/W requirements exhibits for each alternative with all APN's shown in addition to areas for takes and easements.

Based on the right of way requirements, the NCM team will develop right of way data sheets for each alternative studied during PA&ED. The team includes Overland Pacific and Cutler (OPC) to develop preliminary right of way cost estimates and to sign the right of way data sheets. OPC has real estate professionals who meet the Caltrans requirements for signing the data sheets.

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

1. Take an inventory of the affected properties.
2. Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
3. Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions.
4. Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
5. Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial acquisitions) damages to the remaining parcel, using created data sets from various real estate value databases.
6. Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
7. Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.

8. Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
9. Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
10. Prepare the latest Caltrans Right of Way Data Sheet according to the Caltrans Right of Way Manual.
11. Provide QA/QC of final work product, submit to client and other Project Team members and respond to inquiries.

This scope of work assumes that four design alternatives will be analyzed and that as many as eight parcel impacts will be valued per alternative. Thus, performance of the above tasks will result in the completion of four preliminary right of way cost estimates and four Caltrans Right of Way Data Sheets (one per design alternative). Lastly, it is assumed that one update will be required within one year of the original estimates, and will not require updates to market values. If an update is needed after one year has passed since submittal of the original estimates, or if updates to market values are requested, additional fees may apply.

*160.10.40 Deliverables:* Right of way requirements exhibits and data sheets.

#### **160.10.45 Utility Locations Determined for Preliminary Engineering**

Send Notice to Owner regarding the project and request utility information and verify mapping. Identify potential conflicts with alternatives and associated relocation costs/responsibilities. The first step for the utility research and mapping process is to identify the utility service providers that may be impacted by the proposed project. NCM will prepare a list of potentially impacted utilities using, 1) the City and County standard utility contact lists, 2) the list of utility subscribers to the local Underground Service Alert (USA) service, 3) the list of utility providers that NCM has assembled over the years, and 4) the utility contact information posted on existing facilities in the vicinity of the project. The following is a brief description of the utility research process:

**Utility Letter A** – Immediately upon the receipt of the Notice to Proceed, NCM will send out the Utility Letter A to the utility companies. The A Letters will provide a description of the proposed project scope and limits, and will formally request as-built documents and verification of the nature and location of existing utility facilities within the

project limits. The documentation received from the utility companies will be reviewed and field verified. If necessary, follow-up communications with the utility companies will be made to clarify the size, type and extent of the existing facilities. NCM will compile the existing utility information onto an AutoCAD electronic “utility” drawing file tied into the project horizontal control and referenced to the project base mapping.

A utility contact summary sheet will be maintained that will include pertinent information for each utility such as the contact person, address and telephone numbers, description of utility’s facilities, dates that the Utility Letters described above are sent, a summary of each utility’s response to the Utility Letters, etc. NCM will frequently update the utility contact summary and provide copies as necessary to the County. In addition, NCM will update the “utility” drawing file to include information gathered during the topographic surveying and mapping task.

*160.10.45 Deliverables:* Utility A-letters.

#### **160.10.55 Multi-Modal Study**

This task includes background research and review of City and County planning documents to ensure that alternatives include adequate facilities to address all anticipated transportation modes.

#### **160.10.70 Traffic Studies**

Prepare preliminary traffic design and provide recommended lanes, shoulders, storage lengths, and control measures for the project alternatives.

Conduct Safety Analysis that Compiles and analyzes recent historical traffic collision records and make safety feature recommendations as appropriate.

Perform a Traffic system and signal system review and recommend intersection control devices and signal phasing if appropriate.

#### **160.10.75 Updated Materials Information**

For this task, the NCM team will perform the following work to associated with the Materials Information and Lifecycle Cost Analysis studies:

- Visit the site to mark out the proposed boring locations in white paint and call USA North Dig Alert a minimum of 72 hours prior to the start of the field investigation work to identify potential underground conflicts.
- Obtain an encroachment permit to perform work within the County’s right-of-way (at no cost).
- Have previously obtained (by others) permission to enter the State (DWR and Caltrans) and County,

property adjacent to the Project to perform the soil boring work.

- Take up to five (5) pavement cores to determine the existing structural pavement thickness (asphalt concrete and aggregate base). Native subgrade soil samples will be obtained to visually classify and perform laboratory testing. Due to the narrow roadway at the bridge locations, traffic control consisting of single lane traffic with flaggers (Caltrans RSP T-13) will be required to perform the pavement coring work.
- Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of R-value testing, corrosive potential, and plasticity.

The descriptions of the measured structural pavement (asphalt concrete and Class 2 and/or Class 3 base) will be presented on pavement core logs.

A Preliminary Materials Report will be prepared which will provide the following general information for the roadway portions of the project at this stage of study:

- Overall project description.
- Scope of work performed for this study.
- A discussion of the regional and local geology from using the readily available published geology and As-built soils information for the project.
- A discussion of the existing structural pavement sections based upon any As-built data and the results of the paving core data and economical methods of rehabilitation/recycling of the existing pavement sections using the traffic data.
- A discussion of the site soils corrosive potential to buried concrete and metal for use in cost determination of new storm pipes and type of concrete/clear cover to reinforcing steel.
- Identify sources of borrow, aggregate base, hot mix asphalt, and Portland cement concrete with the distance to the project site for better cost estimating taking into account travel time and trucking costs.

A Lifecycle Cost Analysis will be prepared for the project pavements in accordance with the Caltrans 2013 LCCA Procedures Manual to compare costs of pavement options over a long analysis period to identify the best strategy to rehabilitate the roadway structural pavement sections.

*160.10.75 Deliverables:* Preliminary Materials Report – Draft and Final.

#### **160.10.80 Updated Geotechnical Information**

The NCM team will prepare a Preliminary Geotechnical Design Report in accordance with the 2006 Caltrans Geotechnical Design Report Guidelines to provide preliminary structural pavement sections, Standard Plan foundation recommendations, and general cut and fill recommendations for use in cost estimations to be included in the Project Report. The report will include:

- An overall project description.
- Scope of work performed for this study.
- A discussion of the regional and local geology from using the readily available published geology and As-built soils information for the project.
- A discussion of the existing interchange and roadway cuts and fills with regard to existing slope and cut stability from a visual observation perspective.
- A discussion of any steepening or widening of existing cut or fill slopes with regard to stability and erosion.
- A discussion of the types of foundations which are applicable for the site soils based upon As-built soils data for any Standard Plan structures.
- A discussion of trench excavation support and the suitability of site soils to be used as trench backfill based upon As-built soils data.

*160.10.80 Deliverables:* Preliminary Geotechnical Design Report – Draft and Final.

#### **160.10.85 Structures Advance Planning Study (APS)**

This task includes development of an APS following Caltrans standards and guidelines for a structure to carry the southbound off-ramp traffic over Sperry Road for a reconfigured ramp as shown in Alternatives 3 and 4.

**Preliminary Bridge Foundation Report** – To support the APS, a Preliminary Bridge Foundation Report will be prepared in general accordance with the *2009 Caltrans Foundation Report Preparation for Bridges* to provide design and construction recommendations for the bridge replacement. The report will include the following:

- A description of the geotechnical work performed.
- A project summary and description of the proposed improvements.
- An overview of the field investigation performed as part of this study.
- A summary of the laboratory testing performed as part of this study.
- A discussion of the regional and site geology as it pertains to the proposed improvements.

- A discussion of the predicted scour and the impacts on the proposed foundations.
- A preliminary discussion of the regional seismology and assumed preliminary seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.6, November 2010.
- A summary and discussion of the available as-built information as it pertains to the proposed foundation selection.
- A discussion of the preliminary foundation recommendations for the proposed bridges taking into account the preliminary loading demands, site soil and rock conditions, environmental constraints, scour, and cost.
- A discussion of the additional field work and laboratory testing which would be required for final design.

An APS report will be developed to cover both alternatives. The report will include discussion of existing structures within the project limits, feasible structure types, clearances, utilities, aesthetics, foundation issues, hazardous materials and structure costs. APS drawings will be developed for each of the two alternatives and the drawings will show plan, elevation and typical section views with all controlling dimensions shown and proposed structure components and types identified. NCM will coordinate with Caltrans Office of Special Funded Projects in Sacramento to obtain approval of the APS.

*160.10.85 Deliverables:* Structures Advance Planning Study Memorandum – Draft and Final.

#### **160.10.95 Updated Preliminary TMP**

The initial task begins with preparation of a TMP datasheet or checklist. The primary purpose is to identify the proposed TMP strategies that may be included to minimize the traffic impacts of the planned work. Depending on the preferred alternative to be analyzed and the preferred process, other elements of the TMP could be analyzed at a later stage such as during the next stage. The following are assumed:

- Review and update TMP Data Sheet
- Collect additional data
- Coordinate with local agencies and determine feasibility of using surface streets for traffic diversion
- Develop traffic handling plans with local agencies
- Coordinate lane closures and determine impact

- Coordinate major closures with neighboring districts

*160.10.95 Deliverables:* Updated Preliminary TMP – Draft and Final.

#### **160.15 Draft Project Report**

This activity includes developing the text, exhibits and cost estimate required for a Draft Project Report, as well as development and approval of any design exceptions that were not addressed during the PSR phase.

##### **160.15.05 Cost Estimates for Alternatives**

The NCM team will develop preliminary cost estimates, with appropriate contingencies, for studied alternatives by summarizing: 1) construction costs, 2) potential environmental mitigation costs, 3) utility relocation/adjustment costs, and 4) potential right-of-way costs to include acquisition and relocation costs. The development of cost estimates requires consideration of the impacts of each alternative. A draft and final Preliminary Project Cost Estimate will be prepared for each studied alternative in accordance with Chapter 4 of the Caltrans' Project Report Guidelines.

##### **160.15.10 Fact Sheet for Exceptions to Design Standards**

The NCM team will identify mandatory and advisory design exceptions to the applicable design standards established by the City and Caltrans including preparation of Mandatory and Advisory Design Exception Fact Sheets per Caltrans format. Reduced standard features within the proposed recommended alternative will be closely coordinated with County staff to ensure acceptability compliance with state and federal requirements. NCM will coordinate with Caltrans for approval of Mandatory and Advisory Design Exceptions.

##### **160.15.20 Draft Project Report**

The NCM team will develop and circulate the Draft Project Report for County and Caltrans review and will update the report to incorporate comments received. NCM will coordinate the reviews and Caltrans approval.

*160.15 Deliverables:* Draft Project Report – Draft and Final.

#### **160.20 Engineering and Land Net Surveys**

##### **160.20.25 Existing Records**

The NCM team will research and review filed survey maps, deeds, and preliminary title reports for subject parcels, prepare *Monument Search Maps* (per Caltrans Surveys Manual Sections 10.6 and 10.7) and perform a field review. It is assumed that deeds reviewed will be those indexed by the Stanislaus County Tax Assessor and does not include review of deeds for tax-exempt parcels.

### 160.20.30 Land Net Surveys

The subject parcels for the project land net are identified as:

- Stanislaus County APN 021-025-018
- Stanislaus County APN 021-025-017
- Stanislaus County APN 021-025-014
- Stanislaus County APN 021-025-021
- Stanislaus County APN 021-025-024
- Stanislaus County APN 021-025-028
- Stanislaus County APN 021-028-037
- Stanislaus County APN 021-091-012
- California Aqueduct Right-of-Way (Within Project Mapping Limits)
- Interstate 5 Right-of-Way (Within Project Mapping Limits)
- Sperry Avenue Right-of-Way (Within Project Mapping Limits)
- Rogers Road Right-of-Way (Within Project Mapping Limits)
- Del Puerto Canyon Road Right-of-Way (Within Project Mapping Limits)
- Diablo Grande Parkway (Within Project Mapping Limits)

This task includes the following elements:

- Perform boundary field survey. These surveys will locate property corner monuments and other physical evidence of the subject parcel boundaries.
- Process and adjust boundary field survey data.
- Prepare Post Land Net Survey Monument Search Map (per Caltrans Surveys Manual Sections 10.10.3).
- Prepare Field Package (per Caltrans Surveys Manual Sections 10.9).
- Create Adjusted Land Net Field Survey (per Caltrans Surveys Manual Sections 5.4, 10.10 and 10.11.5).
- Prepare and file a record-of-survey map to meet the requirements of California Business and Professions Code Section 8762 and 8771.

### 160.20.35 Land Net Map

The NCM team will resolve subject parcel boundaries based on work performed as part of Existing Records task and Land Net Surveys task and prepare Land Net Map (per Caltrans Surveys Manual Sections 10.10.3).

Land Net Mapping assumptions are as follows:

- The location of public roads within the mapping limits will be based on information on filed survey maps within the project area and the survey of physical improvements. Boundary resolution will not include determining how road right-of-way is held by public agencies.
- The location and configuration of Interstate 5 right-of-way and the California Aqueduct right-of-way in the land net map will be based on filed survey maps and survey maps made available by Caltrans and the California Department of Water Resources.
- This task does not include review of preliminary title reports, mapping of easements / leases / encumbrances, special title research, or resolution of land title and boundary survey conflicts.

### 160.20.50 Control Surveys

Control survey tasks include:

- Perform static GNSS surveys and digital leveling field surveys
- Process and adjust survey control field surveys to establish primary and secondary control networks (per Caltrans Surveys Manual – Chapters 5, 8 and 9)
- Set project control monuments
- Prepare project control diagram
- Prepare and file survey control record of survey map. (This record-of-survey map will be prepared with the record-of-survey map prepared as part of the Land Net Map task.)

Control survey assumptions are as follows:

- No more than 4 control points will be set
- Presumes sufficient HPGN-D control stations are found within 30 miles of the project site

### 160.20.55 Photogrammetric Maps and Products

Development of photogrammetric maps and projects will meet the requirements of the Caltrans A-B-C submittal process and includes the following:

- Set and survey aerial targets
- Process and adjust field survey for aerial targets
- Prepare black and white orthophotography
- Prepare aerial topographic mapping at a horizontal scale of 1" = 40' with 1' contours

- Prepare a digital terrain model, 3D breaklines, contours, and spot elevations based on aerial photography

Orthophotography is not included.

#### **160.20.60 Engineering Surveys**

The NCM team will perform ground infill surveys to supplement and confirm aerial topographic mapping.

Ground surveys will include:

- Surveys of critical hardscape/streetscape as directed by the design team. Hardscape features within the Interstate 5 right-of-way will be surveyed from outside the traveled way using reflectorless total stations or terrestrial laser scanning
- Survey surface utility features and dip (obtain measure downs) at accessible surface utility features (catch basins, drop inlets, and manholes)

Ground infill surveys will be limited to 2 days of a 2 man field crew with related office support and drafting.

#### **160.20.65 As-Built Centerline Surveys**

This task includes work required to locate and document existing facility centerlines and preparing mapping of the as-built centerline alignments.

*160.20 Deliverables:* Land Net mapping in AutoCAD Civil 3D and hard copy, Survey Report outlining land net map construction, Project Control Diagram, Aerial Topographic Mapping in AutoCAD Civil 3D and hard copy.

#### **160.30 Environmental Study Request**

The NCM team will perform background research as necessary to complete the Environmental Study Maps in CAD format and projected into the State Plane coordinate system for efficient integration into GIS software.

#### **160.30.05 Maps for ESR**

Based on the Standard Environmental Reference (SER) – Environmental Handbooks Volumes 1, 2, 3, and 4, prepare maps that are necessary for publishing in the Environmental Documents/ Determination and related technical study reports. Mapping and plans include, but may not be limited to, the following:

- Project Vicinity Map
- Project Location Map
- Proposed Project/Alternatives Plans
- Project R/W and adjacent parcel mapping
- Proposed Biological Study Area Map
- Proposed Area of Potential Effects (APE) Map

#### **160.30.15 Property Access Rights for Environmental / Engineering Studies**

The NCM team will work with the County to obtain right of entry onto private property and City of Patterson right of way, and will obtain encroachment permits from Caltrans for right of entry onto State right of way.

*160.30 Deliverables:* Environmental Study Maps.

#### **165 Environmental Studies and Draft Environmental Document (DED)**

Environmental process and technical study tasks relevant to the project that will be performed by the NCM team are as follows:

#### **165.05 Environmental Scoping of Alternatives**

##### **165.05.15 Alternatives for Further Study**

The NCM team will work with the PDT to finalize conceptual alternatives that are to be carried through the PA&ED phase. It is assumed that this will be a workshop process during a PDT meeting.

#### **165.10 General Environmental Studies**

Prior to preparation of technical studies, the NCM team will prepare a brief work plan for each technical specialty, for submittal to Caltrans and the County. These work plans will ensure that expectations of technical reports, including format, content, and submittal requirements, are met. Each work plan will succinctly summarize the approach for each technical report and identify use of specific methodologies, software (where required), etc. Caltrans and the County approval of work plans will be required prior to beginning the technical studies.

#### **165.10.15 Community Impact Analysis Land Use and Growth Studies**

A Community Impact Assessment (CIA) will be prepared, consistent with the guidelines in the FHWA Technical Advisory T6640.8A, Caltrans CIA Handbook (1997), and other applicable guidance from the FHWA and the Caltrans SER Web sites. The study area for the socioeconomic analysis will be the area of influence based on changes in travel patterns and volumes as a result of the proposed project, generally confined to the project area along Sperry Road. Data from the United States 2010 Census, State Demographer, the Stanislaus Council of Governments (StanCOG), County of Stanislaus, and the City of Patterson will be used for these analyses. The CIA will evaluate the potential socioeconomic impacts of the proposed project, using current and forecasted demographic data (population, household size, household composition, housing, employment by sector, income, business, Environmental Justice populations, etc.).

Population characteristics will include ethnicity/race, income (focusing on low income), and transit dependent populations. Property and revenue related information including real estate values and assessed valuation, the local tax base, and other economic factors will be described, based on field reviews, available assessor's parcel information, and other publicly available information. The CIA will provide a description of existing, adopted, and proposed land uses on and in the immediate vicinity of the project site including employment and activity centers. Housing, employment, and population conditions in the vicinity of the project site will be described. Relevant demographic and land use information for the project study area will be mapped.

The discussion of socioeconomic impacts will address the potential project impacts on the residential population, including Environmental Justice populations, land use compatibility, neighborhood/community cohesion, property and sales tax revenue loss, employment impacts, community safety and security, and accessibility to community services and facilities. The CIA will also address the consistency of the proposed project with relevant local, regional, and State regulations and land use, transportation, and air quality plans. Pursuant to presidential Executive Order 12898, a statement will be included in the CIA identifying the potential project impacts related to Environmental Justice.

The CIA will provide recommendations to mitigate potential adverse impacts of the proposed project related to socioeconomics where feasible. The CIA will also provide recommendations to avoid, minimize, and/or mitigate potential adverse impacts of the proposed project related to socioeconomics will be identified where feasible.

#### **165.10.20 Visual Impact Assessment and Scenic Resource Evaluation**

The PEAR identified that the proposed project would require the preparation of a Scenic Resource Evaluation. A Scenic Resource Evaluation (SRE) will be required, as I-5 throughout Stanislaus County is Officially Designated as a State Scenic Highway. The NCM team will prepare a Scenic Resource Evaluation (SRE) in accordance with Caltrans SER Chapter 27 guidance and requirements of CEQA and related federal, state and local environmental regulations as applicable. A brief analysis suitable for identifying and documenting existing scenic resources in the project viewshed will be prepared. Because there is a general absence of sensitive viewers and viewpoints within the viewshed of the proposed project, the analysis will provide documentation and rationale for why a VIA-

level study is not needed. Tasks associated with the preparation of the SRE will include review of the project alternatives, a field visit to inventory the project area, preparation of the analysis and report, and review of the document by a landscape architect. This scope does not include the preparation of visual simulations. If required, simulations could be prepared under a separate scope of work and budget.

#### **165.10.25 Noise Study**

The 2002 PEAR identified the proposed project as a Type 1 Noise Project requiring the preparation of a Noise Study. The current Caltrans Traffic Noise Analysis Protocol dated May 2011 includes updated guidance than that used in PEAR. The Protocol indicates that "Receptors that are located beyond 500 feet from the project area do not need to be considered for analysis unless there is a reasonable expectation that noise impacts would extend beyond that boundary." The nearest land uses are commercial and are more than 1,000 feet from the nearest ramp. The nearest land use with frequent exterior activity is a pool associated with The Best Western Plus Villa del Lago, which is approximately 1,600 feet from the nearest ramp. Although the proposed project may be a Type 1 Noise Project, a detailed analysis is not required as there are no relevant receptors to analyze. The NCM team will prepare a technical noise memorandum which would include a detailed analysis of the potential construction noise impacts recommendation of abatement measures, as needed. Analysis requirements will be based on the sensitivity of the area and follow Caltrans guidelines and the Noise Ordinance specifications of the County.

#### **165.10.30 Air Quality Study**

The NCM team will prepare an Air Quality Analysis to address local and regional impacts on sensitive land uses. The analysis will be prepared in accordance with the Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and the San Joaquin Valley Air Pollution Control District (SJVAPCD) Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI, Revised January 10, 2002). Baseline and project setting meteorological and air quality data developed through the California Air Resources Board (ARB) and climatological and air quality profile data gathered by the SJVAPCD will be utilized for the description of existing ambient air quality. Most recent published air quality data from the air quality monitoring stations nearest to the project site for the past three years will be included to help highlight existing air quality in the vicinity of the project site. Other sources such as



regulatory documents, professional publications, and past experience in the project area will supplement background information. Based on SJVAPCD guidelines, quantification of construction emissions separate from the operational emissions is required. Therefore, construction emissions will be estimated based on construction information available and provided to the NCM team. In addition, standard dust suppression measures identified in the SJVAPCD guidelines will be identified to minimize construction impacts.

The proposed project will not generate new vehicular trips. However, regional trips currently using other routes may be attracted to use the completed project. Emissions associated with long-term operations from vehicle trips will be calculated with emission factors obtained from the ARB's EMFAC2011 model. Project related vehicle miles traveled (VMT) and vehicle hours traveled (VHT), if provided to LSA, will be used. It is not expected that the proposed project will have emissions associated with stationary sources.

The NCM team will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 8 receptor locations for the Existing, Future No Build, and each of the Build Alternatives. We will evaluate the proposed project's impacts to long-term particulate matter concentrations (PM<sub>2.5</sub> and PM<sub>10</sub>) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for Quantitative Hot-spot Analysis in PM<sub>2.5</sub> and PM<sub>10</sub> Nonattainment and Maintenance Areas (EPA, November 2013) and the Interim Guidelines on Air Toxic Analysis in NEPA Documents (FHWA, December 2012).

The proposed project is located within a region that is currently in nonattainment for the federal PM<sub>2.5</sub> standard. Therefore, Interagency Coordination with EPA, Caltrans, and FHWA is required for Transportation Conformity. A qualitative PM<sub>2.5</sub> analysis documenting that the proposed project would not violate/exacerbate air quality will be prepared and summarized in a memorandum. If through Interagency Consultation it is determined that the project is a project of air quality concern (POAQC), the NCM team will prepare a quantitative particulate matter analysis following EPA's Quantitative Particulate Matter Guidance. This qualitative analysis would be prepared under a separate scope and budget.

The air quality analysis will document whether the proposed project is included in the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide

Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. The air quality analysis will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans.

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

In addition to the air quality analysis, the NCM team will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/ Maintenance Areas" required for NEPA delegation. This document will be utilized by Caltrans to process the conformity documentation. We will work with the SJVAPCD and the SJCOG/County, if necessary, to identify feasible mitigation measures. Mitigation measures will be developed as indicated by the impact analysis.

#### **165.10.35 Water Quality Studies**

The NCM team will conduct a Water Quality Assessment Report in accordance with Caltrans guidelines and requirements. The report will evaluate potential short-term and long-term water quality impacts on the California Aqueduct and the Delta-Mendota Canal. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' *Storm Water Quality Handbook - Planning and Design Guide*, will be identified for any significant water quality impacts that may occur during construction and/or operation of the new bridge structure. The NCM team will provide a total of eight (8) copies, each, of the Draft and Final Water Quality Assessment Report and input into the draft MND/EA as necessary.

#### **165.10.45 Summary of Geotechnical Report**

The NCM team will prepare a summary of the geotechnical report for inclusion in the environmental document.

#### **165.10.60 Location Hydraulic & Floodplain Study Reports**

The NCM team will perform a floodplain risk assessment to evaluate the potential impacts from the proposed Project to the floodplain development and habitat values of the Black Gulch Creek and the channel of California Aqueduct (DWR). It is expected that the floodplain

impacts will be insignificant. The results of the study will be documented in the Summary of Floodplain Encroachment Technical Memorandum. The technical memorandum will be prepared in accordance with Caltrans and DWR guidelines and requirements. If needed, the Floodplain Evaluation Report can be prepared as an optional task.

For the widening of the bridge over the California Aqueduct, DWR's design flows and hydraulics will be reviewed for both the existing and proposed conditions. It is important to document the resulted increase in water profile due to the proposed bridge widening.

#### **165.10.65 Paleontology Study**

The PEAR identified that the proposed project would be constructed almost entirely within fill material. If the project will be constructed within fill material and will not result in disturbance to undisturbed lands, then a Paleontological Investigation Report/Paleontological Evaluation Report (PIR/PER) will not be required. However, if project development occurs within undisturbed areas, a PIR/PER will be required for the proposed project.

The NCM team will prepare a Paleontological Identification Report (PIR) to address the potential for paleontological resources to occur within the anticipated disturbance limits, both horizontal and vertical, for the I-5/Sperry Road Interchange Project. All tasks and documents described below will be consistent with the guidelines set forth in the Caltrans Standard Environmental Reference (SER) Environmental Handbook, Volume 1, Chapter 8 – Paleontological Resources (Last updated: February 3, 2012). To prepare the PIR, a paleontological resources locality search will be completed through the Natural History Museum of Los Angeles County (LACM), and the University of California Museum of Paleontology (UCMP) located at the University of California Berkeley. In addition, the project geotechnical report will be reviewed, if available, and in-house archives, including geological maps, pertinent literature, and fossil locality forms. The NCM team will compile a report of findings following the format recommended by Caltrans, the guidelines of the Society of Vertebrate Paleontology (SVP), and current best practices.

The specific tasks to be performed are:

- Paleontological literature review and locality search through an appropriate institution that maintains records of paleontological resources.

- Field assessment of visible sensitive sediments within portions of the project area where excavations will occur to confirm the potential for paleontological resources.
- Compilation of a paleontological resource sensitivity map that indicates which rock units within the project area might contain paleontological resources or at what depth resources might be encountered.
- A PIR will be prepared. While no formal format has been developed for a PIR by Caltrans, at a minimum it should contain: a summary of the proposed project; a summary of the assumed project footprint and excavation parameters; a list of data sources consulted; results of the pedestrian survey for paleontological resources; and summary recommendations, constraints, and coordination requirements.

If paleontological resources, or the potential for paleontological resources, are identified within the project limits during the preparation of the PIR, an assessment of the importance of those resources shall be conducted to determine: (1) Caltrans' legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. The results of the assessment are reported in a Paleontological Evaluation Report (PER). The PIR and the PER are commonly prepared as a combined report. This proposal assumes up to two rounds of revisions to address reviews and comments.

#### **165.10.75 Environmental Commitments Record**

CEQA and the CEQA Guidelines require that a Mitigation Monitoring and Reporting Program (MMRP) be adopted when the lead agency adopts an environmental document for a proposed project. The purpose of the MMRP is to assign responsibility for the implementation, monitoring, and timing of each mitigation measure that has been identified to avoid or substantially reduce an identified project related adverse environmental impact. Caltrans will be required to ensure compliance with each of the adopted mitigation measures in the MMRP because significant adverse environmental impacts could result from a proposed project if the mitigation measures are not implemented. FHWA (delegated to Caltrans) has a similar requirement, for the preparation of an Environmental Commitments Record (ECR) for projects for which a NEPA document is prepared.

### **165.10.80 Hazardous Waste Initial Site Assessment / Investigations**

The NCM team will review available data, including previous studies, Caltrans Bridge Inspection Reports, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and Federal and State record reviews within 1 mile of the Project site provided by the Project Team, County, and other sources.

Field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project site.

An Initial Site Assessment will be performed, and the results will be summarized in a technical memorandum. Comments received from the County, Caltrans and others will be incorporated to the final technical memorandum. The memorandum will comply with Caltrans, DWR, and CEQA/NEPA requirements.

*165.10 Deliverables:* Community Impact Assessment, Scenic Resource Evaluation, Technical Noise Memorandum, Air Quality Analysis, Particulate Matter Memorandum, Conformity Analysis, Water Quality Assessment Report, Location Hydraulic and Floodplain Study Reports, Paleontological Investigation Report / Paleontological Evaluation Report and Hazardous Waste Initial Site Assessment.

### **165.15 Biological Studies**

#### **165.15.05 Biological Assessment (BA)**

The NCM team will prepare a BA in accordance with the most recent Caltrans guidance (currently June 2011) to evaluate project effects to San Joaquin kit fox, a State and federally listed species. The BA will identify appropriate avoidance and minimization measures and, if required, compensatory mitigation. Caltrans will utilize the BA to facilitate Section 7 consultation with USFWS.

#### **165.15.10 Wetlands Study**

The NCM team will conduct a jurisdictional waters delineation of the project area to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (ACOE) and/or Regional Water Quality Control Board (RWQCB). The delineation will be conducted in accordance with the ACOE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFW jurisdiction will also be delineated.

The results of the delineation field work will be documented in a brief letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary

delineation map showing the limits of all potential waters of U.S. on the site. The delineation report should be submitted to the ACOE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-02. Note that all findings should be considered preliminary until verified by the ACOE.

#### **165.15.15 Resource Agency Permit Related Coordination**

The NCM team will coordinate with resource agencies as necessary through formal consultation and coordination required in order to complete the biological studies. The intent of this activity is to gain a consensus with the resource agencies on the impacts and mitigation's on the proposed alternatives necessary for completion of the Draft Environmental Document.

#### **165.15.20 Natural Environment Study (NES) Report**

The NCM team will evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special status plant or wildlife species, or sensitive habitats that may be affected by the project.

**Research/Coordination.** The NCM team will request a list of special status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society Online Database. As part of this process, NCM team biologists will informally coordinate with the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and/or USFWS, as necessary, regarding the potential presence of special status species on the project site.

**General Field Survey.** The NCM team will conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. During this survey, we will also inspect the existing overcrossing and bridge for presence of bats and swallows or other nesting birds.

**Plant Surveys.** Two focused surveys will be conducted to determine if special status plants occur on the project site. The surveys will be scheduled to coincide with the normal blooming period of the target species to ensure that any special status plants that may occur on the project site are readily identifiable during the surveys. All plant species observed on the project site will be identified to an appropriate level of taxonomy to determine protection status (if any).

During the first plant survey, the habitats on the project site will be evaluated to determine if they are suitable for any of the special status plant species known to occur in the vicinity. If suitable habitat is present, the surveys will proceed accordingly. If not, the second plant survey will not be required.

**CRLF/CTS Habitat Assessment.** Since the project is located within the range of CRLF and CTS, and potential habitat for this species occurs in the project area, a site assessment will be conducted for these species. Lands in the vicinity of the project site will be reviewed to determine the suitability of the habitat for CRLF and CTS. Data will be collected using a combination of field investigation and review of aerial photographs.

The results of the field surveys will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance (currently June 2014). The NES will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the jurisdictional delineation will also be summarized in the NES. The NES will include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate.

*165.15 Deliverables:* Natural Environment Study, Wetland Delineation, and Biological Assessment.

## **165.20 Cultural Resources Studies**

### **165.20.05 Archeological Survey**

#### **165.20.05.05 Area of Potential Effects/Study Area Maps**

The NCM team will prepare an Area of Potential Effects (APE) map to Caltrans standards. The APE map will identify the Architectural and Archeological Study Areas associated with the proposed project.

#### **165.20.05.10 Native American Consultation**

The NCM team will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the Study Area contains any listed sites, and (2) a list of Native American contacts who may have concerns about the Study Area. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

#### **165.20.05.15 Records and Literature Search**

The Central California Information Center identified two previously recorded archaeological resources within the Study Area. If these resources are currently within the Study Area and have the potential to be associated with an archaeological deposit they will need to be evaluated utilizing archaeological excavation that is documented in an Extended Phase I Study.

- P-50-000007 is an isolated fragment of chert debitage that was identified in 1985.
- ST-6365 is a lithic scatter comprised of chert debitage and two chert tools that was identified in 1994.

A complete records search will be conducted at the Central California Information Center. The records search and will identify previously recorded or otherwise known cultural resources and previous cultural resource studies within or adjacent to the Study Area.

A review of cultural resource inventories will be completed to identify cultural resources that may be listed within or adjacent to the Study Area. Relevant listings are the *California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest, National Historic Landmarks*, and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate City and County listings will be reviewed.

Background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and our own will also be performed. The background research will identify previously recorded or otherwise known cultural resources in or adjacent to the Study Area.

We will consult with Caltrans to determine which resources can be exempted and which will require evaluation.

We will contact the Patterson Township Historical Society for any information or concerns they may have about the Study Area.

Caltrans will be consulted after completing the field survey to determine if an Extended Phase 1 (XPI) Study (2-part process; XPI Proposal and XPI Report) will need to be prepared to address the potential for encountering archaeological and geoarchaeological cultural resources. If an XPI Study is required, The NCM team will prepare a budget augment for an XPI Proposal and XPI Report.

### **165.20.05.20 Field Survey**

The NCM team will conduct field surveys in support of preparation of the Archaeological Survey Report (Task 165.20.05.25), the Historic Resource Evaluation Report (Task 165.20.20.10), and the Historic Properties Survey Report (Task 165.20.25.15).

### **165.20.05.25 Archaeological Survey Report (ASR)**

An ASR will be prepared to document literature research and field surveys in compliance with the Caltrans SER.

### **165.20.10 Extended Phase I Archeological Studies**

#### **165.20.10.10 Extended Phase I Proposal**

The Study Area contains “moderate” to “high” sensitivity for the presence of buried geoarchaeological resources.

The NCM team will consult with Caltrans after completing the field survey to determine if an Extended Phase 1 (XPI) Study (2-part process; XPI Proposal and XPI Report) will need to be prepared to address the potential for encountering archaeological and geoarchaeological cultural resources. If an XPI Study is required, a budget augment will be prepared for an XPI Proposal and XPI Report.

### **165.20.20 Historical and Architectural Resource Studies**

#### **165.20.20.10 Historic Resource Evaluation Report - Archaeology**

Using the Central California Information Center, Parcel Quest, Google Earth and historic USGS maps, we identified two built environment cultural resources within the Preliminary Study Area. These resources may require evaluation. The need for evaluation of the resources is due to their age (i.e., at least 45 years old), as well as their lack of characteristics that clearly justify their exemption (e.g., extensive structural modification).

Resources that require evaluation:

- The California Aqueduct, constructed in 1965, has been recommended eligible for inclusion in the National Register of Historic Places (National Register) in other parts of the state but will need to be evaluated within the Study Area.
- The California Aqueduct Bridge (38C0053) carries Sperry Road over the California Aqueduct within the Study Area. This undercrossing was constructed in 1967 and is a Category 5: Bridge not eligible for inclusion in the National Register. This bridge will need to be re-evaluated because of its association with the California Aqueduct.

Resources that are exempt from evaluation per the “Historic Preservation Exemption for the Interstate

Highway System”, which became effective on March 10, 2005:

- Interstate 5, constructed in 1967.
- The Del Puerto Canyon Road Undercrossing (38 0119L) carries Interstate 5 over Sperry Road within the Study Area. This undercrossing was constructed in 1967 and is a Category 5: Bridge not eligible for inclusion in the National Register.
- The Del Puerto Canyon Road Undercrossing (38 0119R) carries Interstate 5 over Sperry Road within the Study Area. This undercrossing was constructed in 1967 and is a Category 5: Bridge not eligible for inclusion in the National Register.

The NCM team will evaluate two built environment cultural resources within the Study Area for eligibility for inclusion in the California Register of Historical Resources and National Register of Historic Places. If any of the built environment resources are determined eligible for listing in the National Register of Historic Places a Findings of Effect (FOE) will be required to document effects to historic properties. This scope does not include the preparation of an FOE.

### **165.20.25 Cultural Resources Compliance Consultation Documents**

#### **165.20.25.15 Historic Properties Survey Reports / Historic Resource Compliance Reports**

The NCM team will prepare the Historic Property Survey Report (HPSR) per Caltrans standards. The Department of Parks and Recreation (DPR) form 523 records will be prepared for two cultural resources within the Study Area. DPR form 523 records will be appended to the HPSR.

*165.20 Deliverables:* APE Map, Historic Properties Survey Report / Archaeological Survey Report, Extended Phase I Proposal, and Historic Resources Evaluation Report.

### **165.25 Draft Environmental Document**

Prepare Draft Environmental Document (DED) with all attachments. Conduct all necessary reviews (NEPA and CEQA documents) and obtain FHWA and Caltrans District 10 approvals to circulate the DED.

### **165.25.05 Draft Environmental Document Analysis**

Under National Environmental Policy Act (NEPA), the interchange project will require an Environmental Assessment (EA) leading to approval of a Finding of No Significant Impacts (FONSI). With numerous design concepts being examined for interchange improvement,

the EA format accommodates multiple alternatives or alignments involved in the evaluations. Under the California Environmental Quality Act (CEQA), the project should qualify for a CEQA Initial Study/Mitigated Negative Declaration (IS/MND). This presumes that all impacts can be mitigated to levels below significance and that public controversy will not elevate the environmental review to a higher level of analysis. Accordingly, this scope of work is based on the processing of an MND and FONSI. Changes to this strategy will require an adjustment to the scope and budget. The NCM team will prepare a comprehensive joint Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) for CEQA review and Environmental Assessment (EA) for NEPA review.

The format will be based on the Caltrans template for IS/EA documents. Included in the IS/MND/EA will be a project description, discussion of the environmental review process, and project methodology. Technical studies prepared by the NCM team will be summarized in the IS/MND/EA document. Non-technical issue areas (e.g., land use, right-of-way, etc.) will also be documented in the IS/MND/EA.

All Caltrans requirements will be followed to implement Quality Control/Quality Assurance into the preparation of the environmental document. This will include completing Caltrans' comment matrix summarizing the response and indicating where the comments have been responded to in the document. The NCM team will also complete the External Certifications for each Caltrans submittal requiring all technical specialists to review the environmental documentation within their specialty area to ensure consistency between technical evaluations and environmental document. Finally, the Environmental Preparation and Review Tool will be completed identifying the page numbers within the environmental document where various environmental reviews/evaluations are found.

#### **165.25.20 Environmental Quality Control & Other Reviews**

The NCM team will prepare an Administrative Draft IS/MND/EA document for County and Caltrans *Resource/Technical Specialist review*. Following County and Caltrans review and comment on the Technical Specialist Review IS/MND/EA, an *Internal Peer Review* IS/MND/EA document will be prepared incorporating the comments into the environmental document. The document will be submitted for Internal Peer review. Following their review and comment on the Internal Peer Review document, a *Technical Editor Review* IS/MND/EA

document will be prepared incorporating the comments on the Internal Peer Review IS/MND/EA. The comments will be incorporated on the Technical Editor Review IS/MND/EA into a *Quality Control Review* IS/MND/EA. Following their review and comment on the Quality Control Review IS/MND/EA, an *Environmental Branch Chief Review* IS/MND/EA will be prepared. A total of five (5) copies of each stage of environmental documents will be printed for review. The NCM team will respond to County and Caltrans comments on each round of reviews on the IS/MND/EA.

#### **165.25.25 Approval to Circulate Resolution**

The purpose of this task is to respond to County and Caltrans comments on the Environmental Branch Chief IS/MND/EA, complete necessary revisions, submit the document for approval, and publish for public review.

*165.25 Deliverables:* Admin Draft, Draft and Public Review Draft IS/MND/EA.

#### **170 Permits and Agreements During PA&ED Component**

##### **170.10 Permits**

The proposed project may affect wetlands or other jurisdictional waters in Black Gulch Creek that may be under the jurisdiction of the ACOE, RWQCB, and/or CDFW. Impacts to jurisdictional waters may require permits from the regulatory agencies, as described below. The NCM team will prepare a Permit Strategy Report outlining potential impacts and permits required for construction of the project, as well as the permitting schedule and preliminary permit applications for the following anticipated permits:

##### **170.10.05 U.S. Army Corps of Engineers (404)**

*Nationwide Permit Verification (Clean Water Act, Section 404)*. The proposed project may result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). The NCM team will prepare a Preconstruction Notification (PCN) to submit to the ACOE requesting verification that the project can be authorized using the specified NWP(s). The NCM team will also submit a Preliminary Jurisdictional Delineation and request concurrence by the ACOE.

##### **170.10.20 Department of Fish and Wildlife 1600 Agreement(s)**

*Streambed Alteration Agreement (Fish and Game Code, Section 1602)*. The proposed project may require notification of proposed streambed alteration to the CDFW

if the project will have an effect on waters in Black Gulch Creek. The NCM team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

#### **170.10.40 Waste Discharge (NPDES) Permit**

The project is anticipated to disturb more than one acre. As such, coverage under the General Permit for discharges of storm water associated with construction activities would be required. Permitting would involve preparation and implementation of a SWPPP.

#### **170.10.50 Regional Water Quality Control Board 401 Permit**

*Water Quality Certification (Clean Water Act, Section 401).* A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. The NCM team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County amount to be determined).

#### **170.10.xx Department of Water Resources (DWR) Encroachment Permit**

Construction within the DWR right of way will require an encroachment permit, as well as plan reviews and approvals prior to construction. The NCM team will contact DWR during the PA&ED phase to introduce the project to obtain early comment on the project scope and features.

*170 Deliverables:* Draft and Final Permit Strategy Report and preliminary permit applications.

#### **175 Circulate DED and Select Preferred Project Alternative**

##### **175.05 DED Circulation**

The purpose of this task will be to prepare written responses to comments received on the Public Review Draft MND/EA that raise significant environmental issues, and submit them for the County and Caltrans staff review after the close of the public comment period. The NCM team will confer with County and Caltrans staff to review written comments and comments from public meetings (e.g., public workshop) to develop a general framework and strategies for preparation of responses. The NCM team will prepare written responses to comments received on the Public Review Draft MND/EA and prepare the Preliminary Final MND/FONSI. The NCM team will submit

five (5) copies of the comments received and draft responses as part of the Preliminary Final MND/FONSI.

#### **175.05.10 Notices Regarding Public Hearing & Availability of Draft Environmental Document**

The NCM team will prepare the notice of intent to adopt the Negative Declaration and the Notice of Completion for the State Clearinghouse. The County will be responsible for publishing all legal notices and advertisements. Caltrans will be responsible for preparing notices necessary for processing the EA document.

#### **175.05.15 DED Publication and Circulation**

Following document approval, a Preliminary Draft IS/MND/EA (one copy) will be revised and submitted for approval to circulate for public review. Thirty (30) copies of the Draft IS/MND/EA will be circulated for review. All technical studies will be provided on compact disc (CD) for inclusion in the environmental document. The NCM team will be responsible for preparing a draft public notice regarding the availability of the Draft IS/MND/EA for public review.

#### **175.10 Public Hearing**

The NCM team will work with the County to develop a public outreach strategy that meets the specific needs and goals of the project development team. Following is a proposed outreach scope based on a proven strategy used on similar projects.

#### **175.10.10 Public Hearing Logistics**

**Stakeholder Database:** The NCM team will research and develop a database from recent Assessor Rolls of property owners, residents, business owners and other potentially interested parties, which will be updated throughout the project with names from public meeting sign-ins, information from the project team, and telephone, e-mail and personal contacts. The database will be coded according to interest and involvement/interaction with the project and updated throughout the project. The database will include, but not be limited to, the following organizations and individuals:

- Stanislaus County Board of Supervisors, StanCOG, and the Patterson City Council.
- Other elected and appointed officials, and other pertinent governmental and quasi-governmental entities
- Property owners and nearby residents
- Businesses
- Groups representing businesses and agriculture

- Civic, community and environmental groups
- Emergency responders
- Transit

**Advertising:** The NCM team will write and distribute two (2) news releases to mainstream and alternative news media sources, as well as to Stanislaus County's Public Information Officer and Webmaster, to publicize the public meetings. The NCM team will respond to inquiries from the media and/or re-direct as directed by the County. Information will be uploaded to the Stanislaus County website. The NCM team will monitor the media for project-related articles and will also write and design newspaper advertisements that will be placed in the *Modesto Bee*, *Vida en el Valle*, and *Patterson Irrigator*.

**Project Web Site:** The NCM team will create a project web page for the I-5 Sperry project. Information will include a project history and description, need and funding, community benefits, suggestions on how to be involved with the project, and other useful information. The NCM team will work with the Stanislaus County webmaster to provide updates with announcements of the public meetings, reports/meeting materials, announcements of presentations to be made to the Board of Supervisors, and other useful information.

#### **175.10.15 Displays for Public Hearing**

The NCM team will develop engineering exhibits for use at the public meeting(s). Exhibits will show plan layouts of study alternatives and will also show right of way and parcel boundaries, business and development names, utilities, etc.

#### **175.10.35 Public Hearing**

The NCM team is assuming two public meetings: 1) An introductory public workshop will be held to present the project and initial information to the public, 2) A public hearing will be held when the draft environmental document is ready for review.

The NCM team will schedule the meetings and make meeting arrangements; develop and mail meeting notices by first-class mail to the stakeholder database; prepare agendas, sign-in sheets, comment sheets, signage and other print materials; facilitate meeting proceedings; assist with preparing exhibits to illustrate concepts; provide refreshments; arrange for a public stenographer and for Spanish-language translation; and record public comments/assist with appropriate responses. The NCM team will also maintain email and telephone Hotlines and log.

The NCM team will also assist with arranging "Rights of Entry" where helpful to facilitate field work and will prepare Project Information Cards for distribution by field staff who may receive questions from members of the public.

Key members of the NCM public outreach, engineering and environmental team will attend the initial meeting and public hearing. It is anticipated that the NCM team members will be available to answer engineering and environmental questions. It is assumed that the County will be responsible for responding to policy questions.

If presentations to the County Board of Supervisors and the City of Patterson are required, the NCM team will assist with preparations for those presentation.

#### **175.10.40 Record of Public Hearing**

Following each public meeting, the NCM team will prepare a detailed Summary Meeting Report for review and comment by the County.

#### **175.15 Public Comment Responses and Correspondence**

NCM technical and environmental staff will draft responses to public comments and correspondence for County review and approval. The comments and responses will be compiled in tabular format for inclusion in the Final ED.

#### **175.20 Project Preferred Alternative**

The NCM team will work with the County and PDT members to identify the preferred alternative through assessment of the advantages and disadvantages of each studied alternative and which best meets the project purpose and need.

*175 Deliverables:* Public hearing materials/exhibits and minutes, Web Site Content, Admin Draft, Draft and Final responses to public comments, Public Notice for Publication in Local Newspaper of Record, Notice of Preparation and Notice of Completion.

#### **180 Prepare and Approve Final Environmental Document (FED)**

##### **180.05 Project Report**

##### **180.05.10 Updated and Approved Project Report**

The NCM team will update the Draft Project Report and attachments to reflect incorporation of comments received during circulation.

##### **180.05.15 Storm Water Data Report**

The NCM team will prepare a PA/ED-level Storm Water Data Report summarizing the Project impacts to water quality, proposed and described general minimization measures, and recommended stormwater Best Management Practices (BMPs). Our study will address



only the impacts from roadway improvements, and we will utilize Caltrans standard checklists. We will also address the need for erosion control measures.

#### **180.10 Final Environmental Document**

##### **180.10.05 Approved Final Environmental Document**

The NCM team will prepare an Administrative Draft Final MND/FONSI (Administrative Final Environmental Document [ED]) incorporating responses to comments received during the public and agency review period. An Administrative Draft Final ED, revised Administrative Draft Final and Draft Final ED will be prepared for review by the County and Caltrans.

##### **180.10.10 Public Distribution of FED and Respond to Comments**

The NCM team will incorporate the final comments and responses into the Final MND/FONSI and will submit 30 copies of the approved document for distribution by the County, Caltrans and agencies that commented on the Public Review Draft IS/MND/EA.

#### **180.15 Completed Environmental Document**

##### **180.15.05 Record of Decision (NEPA)**

The NCM team will prepare a draft Record of Decision (ROD) which briefly summarizes the NEPA findings, the public process, and the reasons for selection of the preferred alternative. The ROD will summarize the impacts of the preferred alternative (project) and the identified mitigation measures.

##### **180.15.10 Notice of Determination (CEQA)**

Pursuant to CEQA Guidelines Section 15075, the County will be required to file a Notice of Determination (NOD) once the County Board of Supervisors has adopted the MND. The NCM team will prepare the NOD and file the NOD within five business days of the Board of Supervisors' adoption of the MND.

##### **180.15.20 Environmental Commitments Record**

The Federal Highway Administration (FHWA) is responsible for ensuring that avoidance and minimization measures identified during the NEPA process are implemented in accordance with FHWA Code of Federal Regulations 23 CFR 771.109 (b). Environmental Commitment Records (ECRs) are required to track and document environmental commitments throughout the Project Delivery process. Once the technical studies have been finalized, LSA will prepare an ECR utilizing the current Local Assistance Environmental Commitment Record format or the format requested by Caltrans District 10. The ECR will provide a brief description of each measure, identify the page where the measure can be found in the environmental document, identify the

responsible party and timing, and provide signature blocks for certification of completion of the measure.

*180 Deliverables:* Draft Final and Final Project Report and Attachments, Final MND/FONSI, Notice of Determination and Environmental Commitments Record.

## OPTIONAL TASK – BRIDGE FEASIBILITY STUDY (BRIDGE 38C 0053)

### 160.10.85 Structures Advance Planning Study (APS) – Aqueduct Bridge Widening Feasibility Study

#### **Obtain and Review Relevant Background Information**

NCM will collect the following with the assistance of the City and will review the documents to obtain relevant information needed to complete the study.

- Caltrans BIRIS file containing the bridge history for maintenance and inspection and as-built data
- Documentation associated with reported settlement of the bridge, if any
- Existing and planned utilities that could affect the bridge widening

#### **Field Review**

NCM will perform a field review to verify relevant as-built information and maintenance items that could affect the feasibility assessment. The approach roadway conditions, canal banks and canal lining conditions and locations with respect to the bridge abutments will also be visually inspected.

#### **Bridge Layout**

NCM will develop a preferred roadway layout in coordination with the City. The layout will provide for four travel lanes, shoulders and a sidewalk on the north side of the bridge. The layout will be used to develop a bridge General Plan. Development of the General Plan will include an assessment to determine if the preferred layout is geometrically feasible. If it is not, the layout will be modified as necessary while still providing for four travel lanes and a sidewalk. The General Plan will show a bridge Plan, Elevation and Typical Section as described in Caltrans Bridge Design Details, Section 3. Details will show controlling bridge dimensions, such as length, span lengths, deck width, lane configuration, lane, shoulder and sidewalk dimensions. In addition, superstructure and substructure widening types will be clearly identified. All known utilities will also be identified on the typical section.

#### **Preliminary Geotechnical Investigation**

The NCM team will prepare the Preliminary Bridge Foundation Report in general accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for the bridge replacement. The report will include the following:

- A description of the geotechnical work performed.

- A project summary and description of the proposed improvements.
- An overview of the field investigation performed as part of this study.
- A summary of the laboratory testing performed as part of this study.
- A discussion of the regional and site geology as it pertains to the proposed improvements.
- A discussion of the predicted scour and the impacts on the proposed foundations.
- A preliminary discussion of the regional seismology and assumed preliminary seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.6, November 2010.
- A summary and discussion of the available as-built information as it pertains to the proposed foundation selection.
- A discussion of the preliminary foundation recommendations for the proposed bridges taking into account the preliminary loading demands, site soil and rock conditions, environmental constraints, scour, and cost.
- A discussion of the additional field work and laboratory testing which would be required for final design.

#### **Structural Analysis**

NCM will perform preliminary structural analysis to assess the feasibility of the existing pier wall and foundations to support the additional dead and live loads associated with the bridge widening. In addition, an Equivalent Static Analysis will be performed to check the seismic performance of the structure.

Material properties used for dead and live load analysis will be design values shown on the plans. For the seismic analysis, material properties will be taken from Caltrans Memos to Designers for analysis of existing structures, as used for seismic retrofit projects. Seismic analysis will follow Caltrans Seismic Design Criteria for Equivalent Static Analysis and will use seismicity data developed through the preliminary geotechnical investigation.

#### **Probable Construction Cost Estimate**

NCM will develop a probable construction cost estimate for the proposed bridge widening using historical data from the Caltrans cost database for projects of similar scope and size located within Caltrans Central Region. Local

City and County cost data will also be utilized if available. Quantities will be based on Bridge General Plan estimating methods as outlined in Caltrans Bridge Design Aids.

### **Bridge Widening Feasibility Report**

NCM will develop a feasibility report to document the investigations and analysis performed for the study. The report will be presented in a format similar to a Caltrans Type Selection Report and will contain the following sections:

- Type Selection Form
- Project Description
- Bridge Analysis Results
- Structure Alternatives/Recommendations
- Estimated Construction Cost
- Geology
- Clearances/Freeboard
- Clearances for Construction
- Bridge Deck Drainage
- Utilities
- Structure Type Information

*100.10 Deliverables:* Bridge Widening Feasibility Report (draft and final), Bridge General Plan showing the proposed layout, and Preliminary Foundation Report (draft and final)

## **OPTIONAL TASK – ENCROACHMENT PERMIT PROJECT (100% PS&E)**

### **100 Project Management**

#### **100.15 Project Management PS&E Component**

The NCM project manager will oversee and direct the design development for the encroachment permit project. It is assumed that up to four PDT / project development meetings will be held during the course of project delivery.

#### **100.25 Project Management Right of Way Component**

This task includes the following activities:

1. Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
2. Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.

3. Tracking and managing all budgetary-related aspects of the project associated with acquisition Scope of Work.
4. Preparation of an acquisition schedule that includes all relevant project development milestones.
5. Assisting with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
6. Ongoing general consultation and project coordination with the client, social service agencies, governmental entities, and project team members.
7. Review of legal descriptions and plat maps prepared by the right of way engineer for each interest required.
8. Representation of the client at public meetings and hearings.
9. Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
10. Preparation and presentation of a monthly status report based on the agreed-upon guidelines on information to be provided. Confer with client verbally on general status, problem areas, and progress.
11. Coordinate with federal and state oversight agencies as applicable.
12. Subcontracting for and managing any necessary disciplines needed for the project.

*100 Deliverables:* Meeting agendas and minutes

### **165 Prepare CEQA Categorical Exemption (CE)**

The NCM team will prepare a CEQA Categorical Exemption for the encroachment permit project. It is anticipated that the CE will be supported by technical studies completed for the full PA&ED project.

*165 Deliverables:* CEQA CE (admin draft, draft and final)

#### **185.15 Preliminary Design**

The NCM team proposes to deliver the encroachment permit project through a four submittal process. A 30% submittal to finalize geometrics and roadway layout, a Draft (95%) PS&E submittal for review by the County, a Draft Final PS&E for initial submittal to the Caltrans District 10 Permit Engineer, and a Final PS&E to incorporate Caltrans comments and obtain the encroachment permit.

#### **185.15.05 Roadway and Miscellaneous Design**

The NCM team will develop 30% level roadway plans, including the following sheets:

- Title Sheet

- Typical Cross-Sections
- Layout
- Existing Drainage Plan
- Utility Plans
- Staging and Traffic Handling (Concepts)
- Pavement Delineation Plans

A construction cost estimate will be prepared. The estimate will segregate costs for items inside and outside Caltrans right of way for comparison with encroachment permit cost limits.

#### **185.15.10 Proposed Geometrics Review**

The NCM team will submit a 30% package containing items listed in WBS 185.15.05 for review and comment.

*185.15 Deliverables:* 30% Roadway/Civil plans and estimate.

#### **185.20 Engineering Reports**

##### **185.20.05 Traffic Signal Warrant Study**

Traffic operations analysis will be performed to complete a signal warrant study. A memo will be developed to document the results of the study.

*185.20 Deliverables:* Traffic Signal Warrant Study Memo.

#### **185.25 Right of Way Requirements Determination**

##### **185.25.15 Right of Way Requirements Maps**

After the 30% plans have been approved, the NCM team will develop right of way requirements to support right of way acquisition. A right of way requirements exhibit will be developed showing all takes and easements and will include take and easement areas provided in tabular form and identified by parcel number. Based on preliminary layout and required embankment slopes, acquisition is anticipated for portions of two parcels.

##### **185.25.30 Utility Conflict Maps**

The NCM team will develop utility conflict maps to support utility relocation coordination efforts. The maps will identify all utilities and indicate conflicts that require relocation.

Utility Letter-B will be developed for each conflicting utility and will be sent to each surveyor providing them with notice of conflict and requirement to relocate.

*185 Deliverables:* Right of way requirements exhibit, and utility conflict maps.

#### **205 Obtain Permits**

##### **205.10 PLAC's**

##### **205.10.95 Caltrans Encroachment Permit**

This task includes coordination with the Caltrans District 10 Permit engineer to obtain an encroachment permit for construction of the proposed improvements.

##### **205.10.xx Department of Water Resources (DWR) Encroachment Permit**

This task includes coordination necessary to obtain design approval and a DWR encroachment permit for construction.

*205 Deliverables:* Caltrans and DWR encroachment permits.

#### **220 Perform Right of Way Engineering**

This task includes obtaining property rights documents and developing legal descriptions and exhibits to support right of way acquisition. Our scope and fee assumes two parcels.

##### **220.20 Acquisition Documents**

The NCM team will prepare legal descriptions and exhibits for two parcels / two takes that are anticipated as part of the proposed improvements. The documents will be prepared under the direction of a land surveyor licensed in the State of California and will be sealed and signed by that surveyor.

##### **220.25 Documents to Convey Property Rights**

The NCM team will obtain title reports for two parcels that are anticipated to be impacted by the improvements. Specific work associated with this task includes:

1. Secure vesting deeds, property profile, and tax map for each property.
2. Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is a change in ownership.
3. Secure copies of recorded back-up documents as needed.
4. Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
5. Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
6. Facilitate changes to preliminary title reports after legal descriptions (prepared by the right of way engineer) have been reviewed, if necessary for partial acquisition projects.

*220 Deliverables:* Title reports and legal descriptions and exhibits for acquisitions on two parcels.

#### **225 Obtain Right of Way Interests for Project Right of Way Certification**

##### **225.60 Right of Way Appraisals**

This task includes the following efforts:

1. Mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the property appraised which could influence the appraised value.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Further, if necessary, Appraiser will retain a specialty appraisal to establish the value for fixtures and equipment (cost of FF&E appraisal not included in fee proposal).
6. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
7. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
8. Upon completion of the fee appraisal, conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
9. Receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions as necessary.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
4. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
6. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
7. Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
8. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
9. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
10. Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

#### 225.65 Right of Way Acquisition

Right of way acquisition services include the following efforts:

1. Establish and maintain complete and current ownership files in a form acceptable to the client.
2. Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.

#### ***Title/Escrow Coordination***

***If by Negotiated Settlement:*** Assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.

2. Provide escrow officer with fully executed acquisition contract and notarized deed.
3. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
4. Assist escrow to secure full or partial reconveyance or subordination instruments from lien holders of record.
5. Review settlement statement for accuracy.
6. Coordinate deposit of acquisition price and estimated closing costs with escrow.
7. After the closing, review the title insurance policy for accuracy.
8. Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

#### **225.80 Right of Way Condemnation (If Necessary)**

If condemnation becomes necessary due to inability to reach an agreement with property owner(s), the NCM team would perform right of way condemnation in lieu of title/escrow. Efforts associated with condemnation would include the following:

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

1. Prepare a letter for the client signature to eminent domain counsel, requesting proceeding to condemnation.
2. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
4. Convert preliminary title reports to litigation guarantees for eminent domain counsel's use. Title company fees (based on the value of the interest required) are additional.

*225 Deliverables:* Notification letters and acquisition policies brochure, Appraisal documentation – including appraisal report, offer letters, acquisition contracts and impasse letters if necessary.

#### **230 Prepare Draft PS&E**

The NCM team will develop draft PS&E to a 95% completion stage for review by the County prior to finalizing and submitting to Caltrans District 10 Permit Engineer. Please note that we have assumed that a Geotechnical Design Report and a Materials Report are

not needed for this project as our proposed improvements would only saw cut and construct a shoulder widening. If Caltrans requires these reports, a scope and fee change would be necessary.

#### **230.05 Draft Roadway Plans**

Draft roadway plans will be prepared in conformance with Caltrans standards and are anticipated to include the sheets listed in task 185.15.05 in addition to the following sheets:

- Construction Details
- Temporary Water Pollution Control
- Erosion Control
- Drainage & Grading
- Drainage Profiles
- Drainage Details
- Construction Area Signs
- Stage Construction and Traffic Handling

#### **230.05.70.05 Hydrology and Hydraulics Report**

The NCM team will review the available data and prepare design calculations to assess the capacity of the existing drainage systems. A Drainage Report will be prepared and will include design calculations to assess the need for any drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

- Evaluation of the existing conditions
- Unusual and special conditions
- Drainage mapping
- Hydraulic analysis
- Proposed systems

#### **230.15 Draft Traffic Plans**

Draft traffic plans will include the following:

- Pavement Delineation
- Traffic signals and interconnect for Sperry Road intersections at the NB and SB I-5 ramps and ramp metering systems for the NB and SB on-ramps

#### **230.20 Transportation Management Plan**

It is assumed that development of the TMP will be done by refining the TMP prepared for the PA&ED project.

#### **230.25 Draft Utility Plans**

Utility plans will show the approximate locations of all known utilities and will be developed using the roadway layout sheet and the same scale. Utilities will be identified by surveyor and type and disposition will be shown.

### **230.30 Draft Drainage Plans**

Drainage plans and details are assumed to be limited to grading and relocating/reconstructing existing drainage over-side drains.

### **230.35 Draft Specifications**

Technical specifications will be developed using 2010 Caltrans Standard Specifications and Supplemental Special Provisions. It is assumed that the County will be responsible for the boilerplate and incorporation of the technical specifications.

### **230.40 Draft Quantities and Estimates**

The NCM team will develop quantities based on take-offs from the draft plans. An engineer's estimate will be prepared using unit cost data from Caltrans projects in the Central Region area and of similar size and scope.

### **230.60.05 Storm Water Data Report**

The NCM team will update the PA/ED-level Storm Water Data Report and include a summary of the Project impacts to water quality and recommended BMPs based on the preferred alternative. Permanent stormwater treatment BMPs will be proposed for the Project and perform detailed calculations to complete the design and details of the treatment BMPs. The need for the hydromodification mitigation and the NPDES Construction General Permit (CGP) will be addressed. The mitigation measures will meet the criteria set by the Regional Water Quality Control Board and the National Pollutant Discharge Elimination System (NPDES) Permit. A report will be prepared to document the analysis, design features, calculations, and environmental compliance.

*230 Deliverables:* Draft (95%) Plans, Specifications and Engineer's Estimate, Hydrology and Hydraulics Report, and Storm Water Data Report.

## **255 Prepare Final PS&E**

### **255.05 Circulate Draft PS&E (County & City Review Only)**

The Draft PS&E will be submitted to the County for review and comment prior to finalizing for submittal to the Caltrans District 10 Permit Engineer.

### **255.10 Update PS&E Package**

The PS&E package will be updated to reflect comments from the County and City.

### **255.20 Final PS&E Package**

### **255.20.xx Circulate Final PS&E for District 10 Permit Engineer Review**

After review and approval by the County, NCM will submit the PS&E package to the Caltrans District 10 Permit Engineer for review and comment.

### **255.20.xx Finalize PS&E and Obtain District 10 Permit Engineer Approval**

The NCM team will update the PS&E package as necessary to address comments from the District 10 Permit Engineer review and will resubmit to obtain approval.

### **255.40 Resident Engineer's Pending File**

The NCM team will assemble the RE Pending file to include quantities, survey and staking data, geotechnical and materials information, etc.

### **255.65 Caltrans Right of Way Certification**

This task includes oversight of the certification process and associated coordination as follows:

1. Attend certification planning meeting with client's Right of Way Local Assistance Coordinator and project team.
2. Acquire and include information required for completion of certification form including utility notices and hi-low risk utility sheets as provided by the project's utility coordination team and engineers for Right of Way Local Assistance Coordinator review.
3. Verify that all interests necessary for the project have been secured. Prepare certification forms, in coordination with the engineer and the client, to include the compilation of all necessary back-up documents required including deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
4. Attend and coordinate pre and post-audit submittal meetings.

*255 Deliverables:* Draft Final (100%), Final Plans, Specifications and Engineer's Estimate, and RE Pending file.

## **260 Bid Support**

The NCM team will provide support during project bidding on a time and materials basis to answer contractor questions, respond to requests for information (RFI) and prepare addenda if necessary.

*260 Deliverables:* Responses to RFI's and Addenda.

## **270 Design Support During Construction**

During the construction phase, the NCM team will provide general design support on a time and materials basis. The following are anticipated tasks:

- Attend the pre-construction meeting

- Respond to requests for information and/or requests for changes needed to clarify intent of the contract documents
- Visit the job site to review construction or to resolve any discrepancies in the contract documents
- Review submittals and shop plan drawings
- Draft As-Built Changes documented by the CM firm on the Drawings

*260 Deliverables:* Final RE Pending file, earthwork x-sections (as-needed), construction slope staking notes, responses to RFI's, responses to contractor submittals / shop plan reviews and as-built plans.



**EXHIBIT C**  
**CONSULTANT'S FEE SCHEDULE**







Overhead % = 155.0%	Fee = 10%	NCM	Category->	William Nascimio	Steve Misinski	Mark Gonzalez	Roadway Eng	Assistant	Civil / Rdwy	Mohan Char	Mark Stiller	Bridge CADD	Edward Ng	Admin	NCM Roll-Up			Subconsultants			Total
				PIC	PM	Roadway & Utilities	Roadway & Utilities	Engineer / CADD	CADD	Bridge PE	Bridge Design	Quality Control	Hours	Labor	ODC	Hours	Labor	ODC	Total		
				\$ 95.00	\$ 95.00	\$ 59.50	\$ 48.30	\$ 26.00	\$ 20.00	\$ 95.00	\$ 48.30	\$ 45.00	\$ 95.00	\$ 20.00							
		Prime	Rate->	\$266.48	\$266.48	\$186.90	\$135.48	\$72.93	\$56.10	\$266.48	\$135.48	\$128.23	\$266.48	\$56.10	Hours	Labor	ODC	Hours	Labor	ODC	
			Hours->	32	342	692	648	656	180	50	184	104	53	180	3121	\$436,487.73	\$12,000.00	4680	\$503,499.05	\$46,046.33	\$998,033.11

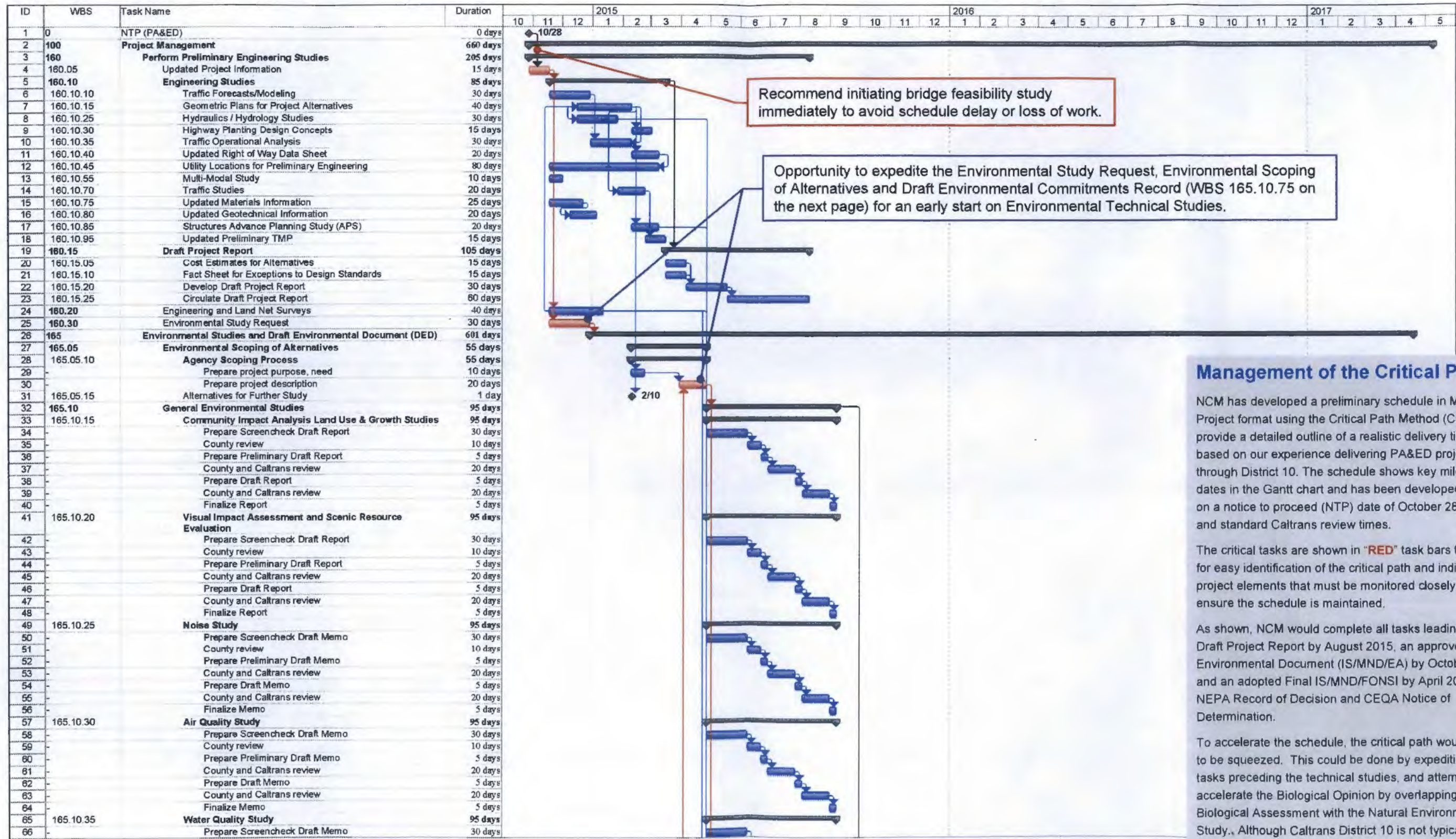
**SUMMARY BY TASK**

Task	Description	Lead Firm	Manhour Categories											NCM Roll-Up			Subconsultants			Subtotal		
			Hour	Labor	ODC	Hour	Labor	ODC	Hour	Labor	ODC	Subtotal										
<b>170</b>	<b>Permits &amp; Agreements During PA&amp;ED Component</b>	LSA																20	\$3,638.25		\$3,638.25	
170.10	Permits																					
170.10.05	U.S. Army Corps of Engineers (404)																	28	\$2,605.16	\$50.00	\$2,655.16	
170.10.20	Dept. of Fish and Wildlife 1600 Agreement(s)																	35	\$2,963.41	\$50.00	\$3,013.41	
170.10.40	Waste Discharge (NPDES) Permit																					
170.10.50	Regional Water Quality Control Board 401 Permit																	32	\$2,883.75	\$50.00	\$2,933.75	
170.10.xx	Caltrans Encroachment Permit	NCM			4	12								16	\$3,068.67					\$3,068.67		
170.10.xx	Department of Water Resources (DWR) Encroachment	NCM			12	16								28	\$5,868.06					\$5,868.06		
<b>175</b>	<b>Circulate DED and Select Preferred Alternative</b>	LSA																12	\$2,182.95		\$2,182.95	
175.05	DED Circulation																					
175.05.10	Notices Regarding Public Hearing, etc.																	2	\$161.56		\$161.56	
175.05.15	DED Publication and Circulation																	80	\$7,630.84	\$500.00	\$8,130.84	
175.10	Public Hearing																					
175.10.10	Public Hearing Logistics	BUETHE																98	\$10,813.22	\$4,100.00	\$14,913.22	
175.10.15	Displays for Public Hearing	NCM			12	32	32		4	8	24			112	\$13,851.09	\$2,000.00	11	\$1,125.85	\$420.00	\$17,396.94		
175.10.35	Public Hearing	BUETHE			16	24				16				56	\$10,436.84		58	\$6,786.27	\$7,000.00	\$24,223.11		
175.10.40	Record of Public Hearing	BUETHE			2	8			2					12	\$2,401.08		30	\$3,557.18		\$5,958.26		
175.15	Public Comment Responses and Correspondence	NCM			12	24								36	\$7,203.24		105	\$10,250.96		\$17,454.20		
175.20	Project Preferred Alternative	NCM			4	4			4					12	\$2,799.39					\$2,799.39		
<b>180</b>	<b>Prepare and Approve Final Env. Document</b>	LSA																30	\$5,457.38		\$5,457.38	
180.05	Project Report	NCM																				
180.05.10	Updated and Approved Project Report				40	60	40						4	144	\$18,787.89					\$18,787.89		
180.05.15	Storm Water Data Report	WRECO															144	\$15,678.63	\$300.00	\$15,978.63		
180.10	Final Environmental Document	LSA																				
180.10.05	Approved Final Environmental Document																	63	\$6,034.51		\$6,034.51	
180.10.10	Public Distribution of FED and Respond to Comment																	20	\$1,595.05	\$150.00	\$1,745.05	
180.15	Completed Environmental Document	LSA																				
180.15.05	Record of Decision (NEPA)																	6	\$532.53		\$532.53	
180.15.10	Notice of Determination (CEQA)																	2	\$161.56		\$161.56	
180.15.20	Environmental Commitments Record																	6	\$506.55		\$506.55	
<b>TOTAL (NO OPTIONAL TASKS)</b>					32	342	692	648	656	180	50	184	104	53	180	3121	\$436,487.73	\$12,000	4680	\$503,499.05	\$46,046.33	\$998,033.11

**EXHIBIT D  
PROJECT SCHEDULE**



# Project Schedule



ID	WBS	Task Name	Duration
1	0	NTP (PA&ED)	0 days
2	100	Project Management	660 days
3	160	Perform Preliminary Engineering Studies	205 days
4	160.05	Updated Project Information	15 days
5	160.10	Engineering Studies	85 days
6	160.10.10	Traffic Forecasts/Modeling	30 days
7	160.10.15	Geometric Plans for Project Alternatives	40 days
8	160.10.25	Hydraulics / Hydrology Studies	30 days
9	160.10.30	Highway Planning Design Concepts	15 days
10	160.10.35	Traffic Operational Analysis	30 days
11	160.10.40	Updated Right of Way Data Sheet	20 days
12	160.10.45	Utility Locations for Preliminary Engineering	80 days
13	160.10.55	Multi-Modal Study	10 days
14	160.10.70	Traffic Studies	20 days
15	160.10.75	Updated Materials Information	25 days
16	160.10.80	Updated Geotechnical Information	20 days
17	160.10.85	Structures Advance Planning Study (APS)	20 days
18	160.10.95	Updated Preliminary TMP	15 days
19	160.15	Draft Project Report	105 days
20	160.15.05	Cost Estimates for Alternatives	15 days
21	160.15.10	Fact Sheet for Exceptions to Design Standards	15 days
22	160.15.20	Develop Draft Project Report	30 days
23	160.15.25	Circulate Draft Project Report	60 days
24	160.20	Engineering and Land Net Surveys	40 days
25	160.30	Environmental Study Request	30 days
26	165	Environmental Studies and Draft Environmental Document (DED)	601 days
27	165.05	Environmental Scoping of Alternatives	55 days
28	165.05.10	Agency Scoping Process	55 days
29		Prepare project purpose, need	10 days
30		Prepare project description	20 days
31	165.05.15	Alternatives for Further Study	1 day
32	165.10	General Environmental Studies	95 days
33	165.10.15	Community Impact Analysis Land Use & Growth Studies	95 days
34		Prepare Screencheck Draft Report	30 days
35		County review	10 days
36		Prepare Preliminary Draft Report	5 days
37		County and Caltrans review	20 days
38		Prepare Draft Report	5 days
39		County and Caltrans review	20 days
40		Finalize Report	5 days
41	165.10.20	Visual Impact Assessment and Scenic Resource Evaluation	95 days
42		Prepare Screencheck Draft Report	30 days
43		County review	10 days
44		Prepare Preliminary Draft Report	5 days
45		County and Caltrans review	20 days
46		Prepare Draft Report	5 days
47		County and Caltrans review	20 days
48		Finalize Report	5 days
49	165.10.25	Noise Study	95 days
50		Prepare Screencheck Draft Memo	30 days
51		County review	10 days
52		Prepare Preliminary Draft Memo	5 days
53		County and Caltrans review	20 days
54		Prepare Draft Memo	5 days
55		County and Caltrans review	20 days
56		Finalize Memo	5 days
57	165.10.30	Air Quality Study	95 days
58		Prepare Screencheck Draft Memo	30 days
59		County review	10 days
60		Prepare Preliminary Draft Memo	5 days
61		County and Caltrans review	20 days
62		Prepare Draft Memo	5 days
63		County and Caltrans review	20 days
64		Finalize Memo	5 days
65	165.10.35	Water Quality Study	95 days
66		Prepare Screencheck Draft Memo	30 days

Recommend initiating bridge feasibility study immediately to avoid schedule delay or loss of work.

Opportunity to expedite the Environmental Study Request, Environmental Scoping of Alternatives and Draft Environmental Commitments Record (WBS 165.10.75 on the next page) for an early start on Environmental Technical Studies.

## Management of the Critical Path

NCM has developed a preliminary schedule in MS Project format using the Critical Path Method (CPM) to provide a detailed outline of a realistic delivery timeline based on our experience delivering PA&ED projects through District 10. The schedule shows key milestone dates in the Gantt chart and has been developed based on a notice to proceed (NTP) date of October 28, 2014 and standard Caltrans review times.

The critical tasks are shown in "RED" task bars to allow for easy identification of the critical path and individual project elements that must be monitored closely to ensure the schedule is maintained.

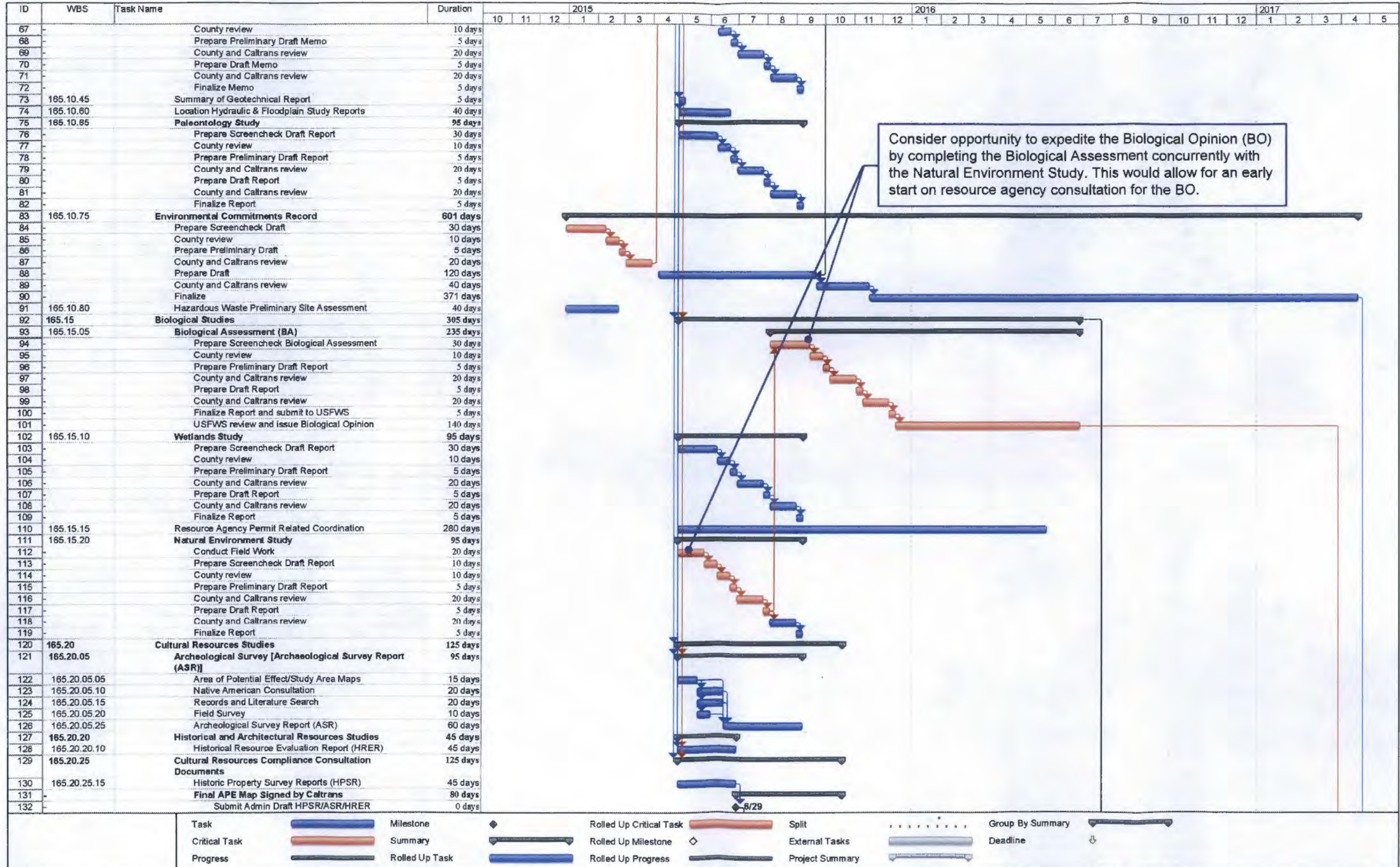
As shown, NCM would complete all tasks leading to a Draft Project Report by August 2015, an approved Draft Environmental Document (IS/MND/EA) by October 2016, and an adopted Final IS/MND/FONSI by April 2017 with NEPA Record of Decision and CEQA Notice of Determination.

To accelerate the schedule, the critical path would need to be squeezed. This could be done by expediting the tasks preceding the technical studies, and attempting to accelerate the Biological Opinion by overlapping the Biological Assessment with the Natural Environment Study. Although Caltrans District 10 is not typically in favor of this approach, it could be discussed if a more condensed schedule is desired.

Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
Critical Task		Summary		Rolled Up Milestone		External Tasks		Deadline	
Progress		Rolled Up Task		Rolled Up Progress		Project Summary			

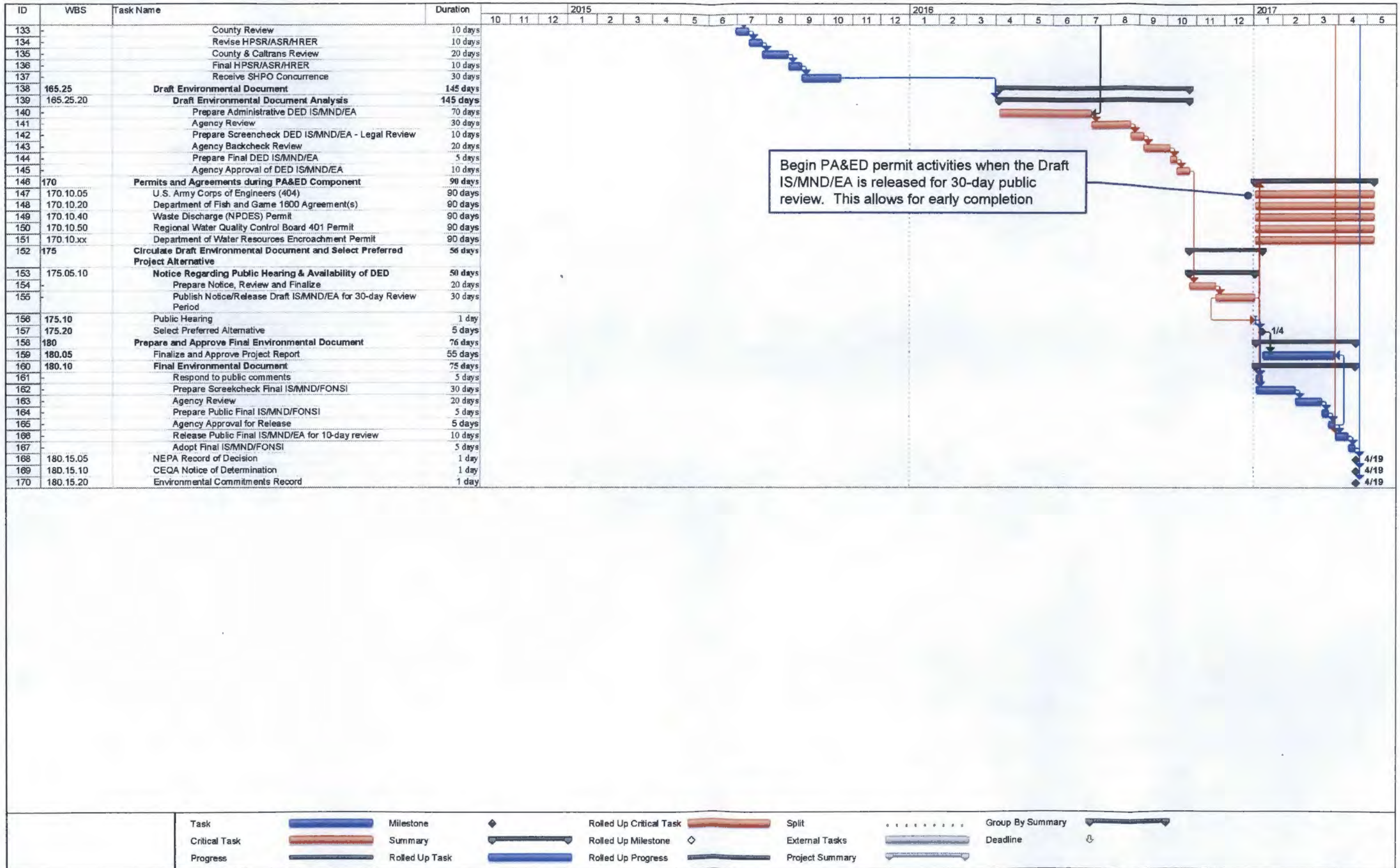


Project Schedule – (page 2 of 3)





**Project Schedule (page 3 of 3)**



**COOPERATIVE AGREEMENT**  
**State Independent Quality Assurance (IQA)**

This Agreement, effective on January 16, 2015, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Stanislaus County, a political subdivision of the State of California, referred to herein as COUNTY.



## **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, Reconstruct the existing Interstate-5/Sperry Road Interchange will be referred to hereinafter as PROJECT.
3. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.
4. This Agreement includes the following PROJECT COMPONENTS:
  - Project Approval and Environmental Document (PA&ED)
5. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
6. No PROJECT deliverables have been completed prior to this Agreement.
7. In this Agreement capitalized words represent defined terms and acronyms.
8. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

## **RESPONSIBILITIES**

9. COUNTY is SPONSOR for 100% of PROJECT.
10. COUNTY is the only FUNDING PARTNER for this Agreement. COUNTY will fund work activities using local fund sources. -PARTNERS agree to amend this Agreement prior to the expenditure of state or federal funds.
11. COUNTY is the IMPLEMENTING AGENCY for:
  - Project Approval and Environmental Document (PA&ED)
12. COUNTY is responsible for all WORK except any other responsibilities specifically assigned to CALTRANS in this Agreement..
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.
15. COUNTY will prepare the environmental documentation for the PROJECT.

16. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right-of-way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

## SCOPE

### General

17. COUNTY will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
18. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
19. COUNTY will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
21. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not perform activities within the SHS right-of-way without an encroachment permit issued in their name.
22. If COUNTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and COUNTY will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
23. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.  
  
PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
24. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

25. If HM-1 or HM-2 is found during any PROJECT COMPONENT, COUNTY will immediately notify CALTRANS.
26. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
27. If HM-1 is found within PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. COUNTY, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.
28. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
29. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
30. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
31. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.
32. COUNTY will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
33. If WORK stops for any reason, COUNTY will place PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
34. If WORK stops for any reason, COUNTY will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to COUNTY's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
35. COUNTY will furnish CALTRANS with all relevant deliverables and history files related to PROJECT facilities on the SHS within one hundred eighty (180) days following the completion of each PROJECT COMPONENT.

**Environmental Permits, Approvals and Agreements**

36. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

<b>ENVIRONMENTAL PERMITS</b>						
<b>Permit</b>	<b>Coordinate</b>	<b>Prepare</b>	<b>Obtain</b>	<b>Implement</b>	<b>Renew</b>	<b>Amend</b>
404 USACOE	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
401 RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
NPDES SWRCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
State Waste Discharge Requirements (Porter Cologne) RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
1602 DFG	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
Dept. of Water Resources Encroachment Permit	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY

**Project Approval and Environmental Document (PA&ED)**

*California Environmental Quality Act (CEQA)*

37. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
38. CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at [www.dot.ca.gov/ser](http://www.dot.ca.gov/ser).
39. COUNTY will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
40. Any portion of the CEQA environmental documentation prepared by COUNTY, including any studies and reports, will be submitted to the CALTRANS for review, comment, and approval at appropriate stages of development prior to public availability.
41. COUNTY will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to CALTRANS for review, comment, and approval prior to publication and circulation.
42. COUNTY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to CALTRANS for review, comment, and approval at least 10 working days prior to the public meeting date.
43. The CEQA lead agency will attend all CEQA-related public meetings.

National Environmental Policy Act (NEPA)

44. Pursuant to Chapter 3 of title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT and is responsible for NEPA compliance.
45. Any NEPA environmental documentation prepared by COUNTY will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm)) and the Standard Environmental Reference (SER available at <http://www.dot.ca.gov/ser/>).
46. COUNTY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
47. NEPA environmental documentation prepared by COUNTY (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will be submitted to CALTRANS for review, comment, and approval prior to public availability.
48. COUNTY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. COUNTY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.  
  
CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
49. The NEPA lead agency will attend all NEPA-related public meetings.
50. If COUNTY holds a public meeting about PROJECT, COUNTY must clearly state its role in PROJECT and identify the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

COUNTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If COUNTY makes any changes to the materials, it will allow the appropriate lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

CALTRANS maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. CALTRANS has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

51. Any PARTNER preparing environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

## **COST**

### **Cost: General**

52. All costs associated with completing the PROJECT, except where otherwise noted in this agreement, are the responsibility of COUNTY including, but not limited to:
- Public meetings.
  - Environmental commitments and compliance.
  - Obtaining, implementing and renewing resource agency permits.
  - Preparing, publicizing, and circulating all CEQA and NEPA related public notices.
  - Planning, scheduling, and hosting all CEQA and NEPA related public hearings.
53. Legal challenges, awards, judgments, settlements, fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
54. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.
55. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
56. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right-of-way.
- Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
57. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

## **SCHEDULE**

58. COUNTY will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

## **GENERAL CONDITIONS**

59. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
60. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
61. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
62. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
63. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this Agreement.
64. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
65. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
66. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

67. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
68. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
69. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
70. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.
71. Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

72. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
73. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
74. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
75. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.



76. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public works. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY/COUNTY's contracts.

77. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
78. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

## **DEFINITIONS**

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER that commits funds to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – CALTRANS' efforts to ensure that another PARTNER's quality assurance activities are in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). When CALTRANS performs IQA it does not develop, produce, validate, verify, re-check, or quality control another PARTNER's work products.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS** – All responsibilities to complete the PROJECT COMPONENTS in this Agreement.

**PA&ED (Project Approval and Environmental Document)** – See PROJECT COMPONENT.

**PARTNER** – Any individual signatory party to this Agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right-of-way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right-of-way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

**QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM)** – Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at <http://www.dot.ca.gov/ser/memos.htm>). This also includes the independent judgment, analysis, and determination under CEQA that the environmental documentation meets CEQA requirements.

**SHS (State Highway System)** – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All efforts to complete the PROJECT COMPONENTS included in this Agreement as described by the activities in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects (previously known as the WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

## **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

### **CALTRANS:**

Sam Sherman, Project Manager  
1976 E. Dr. Martin Luther King Jr. Blvd.  
Stockton, CA 95205

Office Phone: (209) 948-7889  
Mobile Phone: (209) 482-2572  
Fax Number: (209) 948-7666  
Email: sam.sherman@dot.ca.gov

### **STANISLAUS COUNTY**

Andrew Malizia, Project Manager  
1716 Morgan Road  
Modesto, CA 95358

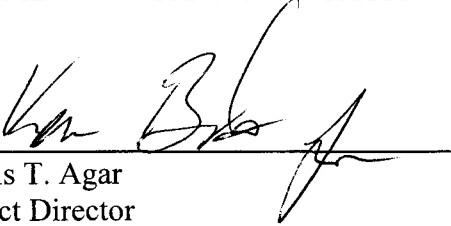
Office Phone: (209) 525-4126  
Fax Number: (209) 541-2509  
Email: maliziaa@stancounty.com

**SIGNATURES**


PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

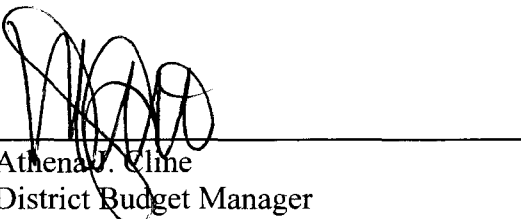
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
Dennis T. Agar  
District Director

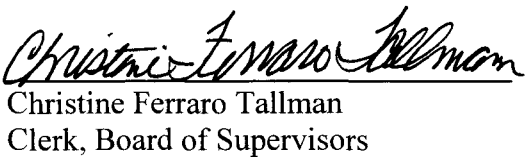
STANISLAUS COUNTY

By:   
Jim De Martini  
Chairman, Board of Supervisors

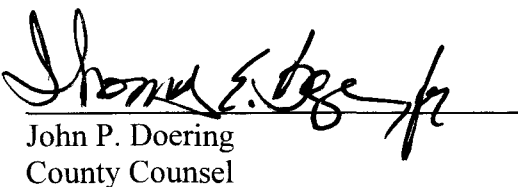
CERTIFIED AS TO FUNDS:

By:   
Athena J. Cline  
District Budget Manager

ATTEST:

By:   
Christine Ferraro Tallman  
Clerk, Board of Supervisors

APPROVED AS TO FORM AND  
PROCEDURE:

By:   
John P. Doering  
County Counsel

## **CLOSURE STATEMENT INSTRUCTIONS**

If the following questions are ALL answered “YES” then this form may be used to terminate this Agreement.

1. Did PARTNERS complete all scope, cost and schedule commitments included in this Agreement and any amendments to this Agreement?
2. Did CALTRANS accept and approve all final deliverables submitted by COUNTY?
3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this Agreement and any amendments to this Agreement were completed?
4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the Agreement?
5. Did PARTNERS complete and transmit all As-Builts and other required contract documents?

**COOPERATIVE AGREEMENT CLOSURE STATEMENT**

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 10-10-437 and any amendments to this Agreement.

The final signature date on this document terminates Cooperative Agreement 10-10-437 except survival articles.

All survival articles in Cooperative Agreement 10-10-437 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

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STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
District Director

Name:  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFIED AS TO ALL FINANCIAL  
OBLIGATIONS/TERMS AND POLICIES

By: \_\_\_\_\_

Name:  
District Budget Manager